CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
AUGUST 17, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION - Pastor Conrad Reid, Royal Temple Free Methodist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Introduction of New Police Officers: Thomas Gagliardi, Destiny Ortiz-Felix, and Maurice Therrien
2. Fire Promotions to Engineer - Julen Fernandez, Ryan Kamine, & Dan McGrath
3. Fire Promotion to Lieutenant - Kyle Grace
4. Presentation re Quarterly Financial Report for the Period Ending June 30, 2026.
5. Report from the Elected Officials Roundtable Stormwater Mitigation and Flooding Subcommittee

CONSENT AGENDA

1. Consideration re: Utility Service Agreement for Neighborhood Center Tiny Homes

   Staff recommends that the City Commission approve the attached Utility Service Agreement for Neighborhood Center Tiny Homes residential project.

2. Consideration, Elevated Water Tank Maintenance Contract with Southern Corrosion

   It is recommended that the City Commission approve both the Water Plant #2 and Water Plant #4 Elevated Contract Maintenance agreement to Southern Corrosion per signature by the mayor.

3. Consideration re: Approval of Construction Phase Services — AVCON, Inc. for South-Central Apron Rehabilitation

   Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional construction phase services for South-Central Apron rehabilitation in the amount of $132,600.

4. Consideration re: Change Order No. 1, Airfield Markings

   Staff recommends that the City Commission approve Change Order No. 1, in the amount of $27,505.45, for additional airfield markings at DeLand Airport.

5. Consideration re: Approval for Consumption of Alcoholic Beverages on City Property for Cabernet Cabaret Fundraiser Event

   Staff recommends approval for the consumption of alcoholic beverages on City Property for the Cabernet Cabaret Event on W. Indiana Ave.

6. Approval of the Minutes: June 18, 2012 City Commission Regular Meeting; September 21, 2015 City Commission Regular Meeting; December 4, 2023 City Commission Regular Meeting Minutes; December 18, 2023 City Commission Regular Meeting Minutes; August 4, 2025 City Commission Regular Meeting; August 18, 2025 City Commission Regular Meeting; September 3, 2025 City Commission Regular Meeting; September 15, 2025 City Commission Regular Meeting; November 3, 2025 City Commission Regular Meeting; November 17, 2025 City Commission Regular Meeting

   Staff recommends the City Commission review and approve the minutes as prepared and presented.

7. Approval of the Minutes: Monday, August 3, 2026 City Commission Regular Meeting

   Staff recommends the Commission review and approve the minutes as prepared and presented.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Consideration re: Resolution 2026-43, Approving revisions to the approved Site Plan (SP22-124) and modifying the approved parking study for DeLand Commons, located at 225 S Woodland Boulevard.

   Staff recommends that the City Commission approve Resolution 2026-43 for revisions to the DeLand Commons site plan and Parking Study.

2. First Reading of Ordinance 2026-19, Establishing a Formal Right-of-Way Permitting Process, Adopting the Associated Right-of-Way Construction Permit Fee Schedule and Requirements, and Approving the Right-of-Way Construction Permit Supplemental Conditions.

   Staff recommends that the City Commission approve Ordinance No. 2026-19 on first reading

3. First Reading of Ordinance 2026-20, Amending Chapter 7 - Building and Housing Codes of the Code Of Ordinances

   Staff recommends approval of Ordinance 2026-20 on first reading.

4. Consideration re: Approval of Resolution 2026-44, Updated Building Permit Fees

   Staff recommends the Commission adopt the resolution.

5. Consideration re: Approval of Resolution 2026-42, Authorizing Removal of One Historic Tree Located within the Boston Avenue City Right-of-Way

   Staff recommends the City Commission approve Resolution 2026-42 authorizing removal of one historic tree.

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
August 17, 2026

SUBJECT: Presentation re Quarterly Financial Report for the Period Ending June 30, 2026.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Quarterly Financial Report 06-30-26

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

Attached is a copy of the City's Quarterly Financial Report for the quarter ended June 30, 2026. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The Quarterly Financial Report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This Quarterly Financial Report covers nine months of the fiscal year, a representation of seventy-five percent of the year. A brief presentation will be made regarding the financial position of each of the major funds of the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Commission acknowledge acceptance of the Quarterly Financial Report as presented.

BACKGROUND/DISCUSSION:

General Fund Overview:

General Fund Revenues- As of June 30, 2026, General Fund revenues total $42,573,030, representing 86% of budgeted revenues, excluding the use of reserves.

- Property taxes are 100% realized, largely due to the early payments made by property owners to take advantage of available discounts. This mirrors the 101% realization seen in the same period last year.
- Other taxes include 1st Local Option Gas tax at 73% realized and Fire and Casualty Insurance Premium taxes at 0% realized, which are expected later in the fiscal year.

- Communication service taxes are 70% realized and trending slightly downward compared to one year ago.
- Public Service taxes and Franchise Fees are 76% and 73% realized, with electric franchise fees coming in slightly under budget at 70%.
- Operating grants include FEMA, VOCA, HIDTA, FBI and Bulletproof Vests grants which are reimbursed when expenses are incurred.
- Intergovernmental revenues include state sales tax at 69% and state revenue sharing at 67% realized this quarter.
- Fines & forfeits include parking ticket revenue at 39% realized this quarter.

General Fund Expenditures - As of June 30, 2026, General Fund expenditures are 66% of budgeted funds. Expenditures by category as a percent of appropriated funds are personnel 66%, operating 65%, grants and aid 0%, contingencies 0%, and transfers to other funds 66%.

- Operating expenses are only 66% of budget primarily due to lower-than-expected equipment maintenance, power, travel & training, and professional services which are lower than benchmarks at the end of the third quarter.
- Contingencies include planned savings of $200,000 for the Hurricane Reserve and contingency funds of $160,953.

General Fund Undesignated Fund Balance - To ensure continuity of operations, the City maintains a reserve equivalent to two months of operating expenses in the General Fund. At June 30, 2026, funds available for this reserve are $8,674,923, which represents a reserve surplus of $468,150 above the required two-month Undesignated Reserve of $8,206,773.

Confiscated Trust Fund - Revenues are $2,346 or 78% realized, while expenditures are $23,406 or 89% expended at the end of the third quarter. Reserve funds were budgeted for short-barreled rifles and donations to the Police Athletic League.

Homeless Shelter Fund - Revenues are $604,790 or 74% realized, and include $598,232 of budgeted transfers from the General Fund and $6,500 in private donations. Expenditures are $601,387 or 74% expended at the end of the third quarter. The homeless shelter has depleted all reserve funds and relies on donations and transfers from the General Fund to cover expenses this year.

Spring Hill Community Redevelopment Trust Fund - Revenues are $1,235,033 or 114% realized, excluding use of reserves, primarily due to 100% of revenues from taxing agencies being billed and collected early in the year. Expenditures are $306,003 or 15% expended at the end of the third quarter, while operating expenses, excluding capital and contingency, are 57% expended. Expenditures by category as a percent of appropriated funds are personnel 66%, operating 75%, grants & aid 13%, transfers to other funds 82%, services provided by general government 75%, capital outlay 3%, and savings contingency 0%.

Governmental Impact Fees Trust Fund - The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees funded through new construction. As of June 30, 2026, revenues are $1,483,695 or 117% realized, excluding use of reserves. Impact fees are trending upward this fiscal year compared to one year ago. Expenditures are $1,192,642 or 50% of budget, with approximately 75% of these expenses consisting of transfers to other funds to support eligible impact fee-

related capital projects.

Downtown Community Redevelopment Trust Fund - Revenues are $1,262,831 or 123% realized, primarily due to 100% of revenues from taxing agencies being billed and collected early in the year. Expenditures are $670,065 or 65% expended, excluding planned savings as of June 30, 2026. Expenses by category as a percent of appropriated funds are operating expenses 71%, grants and aid 82%, services provided by general government 75%, transfers to other funds 100%, capital outlay 100%, and contingency 0%.

Grant & Special Revenues Fund - The Grant & Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants which fund non-payroll operating expenses. Revenues are $1,505,408, or 104% realized, excluding use of reserves and debt proceeds, at the end of the third quarter. Charges for services include $89,550 of tree replacement revenue. Grant revenues are recorded when received during the fiscal year and will not always follow normal benchmarks for any given quarter. Expenditures are 77% expended as of June 30, 2026, with project-based timing affecting benchmarks in this fund.

Debt Service Fund - Revenues are derived from transfers from other city funds and are used to cover scheduled debt service payments for the fiscal year. As of June 30, 2026, $1,753,505 has been transferred, representing 77% of the annual budget. Correspondingly, expenditures are also at 77%, aligning with the timing of debt obligations through the third quarter.

Capital Projects Fund - Revenues total $6,352,665 or 61% of the budget, excluding use of reserves and debt proceeds, as of June 30, 2026. Revenue sources include 0.3 mills of ad valorem taxes dedicated to capital improvements, along with insurance reimbursements, debt proceeds, interest earnings, and interfund transfers. These revenues are recognized as project expenses are incurred and may not align with typical quarterly benchmarks. Corresponding expenditures total $6,352,147, or 43% of the annual capital budget, reflecting the timing and progression of ongoing capital projects.

Water & Sewer Fund - Operating revenues are $28,180,512 or 82% realized, while total revenues are $38,542,534, or 48% of the budget as of June 30, 2026. Budgeted debt proceeds include State Revolving Loan funds for the construction of the new wastewater treatment plant. Funding is requested monthly as eligible expenses are incurred. Total expenditures are $36,655,595 or 46% of budgeted funds, while operating expenses are 65% of the operating budget, excluding capital outlay and transfers for capital. Expenditures by category as a percent of appropriated funds are personnel 67%, operating 62%, services provided by general government 75%, contingency 0%, capital outlay 37%, and transfers 8%.

Water & Sewer Undesignated Reserves - To ensure continuity of operations, the City maintains a reserve equivalent to three months of operating expenses in the Water & Sewer Fund. On June 30, 2026, funds available for this reserve are $8,956,901, which represents a reserve surplus of $1,812,633 above the required three-month undesignated reserve of $7,144,268.

Municipal Airport Fund - Operating revenues are $1,819,638 or 84%, while total revenues are $1,965,865 or 23%, of the budget as of June 30, 2026. Capital grant revenues are 2% realized and are requested as expenses are incurred. Corresponding expenditures total $1,464,307 or 17% of budgeted funds. Expenditures by category are personnel 62%, operating expenses 48%, services provided by general government 75%, transfers to other funds 16%, capital outlay 5%, and contingency 0%. Operating expenses include $318,174 budgeted for the master plan update, which is only 42% expended by the end of the third quarter.

Refuse Collection Fund - Revenues at June 30, 2026, are $4,815,928, or 75% realized, while corresponding expenditures are $4,807,471 or 75% of budgeted funds, which includes the contractual payments made to our solid waste hauler.

Stormwater Fund - Revenues realized as of June 30, 2026, are $2,533,659, which represents 91% of budgeted revenues, excluding use of reserves. In addition to billing stormwater fees monthly for property within the City limits to owners of property that have separate water/sewer accounts, an annual stormwater fee is billed at the end of each calendar year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts. Expenditures are $1,985,189 or 51% of total budget. Expenditures by category as a percentage of appropriated funds are personnel 65%, operating 61%, services provided by the general government 75%, transfers to other funds 53%, and capital outlay 28%.

Permits & Inspections Fund - Revenues realized as of June 30, 2026, are $1,603,246 or 68% of the budget, excluding use of reserves. In 2019, the Florida Building Code was amended to restrict the unexpended building permit funds to no more than the fund's average operating budget for the previous four fiscal years. In an effort to adhere to state law regarding permitting reserve balances, a 10% fee reduction was adopted in April 2024 and an additional 50% fee reduction was adopted in June 2025. Due to significant reductions in building permit activity, a fee increase was approved in February 2026 to restore rates to previous levels with an additional 25% increase approved in May 2026.

Expenditures total $3,361,854 or 65% of budgeted funds as of June 30, 2026. Expenditures by category as a percentage of appropriated funds are personnel 66%, operating 57%, transfers to other funds 30%, services provided by the general government 75%, and capital outlay 91%. A planned use of reserves totaling $2,846,510 was budgeted this fiscal year.

Cash Management - The investments held by the City on June 30, 2026, have a book value of $41,145,760, a par value of $41,140,000 and a market value of $40,712,918. The blended rate of return as of June 30, 2026, was 3.78% with a weighted average maturity for the portfolio of 3.76. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average return on three-month US Treasury Bills was 3.66%, while the average rate on federal funds was 3.63%. As of June 30, 2026, the City has an unrealized loss of $432,842.

At June 30, 2026, 68% of the City's portfolio was in liquid assets (cash and commercial paper). The primary liquid investments include the Wells Fargo Pooled Cash account, a money market account at United Community Bank, and a money market account at US Bank.

The City of DeLand, Florida

QUARTERLY FINANCIAL REPORT

FOR THE PERIOD ENDING

June 30, 2026

MEMORANDUM

DATE: **08/17/26**

TO: **HONORABLE MAYOR, CITY COMMISSIONERS AND CITY MANAGER**

FROM: **FINANCE DIRECTOR**

SUBJECT: **FINANCIAL REPORT, QUARTER ENDING JUNE 30, 2026**

The Financial Report for quarter ending June 30, 2026, for the City of DeLand is submitted herewith. The quarterly financial report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The quarterly financial report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This quarterly report covers nine months of the fiscal year, a representation of seventy-five percent of the year.

To provide a more comparable and consistent presentation of fund balance reporting, the Governmental Accounting Standards Board Statement Number 54 – *Fund Balance Reporting and Government Fund Type Definitions* (Statement 54) has been implemented. Previously, fund balance for governmental funds was displayed in two broad components – Reserved and Unreserved. GASB 54 established five classifications comprising a hierarchy based primarily on the extent to which the government is bound to honor constraints for which monies can be spent. The classifications are: Non-spendable, Restricted, Committed, Assigned and Unassigned. This presentation only applies to Governmental Funds. The Proprietary Funds are presented in compliance with the GASB 34 balance sheet format: assets plus deferred outflows of resources equal liabilities plus deferred inflows of resources plus net investment in capital assets where net assets are displayed as Invested in Capital Assets – net of related liabilities, Restricted and Unrestricted.

Non-spendable Fund Balance includes amounts that cannot be spent because they are either not in a spendable form or contractually must be maintained intact. Inventories, prepaid amounts, property acquired for resale, and the principal of a permanent fund are all examples of this type of classification.

Restricted Fund Balance reflects amounts that have externally or legally imposed constraints on their use. This category naturally would include resources subject to externally imposed restrictions (creditors, grantors, contributors, laws/regulations of other governments, constitutional provisions). It also would normally, but not always, include resources resulting from enabling legislation (i.e., legislation authorizing the raising of resources for a specific purpose).

Committed Fund Balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Commission, the highest level of decision making in the City. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use.

Assigned Fund Balance includes amounts that are constrained by the government's intent, but are neither restricted nor committed. The assignment conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the governmental fund. Intent is not imposed by a formal commission action. Unassigned Fund Balance is the residual classification for the general fund. The General Fund should be the only fund that reports a positive unassigned fund balance, since expenditures associated with other funds are incurred for the specific activity for which the fund is reporting.

TABLE OF CONTENTS

TABLE OF CONTENTS 2

GENERAL FUND 3

CONFISCATED TRUST FUND 6

HOMELESS SHELTER FUND 7

SPRING HILL COMMUNITY REDEVELOPMENT FUND 7

GOVERNMENTAL IMPACT FEES TRUST FUND 8

DOWNTOWN COMMUNITY REDEVELOPMENT FUND 10

GRANTS & SPECIAL REVENUES FUND 11

DEBT SERVICE FUND 13

CAPITAL PROJECTS FUND 14

WATER & SEWER FUND 16

WATER TRUST FIMD 19

WASTEWATER TRUST FUND 20

MUNICIPAL AIRPORT FUND 21

REFUSE COLLECTION FUND 23

STORMWATER FUND 23

PERMITS & INSPECTIONS FUND 24

HEALTH INSURANCE COST CONTAINMENT FUND 26

WORKERS' COMPENSATION SELF-INSURANCE FUND 26

CASH MANAGEMENT 26

CONCLUSION 27

GENERAL FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues of the General Fund are $42,573,030 as of June 30, 2026 and represent 86% of operating revenues budgeted this fiscal year, excluding use of reserves. Charges for government services represent allocated administrative costs charged out to other funds for governmental services provided. Transfers from other funds include transfers from the GIFT Fund for repayment of Hurricane Reserves and transfers from the Airport Fund for the repayment of debt.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 001 - GENERAL FUND				
AD VALOREM	20,838,904	20,862,866	100.11	19,158,744
OTHER TAXES	1,118,524	390,736	34.93	380,066
PUBLIC SERVICE TAXES	6,370,509	4,871,947	76.48	4,421,759
COMMUNICATION SVC TAX	1,223,979	853,150	69.70	889,916
LOCAL BUSINESS TAXES	240,000	276,919	115.38	286,401
FRANCHISE TAXES	4,649,123	3,380,168	72.71	3,129,468
PERMITS. FEES, & SPECIAL ASSESSMENTS	50,420	36,967	73.32	61,152
OPERATING GRANTS	271,213	827,897	305.26	27,424
INTERGOVERNMENTAL REVENUE	4,996,171	3,455,431	69.16	3,362,414
PAYMENT IN LIEU OF TAXES	3,384,561	2,475,177	73.13	2,344,611
CHARGES FOR SERVICES	945,913	727,987	76.96	708,149
FINES & FORFEITS	130,000	78,558	60.43	70,317
MISCELLANEOUS REVENUES	527,114	589,717	111.88	772,342
INTEREST REVENUES	1,026,553	953,494	92.88	932,477
RENTAL INCOME	369,313	353,781	95.79	315,739
CHARGES FOR GOVT SERVICES	2,988,504	2,241,378	75.00	2,219,741
TRANSFERS FROM OTHER FUNDS	425,164	196,856	46.30	361,219
	49,555,965	42,573,030	85.91	39,441,939
USE OF RESERVES	8,952,379	-	-	-
TOTAL REVENUES	58,508,344	42,573,030	72.76	39,441,939

- Property taxes are 100% realized due to property owners that take advantage of discounts associated with payment their property taxes before the due date. This same quarter last year was 101%.

- Other taxes include 1st Local Option Gas Tax at 73% realized this quarter. Fire and casualty insurance premium taxes are both at 0% realized due to timing of payments which come in later in the fiscal year.

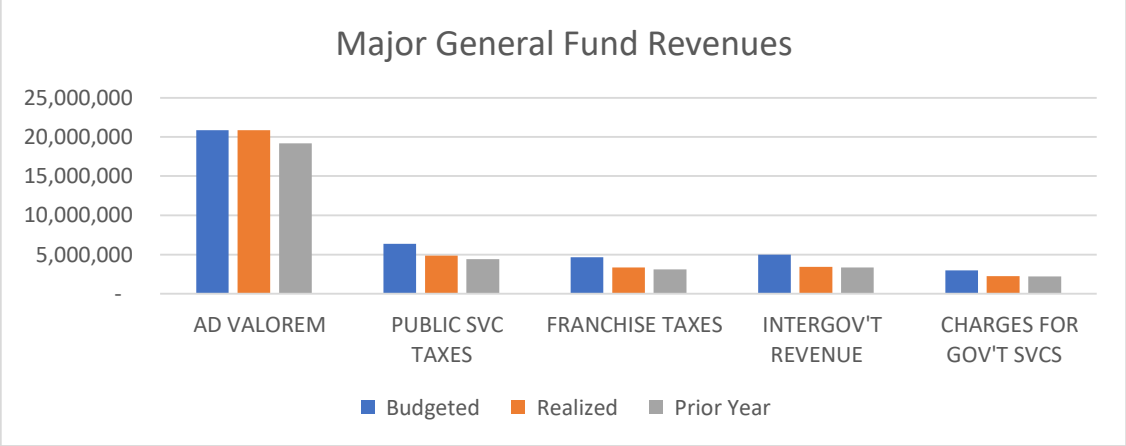
- Communication service taxes are 70% realized and trending slightly downward compared to one year ago.

- Franchise taxes are 73% mainly due to electric franchise fees which are 71% of budget this quarter.

- Operating grants include HIDTA, FBI, VOCA, bulletproof vests and FEMA grant revenue which are reimbursements for expenses incurred and will not follow normal benchmarks for any given quarter.

- Intergovernmental revenues include state sales tax and state revenue sharing which are 69% and 67% realized at the end of the third quarter. State sales tax is trending downward compared to one year ago.

- Fines and forfeits include parking ticket revenue which is 39% of budget at the end of the third quarter.



EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

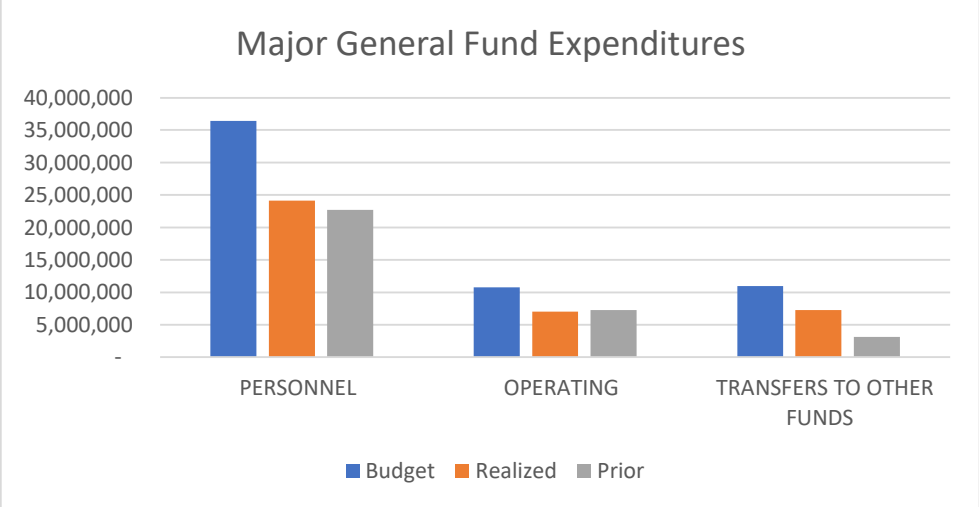
General Fund expenditures are $38,403,825 or 66% of budgeted funds as of June 30, 2026. Expenditures by category as a percent of appropriated funds are personnel 66%, operating 65%, grants and aid 0%, contingency 0%, and transfers to other funds 66%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 001 - GENERAL FUND				
PERSONNEL	36,389,246	24,107,018	66.25	22,711,638
OPERATING	10,766,582	7,037,877	65.37	7,249,356
GRANTS & AID	50,000	-	0.00	38,575
CONTINGENCY	360,953	-	0.00	-
TRANSFERS TO OTHER FUNDS	10,941,563	7,258,930	66.34	3,136,854
TOTAL EXPENDITURES	58,508,344	38,403,825	65.64	33,136,423

- Operating expenses are currently at 65% of budget mainly due to equipment maintenance, power, and professional services with lower-than-expected expenditures at the end of the third quarter. June power bills were not posted as of the end of the third quarter.

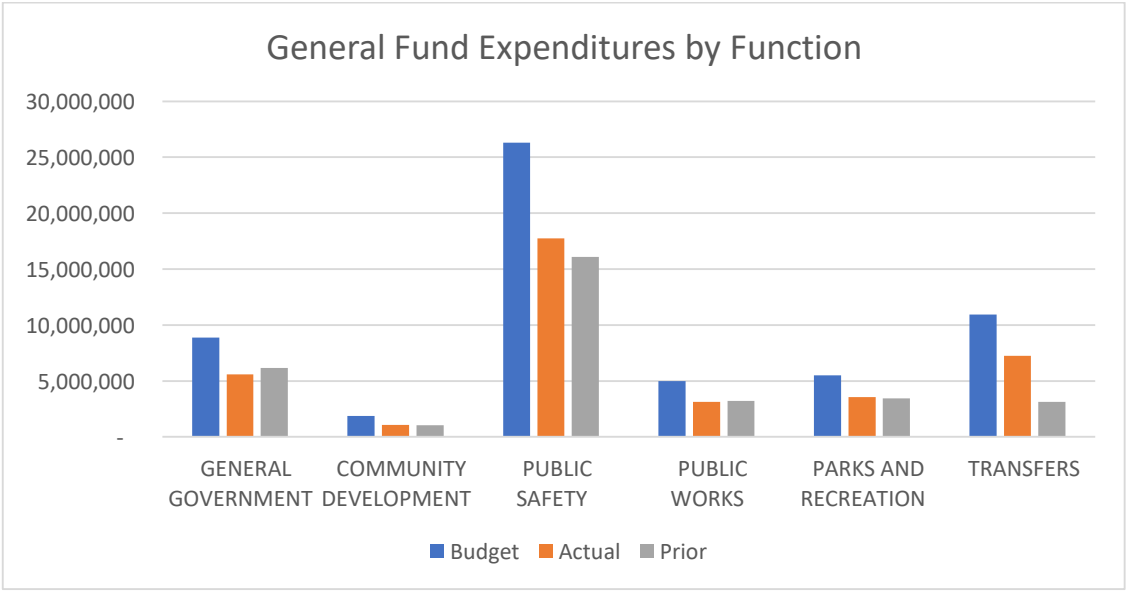
- Contingencies include funds for emergency purchases ($160,953) and planned savings for the Hurricane Reserve ($200,000).

- Budgeted transfers to other funds include transfers to Homelessness Fund ($797,643), transfers to Grants & Special Revenue Fund ($755,078), transfers to the Debt Service Fund ($1,319,620), and transfers to the Capital Projects Fund ($8,069,222). Transfers are recorded when capital expenses are incurred which do not always follow normal benchmarks for any given quarter.



EXPENSE BY FUNCTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 001 - GENERAL FUND				
GENERAL GOVERNMENT	8,871,064	5,606,800	63.20	6,172,238
COMMUNITY DEVELOPMENT	1,892,485	1,080,579	57.10	1,056,509
PUBLIC SAFETY	26,285,763	17,761,820	67.57	16,080,667
PUBLIC WORKS	5,004,251	3,131,957	62.59	3,227,994
PARKS AND RECREATION	5,513,218	3,563,739	64.64	3,462,161
TRANSFERS	10,941,563	7,258,930	66.34	3,136,854
Fund 001 - GENERAL FUND: TOTAL EXPENDITURES	58,508,344	38,403,825	65.64	33,136,423

- General Government expenses decreased compared to the same period last year, primarily due to costs associated with Hurricane Milton.
- Public Safety expenses are higher than one year ago mainly due to increased salaries and personnel cost in the Police and Fire departments.
- Transfers are recorded when expenses are incurred and will not always follow normal benchmarks each quarter.



GENERAL FUND CAPITAL PROJECTS

Capital projects other than Subscription Based Information Technology Assets (SBITA's) for the General Fund are recorded in the Grants & Special Revenues Fund and the Capital Projects Fund which are included in a separate section of this report.

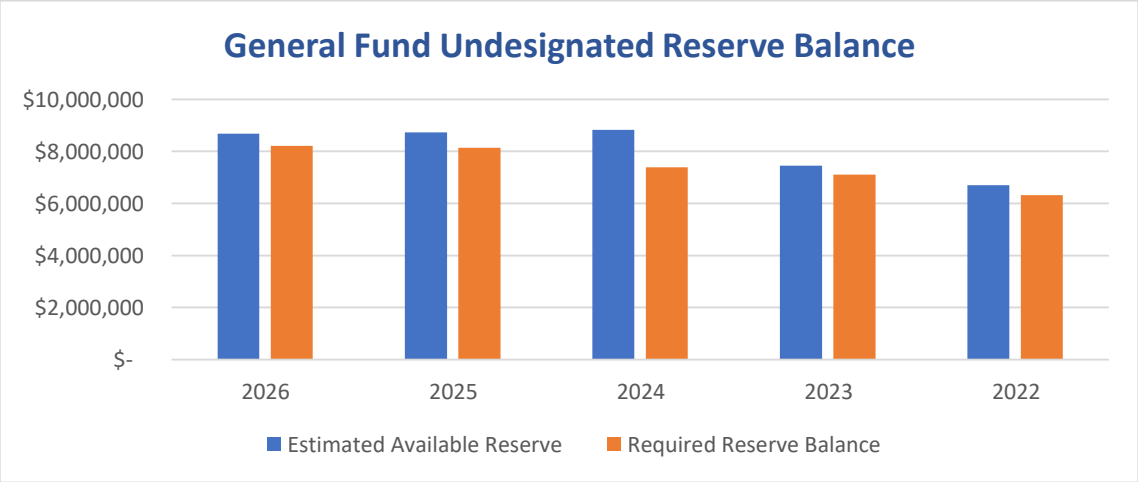
GENERAL FUND RESERVE ANALYSIS

According to City policy, the City will manage its fiscal resources to ensure funding for City operations is not disrupted. A reserve equivalent to two month's operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be $8,674,923 which represents a reserve balance of $468,150 above the two-month required undesignated reserve of $8,206,773 at June 30, 2026.

General Fund

Fiscal Year 2026 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	$ 8,726,223	$ 8,645,479	$ 8,674,923	
Required 2 Month Undesignated Reserve	8,212,690	8,122,310	8,206,773	
Surplus/Deficit	$ 513,533	$ 523,169	$ 468,150	



CONFISCATED TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund revenues are $2,346 or 78% of operating budget, excluding use of reserves. Revenues are budgeted to cover expenses and not based on revenue projections.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund expenditures are at $23,406 or 89% of budget. Reserve funds were budgeted for the purchase of short-barreled rifles for the Police Department and a donation to the Police Athletic League.

HOMELESS SHELTER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Fund revenues are $604,790 or 74% of total revenues budgeted this fiscal year. Operating revenues are comprised of private donations totaling $6,500 and transfers from the General Fund totaling $598,232 or 75% of budgeted funds which will be used towards operations of the facility.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter expenses are $601,387 or 74% of budgeted expenses this fiscal year. Expenses include payments to the West Volusia Neighborhood Center for operation of the shelter, payments to the First Step Shelter, and property insurance and building maintenance for the facility. The Homeless Shelter Fund has depleted all reserve funds and relies on donations and transfers from the General Fund to cover expenses this year.

SPRING HILL COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund revenues realized at June 30, 2026 are $1,235,033 or 114% of budgeted revenues, excluding use of reserves. CRA revenues are comprised of ad valorem taxes, intergovernmental revenues from other taxing authorities, miscellaneous revenues, and interest revenue.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 160 - SPRING HILL CRA FUND				
AD VALOREM	369,101	374,557	101.48	349,613
INTERGOVERNMENTAL REVENUE	711,066	783,314	110.16	717,655
MISCELLANEOUS REVENUES	1,200	2,000	166.67	1,589
INTEREST REVENUES	-	75,162	100.00	65,235
OPERATING GRANTS	-	-	0.00	27,802
	1,081,367	1,235,033	114.21	1,161,894
USE OF RESERVES	1,028,315	-	-	-
TOTAL REVENUES	2,109,682	1,235,033	58.54	1,161,894

- Ad Valorem and Intergovernmental revenues are 101% and 110% realized due to revenues from all taxing agencies billed and collected in the first quarter.

- Miscellaneous Revenues are 167% realized mainly due to toy donations from Open Door Christian Church.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund total expenditures are $306,003 or 15% of total budget, while operating expenses are $271,843 or 58% of operating budget, excluding contingency savings and capital. Expenditures by category as a percent of appropriated funds are personnel 66%, operating 75%, grants & aid 13%, transfers to other funds 82%, services provided by general government 75%, capital outlay 3%, and contingency 0%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 160 - SPRING HILL CRA FUND				
PERSONNEL	220,424	146,518	66.47	122,833
OPERATING	51,402	38,799	75.48	45,080
GRANTS & AID	110,000	14,459	13.14	8,505
TRANSFERS TO OTHER FUNDS	54,971	44,983	81.83	37,155
SERVICES PROVIDED BY GEN GOVT	36,112	27,084	75.00	13,107
	472,909	271,843	57.48	226,680
CAPITAL OUTLAY	1,037,315	34,160	3.29	97,604
CONTINGENCY	599,458	-	-	-
TOTAL EXPENDITURES	2,109,682	306,003	14.50	324,284

- Grants and aid are 13% of budget and includes exterior improvement and connection assistance grants which are below budget for the current year.

- Budgeted transfers include transfers to the debt service fund for repayment of debt ($36,386) and transfers to the capital projects fund for shared expenses for technology projects ($18,585).

- Capital Outlay is 3% of budget mainly due to the timing of capital projects which don't always follow benchmarks for any given quarter.

SPRINGHILL CRA FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
CANDLELIGHT OAKS BASKETBALL COURT	56,725	34,160	-	22,565	39.78
CANDLELIGHT PARK IMPROVEMENTS	116,231	-	-	116,231	100.00
SIDEWALK INSTALLATION AND IMPROVEMENTS	49,000	-	-	49,000	100.00
ADA UPGRADES	13,000	-	-	13,000	100.00
CLARA STREETSCAPE	793,359	-	-	793,359	100.00
COLOR COPIER/PRINTER	9,000	-	-	9,000	100.00
CANDLELIGHT OAKS BASKETBALL COURT	56,725	34,160	-	22,565	39.78
	1,037,315	34,160	-	1,003,155	96.71

GOVERNMENTAL IMPACT FEES TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund revenues realized at June 30, 2026 are $1,483,695 or 117% of budgeted operating revenues, excluding use of reserves. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new customers. Revenues are budgeted to match expenses and do not reflect planned savings for the fiscal year. A new Impact Fee study was completed in July 2025 with fee increases adopted by ordinance in September 2025.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 170 - GIFT FUND				
PERMITS. FEES, & SPECIAL ASSESSMENTS				
IMPACT FEES - POLICE RESIDENTIAL	41,755	164,070	392.93	247,596
IMPACT FEES - FIRE RESIDENTIAL	189,276	266,185	140.63	119,932
IMPACT FEES - POLICE COMMERCIAL	-	4,668	100.00	28,055
IMPACT FEES - FIRE COMMERCIAL	-	9,001	100.00	13,187
IMPACT FEES - RECREATION RESIDENTIAL	865,886	655,484	75.70	556,064
IMPACT FEES - GEN GOVT RESIDENTIAL	167,090	239,942	143.60	214,652
IMPACT FEES - GEN GOV'T COMMERCIAL	-	7,552	100.00	24,289
INTEREST REVENUES	-	188,007	100.00	166,946
TRANSFERS FROM OTHER FUNDS	-	136,793	100.00	188,007
	1,264,007	1,483,695	117.38	1,391,781
USE OF RESERVES	1,132,281	-	-	-
TOTAL REVENUES	2,396,288	1,483,695	61.92	1,391,781

- Impact fees are trending upward this fiscal year compared to the same period last year. Budgeted impact fees are mainly dedicated to the repayment of debt for impact-related projects.

- Budgeted Use of General Gov't reserves is to fund AED upgrades around city ($20,000), Orange Camp roundabout sign & improvements ($60,000), Fleet/Maintenance building ($92,910), six security cameras for downtown ($30,000), meridian barriers and bollards ($308,650), and impact fee study ($698).

- Budgeted Use of Parks & Rec Reserves is to fund the Sperling Sports Complex parking improvements ($128,367) and impact fee study ($698).

- Budgeted Use of PD Reserves is to fund six new police vehicles ($105,012), GETAC tablets ($46,550), and impact fee study ($698).

- Budgeted Use of Fire Reserves is to fund design fees for South Station ($150,000), heavy rescue equipment ($188,000), and impact fee study ($698).

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund expenses as of June 30, 2026 are $1,192,642 or 50% of budgeted funds. 75% of budgeted expenditures are transfers to other funds to cover project expenses that are funded by more than impact fees.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 170 - GIFT FUND				
OPERATING	83,387	69,796	83.70	79,905
TRANSFERS TO OTHER FUNDS	1,526,008	892,315	58.47	981,059
CAPITAL OUTLAY	786,893	230,530	29.30	305,848
TOTAL EXPENDITURES	2,396,288	1,192,642	49.77	1,366,812

- Budgeted operating expenses include funding for an updated impact fee study ($2,792), ladder truck equipment ($14,045) citywide AED upgrades ($20,000) and GETAC Tablets ($46,550).

- Budgeted transfers to the General Fund include $200,000 to repay Hurricane Reserves. Budgeted transfers to the Debt Service Fund include $877,641 for debt funded impact projects such as Earl Brown Park, Sperling Sports Complex, Pickleball Courts, construction of Fire Station #81 and Police Evidence Building. Budgeted transfers to the Capital Project Fund include projects such as Orange Camp Roundabout Sign & Improvements ($60,000), Sperling Sports Complex Parking Improvements ($128,367) and Fleet/Maintenance Building ($260,000).

- Capital Outlay is at 29% of budget due to timing of capital purchases and will not follow normal benchmarks each quarter. Detailed expenditures for capital projects are included below.

GOVERNMENTAL IMPACT FEES TRUST FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
BOLLARDS	308,650	-	-	308,650	100.00
DOWNTOWN CAMERAS (6)	30,000	-	30,000	-	0.00
DESIGN FEES FOR SOUTH STATION	166,305	5,438	11,063	149,805	90.08
NEW LADDER TRUCK EQUIPMENT	88,926	58,974	29,952	0	0.00
MSA G1 SCBA FOR HEAVY RESCUE & LADDER 83	88,000	78,605	-	9,395	10.68
VEHICLE FOR NEW OFFICER (1 OF 6)	17,502	14,586	-	2,916	16.66
VEHICLE FOR NEW OFFICER (2 OF 6)	17,502	14,586	-	2,916	16.66
VEHICLE FOR NEW OFFICER (3 OF 6)	17,502	14,586	-	2,916	16.66
VEHICLE FOR NEW OFFICER (4 OF 6)	17,502	14,586	-	2,916	16.66
VEHICLE FOR NEW OFFICER (5 OF 6)	17,502	14,586	-	2,916	16.66
VEHICLE FOR NEW OFFICER (6 OF 6)	17,502	14,586	-	2,916	16.66
	786,893	230,530	71,015	485,348	61.68

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund revenues are at $1,262,831 or 123% of budgeted revenues. CRA revenues are comprised of ad valorem taxes, intergovernmental revenue, charges for services, miscellaneous revenues, and interest revenues.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 180 - DOWNTOWN CRA FUND				
AD VALOREM	554,701	560,904	101.12	398,797
INTERGOVERNMENTAL REVENUE	396,512	561,421	141.59	401,411
CHARGES FOR SERVICES	58,105	61,221	105.36	29,450
MISCELLANEOUS REVENUES	14,618	16,510	112.94	111,106
INTEREST REVENUES	-	62,776	100.00	58,382
TOTAL REVENUES	1,023,936	1,262,831	123.33	999,146

- Ad Valorem and Intergovernmental revenues are 101% and 142% realized due to revenues from all taxing agencies are billed and collected in the first quarter of the fiscal year.

- Charges for services and miscellaneous revenues are 105% and 113% of budget and include Museum of Arts and Mainstreet DeLand lease payments. Lease payments are billed in advance and include 11 months of billed revenue through the end of the third quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund expenditures are $670,065 or 65% of total budget funds, while operating expenses are $656,437 or 75% of operating budget, excluding contingency savings and capital. Expenses by category as a percent of appropriated funds are operating expenses 71%, grants and aid 82%, services provided by general government 75%, transfers to other funds 100%, capital outlay 100%, and contingency 0%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 180 - DOWNTOWN CRA FUND				
OPERATING	556,606	392,593	70.53	435,167
GRANTS & AID	259,500	211,867	81.64	2,722
TRANSFERS TO OTHER FUNDS	38,435	38,435	100.00	38,435
SERVICES PROVIDED BY GEN GOVT	18,056	13,542	75.00	13,107
	872,597	656,437	75.23	489,431
CAPITAL OUTLAY	-	13,628	100.00	93,751
CONTINGENCY	151,339	-	-	-
TOTAL EXPENDITURES	1,023,936	670,065	65.44	583,182

- Services provided by general government represents allocated expenses for management services provided by the general fund.
- Budgeted transfers include transfers to the debt service fund to cover loan payments for Downtown Parking Improvements ($38,435).
- Capital Outlay is 100% of budget due to the timing of budget amendments which will be approved at the next Downtown CRA Meeting. Detailed expenditures for capital projects are included below.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
VOOHRIS AVENUE STREETSCAPE	-	13,628	-	(13,628)	0.00
	-	13,628	-	(13,628)	0.00

GRANTS & SPECIAL REVENUES FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund revenues realized at June 30, 2026 are $1,505,408 or 104% of budgeted revenues, excluding use of reserves and debt proceeds. The Grants and Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants and other specific revenues that fund non-payroll operating expenses. Revenues in this fund are based on timing of projects and will not always follow the normal benchmarks for each quarter.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2026
Fund 190 - GRANT & SPECIAL REVENUE FUND				
OTHER TAXES	388,540	285,450	73.47	278,323
CHARGES FOR SERVICES	85,500	89,550	104.74	569,625
INTEREST REVENUES	-	31,697	100.00	43,363
TRANSFERS FROM OTHER FUNDS	755,078	885,625	117.29	83,361
CAPITAL GRANTS	222,890	213,086	95.60	60,440
	1,452,008	1,505,408	103.68	1,035,112
DEBT PROCEEDS	500,000	-	-	-
USE OF RESERVES	544,174	-	-	-
TOTAL REVENUES	2,496,182	1,505,408	60.31	1,035,112

- Charges for Services include Tree Replacement revenue which is 105% of budget.

- Budgeted transfers include transfers from the General Fund for road materials and improvements ($725,833), Jackson Lane Park improvements ($23,795), and drone replacement ($5,450). Transfers exceed budget because road resurfacing was originally budgeted to be financed through debt proceeds. Due to the postponement of the pickleball court project, the planned debt issuance is no longer necessary this fiscal year. As a result, available funds were transferred from the general fund to finance road resurfacing projects.

- Federal grant revenues include FDLE funds for drone replacement and County of Volusia funds for Zoll Autopulse Devices.

- Use of Reserves is budgeted for road materials and supplies ($255,507) and tree revenue projects ($288,667).

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenue Fund expenditures as of June 30, 2026 are $1,928,614 or 77% of budgeted funds. Expenses by category are operating 70% and capital outlay 95%. Operating expenses include road materials and supplies and tree department operating supplies. Expenditures in this fund are based on timing of projects and will not always follow normal benchmarks for a given quarter.

GRANTS & SPECIAL REVENUES FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
CO OF VOL - ZOLL AUTOPULSE DEVICES	188,244	188,086	-	158	0.08
FDLE - DRONE REPLACEMENT	30,450	30,450	-	-	0.00
SR44 & KEPLER INTERSECTION IMPROVEMENTS	338,699	338,699	-	-	0.00
REPLACE 1330143 WITH A F550 REGULAR CAB	126,609	95,174	-	31,435	24.83
ATTACHMENTS FOR THE MINI-SKID STEER	16,558	8,279	-	8,279	50.00
CDBG 2025 - JACKSON LANE PARK PAVILION	23,795	23,795	-	-	0.00
	724,355	684,483	-	39,872	5.50

DEBT SERVICE FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Debt Service Fund consists of transfers from other funds which are used to pay debt payments for the current fiscal year. As of June 30, 2026, $1,753,505 or 77% of budgeted funds were transferred from other funds to cover debt payments made by the end of the third quarter. Transfers occur as debt payments are due which will not always follow normal benchmarks each quarter.

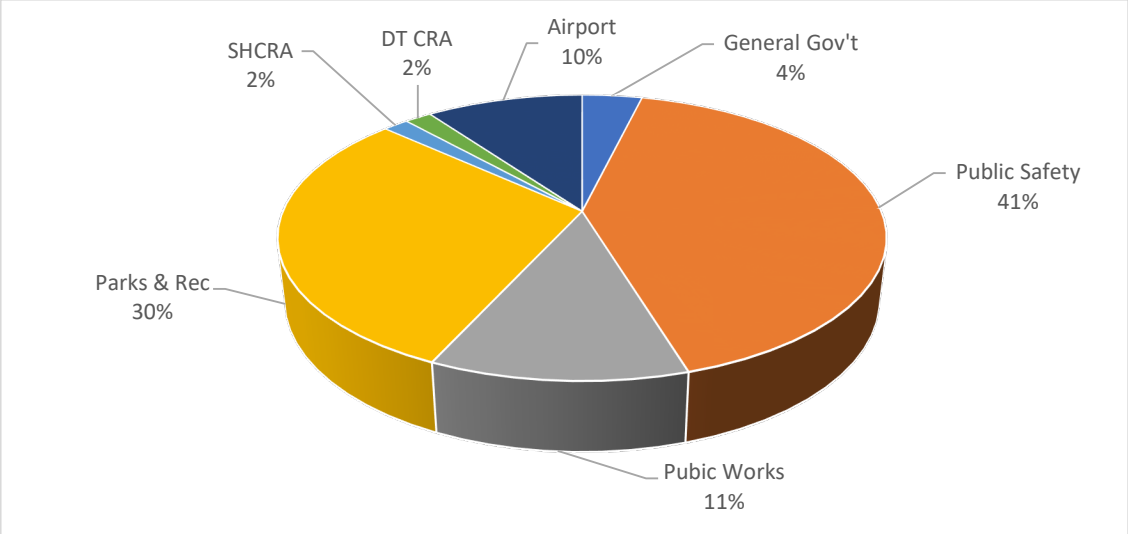
EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Debt Service Fund expenditures are $1,753,505 or 77% of budgeted funds at the end of the third quarter. Budgeted expenditures by department for governmental related debt payments include General Government ($103,758), Public Safety ($938,950), Public Works ($261,738), Parks and Recreation ($676,746), Airport ($225,164), Downtown CRA ($38,435), and Springhill CRA ($36,386). Parks budget includes estimated payments for construction of pickleball courts.

Annual Debt Service Schedule – FY 2026

Governmental Funds Debt	FY 2026 From Amortization Schedules			
Debt Instrument	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2013A Note BB&T - EB Park	141,252	38,591	179,843	1,042,322
2013B Note BB&T - EB Park	53,473	14,609	68,082	394,585
2018A Revenue Note BB&T - Non-taxable	279,900	45,709	325,609	1,236,546
2018B Revenue Note BB&T - Taxable	72,244	26,316	98,560	595,603
2019 Revenue Note - Chase Bank	547,219	107,138	654,357	6,090,665
2020 Truist Bank Lease - Ladder Truck	198,627	5,600	204,227	201,408
2023 Revenue Note - Webster Bank	205,500	218,254	423,754	4,499,400
	1,498,214	456,218	1,954,432	14,060,529

Debt Service by Function – FY 2026



CAPITAL PROJECTS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Capital Projects Fund total $6,352,665 or 43% of budgeted funds. Revenue includes .3 mills of ad valorem taxes dedicated for capital expenses, interest earnings, debt proceeds and transfers from other funds which are recognized when expenses are incurred for each project and will not always follow normal benchmarks each quarter.

RVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 300 - CAPITAL PROJECTS FUND				
AD VALOREM	1,049,209	1,111,384	105.93	1,353,283
MISCELLANEOUS REVENUES	-	-	0.00	17,114
INTEREST REVENUES	-	28,950	100.00	79,379
TRANSFERS FROM OTHER FUNDS	9,324,175	5,212,332	55.90	1,656,420
	10,373,384	6,352,665	61.24	3,106,196
DEBT PROCEEDS	3,191,000	-	-	-
USE OF RESERVES	1,379,348	-	-	-
TOTAL REVENUES	14,943,732	6,352,665	42.51	3,106,196

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Capital fund expenditures total $6,352,147 or 43% of budgeted capital expenses. Expenses in this fund are for operating capital and capital projects which are detailed in the section below.

CAPITAL PROJECTS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
ROOF REPLACEMENT FOR CITY HALL	546,328	-	546,328	-	0.00
CITY HALL MONUMENT SIGNS	23,192	19,974	-	3,218	13.88
FIRE PANEL FOR CITY HALL	29,648	-	-	29,648	100.00
BS&A ONLINE CLOUD BASE	247.000	31,350	191,120	24,530	9.93
DARKTRACE - INTERNAL NETWORK SECURITY	67,699	-	-	67,699	100.00
PRODUCTION SERVER REFRESH	148,864	117,987	-	30,877	20.74
VX RAIL SERVERS	856,100	720,891	-	135,209	15.79
MOVE FIBER FOR WAN FROM PD TO CH	14,488	-	14,488	-	0.00
SCSI PROTOCOL/SERVER STORAGE HARDWARE	48,876	48,876	-	-	0.00
SCANNER CITY CLERK OFFICE	7,800	-	7,800	-	0.00
CARL WILLIAMSON ROOM AV BREAK FIX	12,574	12,573	-	1	0.01
FIRE STATION 82/83 IMPROVEMENTS	4,328	3,018	-	1,310	30.27
FIRE STATION 83 ADDITION	22,571	18,900	-	3,671	16.26
LAND FOR NEW FIRE STATION NEAR SR44	145,000	6,250	-	138,750	95.69
FIRE STATION 83 ADDITION	839,933	715,676	-	124,257	14.79
STATION 82 UPGRADES	106,608	26,927	60,595	19,086	17.90
ENGINE REPLACEMENT 2007 CONTENDER	809,581	791,879	17,702	0	0.00
LADDER APPARATUS 75' PIERCE ENFORCER	1,288,732	1,288,731	-	1	0.00
MACH ALERT 81-82-83	53,215	-	53,215	1	0.00
ZOLL X SERIES ADV MONITOR DEFIB	55,900	48,627	6,992	282	0.50
CONFINED SPACE RESCUE EQUIP	30,000	19,490	362	10,148	33.83
REPLACEMENT VENTILATION FANS FOR E82	5,049	5,049	-	0	0.00
REPLACEMENT VENTILATION FANS FOR E83	5,049	5,049	-	0	0.00
GENERATOR REPLACEMENT AT FS82	62,739	62,739	-	0	0.00
ENGINE REBUILD ON RESCUE VEHICLE	13,644	13,643	-	1	0.01
ST 82 HARDWIRED FOR KEYCARD SWIPES	14,200	-	-	14,200	100.00
NEW 60 MIL PVC ROOF	237,233	-	181,795	55,438	23.37
PD PERIMETER SECURITY FENCING AND WALL	178,875	-	21,172	157,703	88.16
REPLACE FAULTY HVAC CHILLER WATER VALVES	12,650	-	-	12,650	100.00
600KW DIESEL GENERATOR FOR POLICE	204,276	204,276	-	-	0.00
2026 CHEVY BLAZER CID 1 OF 2	45,810	45,809	-	1	0.00
FORD EXPEDITION WRAPPED COMMUNITY ENGAGE	80,974	80,943	-	31	0.04

2026 CHEVY BLAZER CID 2 OF 2	45,812	45,812	-	0	0.00
2026 FORD INTERCEPTOR SUV PATROL 1 OF 5	81,068	61,286	15,417	4,365	5.38
2026 FORD INTERCEPTOR SUV PATROL 2 OF 5	81,068	61,286	15,417	4,365	5.38
2026 FORD INTERCEPTOR SUV PATROL 3 OF 5	81,068	61,286	15,417	4,365	5.38
2026 FORD INTERCEPTOR SUV PATROL 4 OF 5	81,068	61,286	15,417	4,365	5.38
2026 FORD INTERCEPTOR SUV PATROL 5 OF 5	81,068	61,286	15,417	4,365	5.38
HANDHELD PORTABLE RADIOS	48,019	48,018	-	1	0.00
422 E BERESFORD LAND PURCHASE	846,900	31,475	425	815,000	96.23
COMMAND ROOM AV BREAK FIX	7,499	7,499	-	0	0.00
COLOR COPIER, FAX AND SCANNER FOR PS	9,000	-	-	9,000	100.00
BADGE ACCESS CONTROL PANEL	7,500	-	-	7,500	100.00
CITY ENTRY FEATURE - DESIGN	85,988	7,568	78,420	0	0.00
BERESFORD EXT. MULTI USE PATH WITH VOLUS	119,819	-	-	119,819	100.00
ARLINGTON SIDEWALK - PLYMOUTH TO OAKDALE	50,000	-	-	50,000	100.00
ORANGE CAMP SIGN AND IMPROVEMENTS	311,846	-	-	311,846	100.00
RRFB SIGN 1 OF 2	9,378	7,637	-	1,741	18.56
RRFB SIGN 2 OF 2	9,379	6,681	-	2,698	28.77
REPLACE 11320124- STERLING DUMP	268,743	-	191,152	77,591	28.87
2025 FORD F550 (REPLACE 132128A)	107,782	94,027	-	13,755	12.76
2025 FORD F250 SUPER CAB	71,570	70,569	-	1,001	1.40
REPLACE 132-INM-524 WITH SCAG TURF 61"	20,400	16,199	-	4,201	20.59
INSTALL CEMETERY FENCE	83,325	29,254	-	54,071	64.89
REPLACE 134182B - F150	54,562	39,582	-	14,980	27.45
REPLACE 134180A - F350	99,259	73,901	-	25,358	25.55
FUEL MASTER LIVE	25,733	19,967	-	5,766	22.41
REPLACE 136195A WITH CHEVY SILVERADO	63,169	45,424	-	17,745	28.09
PICKLEBALL/TENNIS COURTS - EARL BROWN	-	58,658	-	(58,658)	0.00
RESURFACE GYM FLOOR - CHISHOLM	10,680	-	-	10,680	100.00
TERMITE TENTING ADMIN BLDG & LEMON ROOM	13,960	-	-	13,960	100.00
SPEC MARTIN IMPROVEMENTS	4,494	-	-	4,494	100.00
PICKLEBALL/TENNIS COURTS - EARL BROWN	3,710,944	-	4,176	3,706,768	99.89
SKATEPARK DESIGN	100,000	-	-	100,000	100.00
SPEC - DRAINAGE, REPLACE TURF	455,043	36,474	96,559	322,010	70.76
PARKING IMPROVEMENTS - SPERLING	305,913	291,362	-	14,551	4.76
PANIC BARS - CONRAD	20,626	16,239	-	4,387	21.27
PANIC BARS - SPEC MARTIN	20,654	20,653	-	1	0.00
NEW PAVILION & REMOVAL OF TENNIS COURTS	15,000	-	-	15,000	100.00
REPLACEMENT OF SEWER LINE - EBP	6,525	6,525	-	-	0.00
REPLACE BANQUET CHAIRS - SANBORN	73,794	-	-	73,794	100.00
APGAR SPORTS COMPLEX SIGNS	153,220	153,220	-	-	0.00
ROBOT MOWERS	2,777	-	-	2,777	100.00
PULL BEHIND LIFT	47,905	47,903	-	2	0.00
REPLACE ROTADARION	21,988	21,988	-	-	0.00
REPLACE TORO TOPDRESSER	19,907	18,970	-	937	4.70
BACKFLOW PREVENTER 1 OF 2	8,988	8,648	-	341	3.79
BACKFLOW PREVENTER 2 OF 2	8,989	8,895	-	94	1.05
PULL BEHIND LEAF & DEBRIS BLOWER	12,495	12,014	-	481	3.85
REPLACE VIDEO BOARD & SOUND SYSTEM -SPEC	527,301	263,651	263,651	-	0.00
NEW HYDRAULIC IN-GROUND CYLINDER CONRAD	80,766	80,765	-	1	0.00
A/C REPLACEMENT AT SPEC MARTIN	59,000	59,000	-	-	0.00
NEW DISHWASHER AT SANBORN	9,047	9,047	-	0	0.00
REEL MOWER	57,356	-	57,356	0	0.00
ICE MACHINE - SPEC MARTIN	6,852	6,852	-	0	0.00
SPEC MARTIN SOUND SYSTEM	185,163	92,581	92,581	1	0.00
FIBER - SPEC MARTIN CONCESSIONS	20,342	-	20,341	1	0.00
SPERLING CONCESSION TECH UPGRADES	14,044	-	14,044	0	0.00
	14,943,732	6,352,147	1,997,357	6,594,228	44.13

WATER & SEWER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Sewer revenues are $38,542,534 or 48% of budget. Operating revenues, excluding capital grants, debt proceeds and use of reserves are 82% realized as of June 30, 2026. Revenue by category as a percent of budget realized is charges for services 78%, miscellaneous revenues 544%, interest revenues 121%, charges for government services 75%, transfers from other funds 36%, capital grants 46%, and debt proceeds 37%.

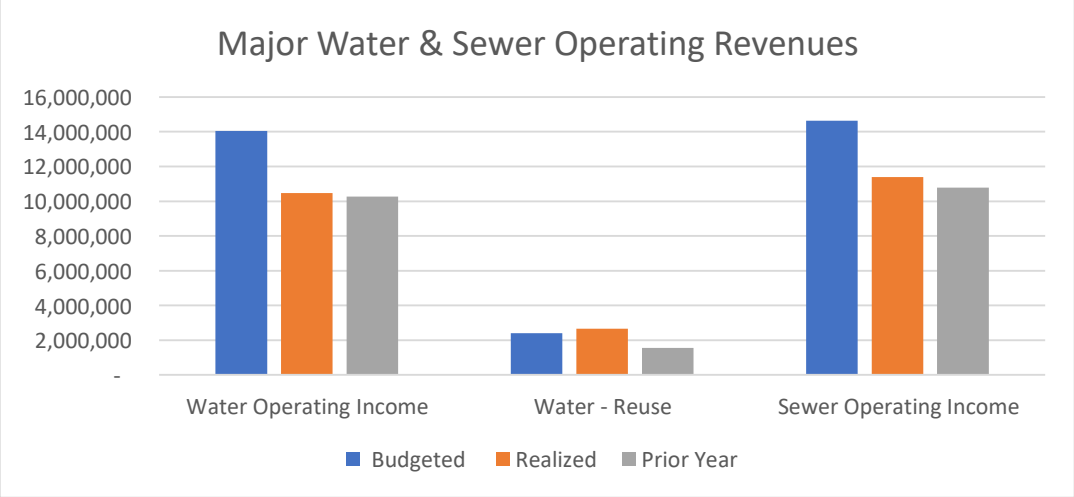
REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 401 - WATER & SEWER FUND				
CHARGES FOR SERVICES	33,041,703	25,905,995	78.40	23,844,623
MISCELLANEOUS REVENUES	203,505	1,107,834	544.38	542,746
INTEREST REVENUES	820,000	991,304	120.89	828,302
CHARGES FOR GOVT SERVICES	186,482	139,632	74.88	119,013
TRANSFERS FROM OTHER FUNDS	100,000	35,747	35.75	-
	34,351,690	28,180,512	82.04	25,334,684
CAPITAL GRANTS	10,456,556	4,835,547	46.24	9,915,479
DEBT PROCEEDS	15,104,551	5,526,475	36.59	13,613,827
USE OF RESERVES	20,580,221	-	-	-
TOTAL REVENUES	80,493,018	38,542,534	47.88	48,863,990

- Miscellaneous revenues are 544% realized mainly due to realized and unrealized gains on investments which fluctuate with market value each quarter.

- Charges for government services include contributions from Refuse and Stormwater funds for administrative fees provided by those departments. Contributions are based on timing of invoice payments and will not always follow normal benchmarks for any given quarter.

- Capital grants include funding from federal, state and local agencies for approved grant funded projects. Reimbursements are requested when project expenses are incurred and will not always follow normal benchmarks for any given quarter.

- Debt proceeds are the city's portion of SRF funds received this fiscal year. The first semi-annual loan payment will be due in May 2027.



As of June 30, 2026, there are 27,895 water customers and 18,826 sewer customers billed each month. As reclaim lines are installed, irrigation accounts will decrease while reclaim accounts increase. There are 1,400 irrigation meters one year ago compared to 1,389 this quarter.

Based on the last water rate study performed by Raftelis, water rates will increase 4.5% a year and wastewater rates will increase 4.0% a year through FY 2026. A new water rate study is underway and is nearing completion this year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water and Sewer Fund expenditures are at $36,655,595 or 46% of total budget. Operating expenses are 65% of operating budget, excluding capital outlay and transfers for capital. Expenditures by category as a percent of appropriated funds are personnel 67%, operating 62%, services provided by general government 75%, contingency 0%, transfers to other funds 8%, and capital outlay 37%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 401 - WATER & SEWER FUND				
PERSONNEL	12,591,236	8,410,378	66.80	8,105,269
OPERATING	11,295,108	6,991,881	61.90	5,786,718
SERVICES PROVIDED BY GEN GOVT	4,381,699	3,286,274	75.00	3,072,068
CONTINGENCY	305,821	-	0.00	-
	28,573,864	18,688,533	65.40	16,964,055
TRANSFERS TO OTHER FUNDS	3,711,436	296,330	7.98	769,550
CAPITAL OUTLAY	48,207,718	17,670,731	36.66	32,180,365
TOTAL EXPENDITURES	80,493,018	36,655,595	45.54	49,913,969

- Operating expense is 62% of budgeted funds mainly due to professional service (17%), sludge hauling (43%), chemicals (47%), contractual services (66%), and power bills (67%) which are significantly below budget at the end of the third quarter. Timing of invoice payments will not always follow benchmarks for any given quarter.

- Budgeted transfers Include transfers to the debt service fund ($3,208), transfer to capital project fund to cover shared costs of capital projects ($587,440) and transfers to the water trust fund and wastewater trust fund for capital projects not fully funded by impact fees ($3,120,788). Transfers are recorded when expenses are incurred and will not always follow normal benchmarks for any given quarter.

EXPENDITURES BY DEPARTMENT	2025-26 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 6/30/2025
4201 - UTILITIES ADMIN	6,749,931	4,698,552	69.61	4,439,297
4202 - ENGINEERING	1,631,570	994,905	60.98	947,386
4203 - WATER PRODUCTION	2,078,830	1,246,249	59.95	1,226,085
4204 - WATER DISTRIBUTION	5,053,493	3,648,402	72.20	2,597,108
4205 - WASTEWATER TREATMENT	4,755,882	2,628,597	55.27	2,568,613
4206 - UTILITIES MAINTENANCE	2,785,372	1,907,027	68.47	1,727,649
4208 - FACILITIES MAINTENANCE	1,207,910	799,235	66.17	820,330
4209 - CUSTOMER SERVICE	1,945,569	1,273,631	65.46	1,197,546
4210 - WASTEWATER COLLECTION	978,023	680,837	69.61	628,258
6666 - CAPITAL OUTLAY	48,207,718	17,670,731	36.66	32,180,365
9990 - CONTINGENCY	305,821	-	0.00	-
9998 - CONTRIBUTIONS	1,081,463	811,097	75.00	811,783
9999 - TRANSFERS	3,711,436	296,330	7.98	769,550
TOTAL EXPENDITURES - FUND 401	80,493,018	36,655,595	45.54	49,913,969

WATER & SEWER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
401 E NEW HAMPSHIRE LAND PURCHASE	250,000	235,692	2,875	11,433	4.57
NEW VEHICLE FOR FOG INSPECTOR	45,094	44,826	-	268	0.59
WTP #10 PROJECT A WELL SITE	65,720	5,617	60,103	-	0.00
POTENTIAL WATER PLANT SITE ACQUISITION	16,500	5,288	11,213	-	0.00
WTP #10 PROJECT A WELL SITE	320,616	502	72,996	247,119	77.08
WTP#10 SUPPLY WELLS FG1-2	75,790	8,047	67,743	0	0.00
WATER PLANT #10 WELL FIELD & PLANT UPGRA	13,600,000	-	-	13,600,000	100.00
ASR POTABLE WELL ABANDONMENT	391	-	-	391	100.00
WATER PLANT PFAS PDR	187,000	69,392	75,453	42,155	22.54
WELL #5 EVALUATION	51,565	-	51,565	-	0.00
WATER PLANT SECURITY CAMERA REPLACEMENTS	2	-	-	2	100.00
WP#1 HIGH SERVICE WELL PUMP DRIVES 1OF3	17,249	13,225	690	3,334	19.33
WP#1 HIGH SERVICE WELL PUMP DRIVES 2OF3	17,249	10,979	2,762	3,508	20.34
WP#1 HIGH SERVICE WELL PUMP DRIVES 3OF3	17,249	10,979	2,762	3,508	20.34
WP#2 HIGH SERVICE WELL PUMP DRIVES 1OF3	19,392	-	19,391	1	0.00
WP#2 HIGH SERVICE WELL PUMP DRIVES 2OF3	19,392	-	19,391	1	0.00
WP#2 HIGH SERVICE WELL PUMP DRIVES 3OF3	19,392	-	19,391	1	0.00
WP#3 HIGH SERVICE WELL PUMP DRIVES 1OF3	17,299	-	16,629	670	3.87
WP#3 HIGH SERVICE WELL PUMP DRIVES 2OF3	17,299	-	16,629	670	3.87
WP#3 HIGH SERVICE WELL PUMP DRIVES 3OF3	17,299	-	16,629	670	3.87
DOWNTOWN WATER IMPROVEMENTS PHASE 1	72,396	17,853	32,617	21,926	30.29
SRF LEAD SERVICE LINE REPLACEMENT	1,183,676	304,904	163,792	714,980	60.40
2027 WATER MAIN IMPROVEMENTS DESIGN	425,700	21,377	376,726	27,597	6.48
WATER MASTER PLAN	9,156	-	-	9,156	100.00
HYDRAULIC 6" DIESEL PUMP ON TRAILER (ONE	65,512	65,506	-	6	0.01
PICKUP TRUCK UTILITY BODY REPLACE #288	68,209	67,355	-	854	1.25
PICKUP TRUCK UTILITY BODY REPLACE #289	68,209	67,355	-	854	1.25
BATTERY POWERED HYDRANT & VALVE EXERCISE	7,197	-	-	7,197	100.00
BATTERY POWERED VALVE EXERCISER PACKAGE	6,385	5,877	-	508	7.95
BACKHOE LOADER REPLACE #63	152,611	-	147,714	4,897	3.21
1265 AQUARIUS AVE LAND PURCHASE	5,925	2,325	3,600	-	0.00
NASH WRF ENG, PLANNING & CONSTRUCTION	47,208	498	41,997	4,713	9.98
WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	21,968,555	14,536,863	2,728,115	4,703,577	21.41
RECLAIM WATER EXPANSION PHASE #7 DESIGN	210,000	115,291	62,190	32,519	15.49
D.O. SENSORS (1 OF 3)	1,189	679	-	510	42.88
D.O. SENSORS (2 OF 3)	3,226	3,226	-	0	0.00
D.O. SENSORS (3 OF 3)	3,226	3,226	-	0	0.00
AQUA DIAMOND FILTER CLOTH REPLACMENT	13,688	13,688	-	0	0.00
CARROUSEL #3 FLENDER GEARBOX REPLACEMENT	160,000	-	-	160,000	100.00
CARROUSEL #3 FLENDER GEARBOX REBUILD	20,000	-	-	20,000	100.00
GOLF CART REPLACEMENT #252A	13,500	12,317	-	1,183	8.76
BAR SCREEN GEARBOX REPLACEMENT	7,700	-	-	7,700	100.00
LAB AUTO SAMPLER (1 OF 2)	9,800	-	9,625	175	1.79
LAB AUTO SAMPLER (2 OF 2)	9,800	-	9,625	175	1.79
VEHICLE REPLACE #210	52,094	43,918	-	8,176	15.70
L/S #79 REHABILTATION PROJECT	1,290,723	517,766	4,596	768,360	59.53
LS#1 REHABILITATION DESIGN & REPLACEMENT	1,603,615	18,792	1,584,822	1	0.00
LS#82 REPLACEMENT & PANEL BOX	80,189	76,837	-	3,352	4.18
LS#84 REPLACEMENT & PANEL BOX	84,974	77,929	-	7,045	8.29
LS#86 REPLACEMENT & PANEL BOX	80,597	77,351	-	3,246	4.03
LS#111 REPLACEMENT & PANEL BOX	171,075	110,149	450	60,476	35.35
CDBG 2025 - LS#16 GENERATOR	63,807	63,806	-	1	0.00
LAWN MOWER REPLACEMENT	10,452	10,451	-	1	0.01
L/S#26 REPLACEMENT & PANEL BOX	121,384	-	95,876	25,508	21.01
L/S#28 REPLACEMENT & PANEL BOX	108,543	4,730	103,813	0	0.00
L/S#83 REPLACEMENT & PANEL BOX	99,880	-	84,583	15,297	15.32
L/S#85 REPLACEMENT & PANEL BOX	99,880	-	90,179	9,701	9.71
L/S#90 REPLACEMENT & PANEL BOX	102,346	5,105	92,528	4,713	4.60
L/S#84 GENERATOR & TRANSFER SWITCH	62,930	9,070	41,982	11,878	18.87
L/S#10 WET WELL RELOCATION DESIGN	103,871	47,851	46,577	9,443	9.09
ENCLOSE EXISTING POLE BARN	5,617	4,986	-	631	11.23
REPLACE 2080111-F550 AERIAL BUCKET TRUCK	504	503	-	1	0.10
NEW FORD F150 SUPER CAB-FOREMAN	60,914	42,265	-	18,649	30.62
REPLACE 208109 WITH CHEVY SILVERADO 2500	84,933	63,657	-	21,276	25.05
Z62/40 ARTICULATION Z-BOOM LIFT	170,388	141,122	-	29,266	17.18

TANDEM AXLE ENCLOSED CARGO TRAILER	7,813	6,089	-	1,724	22.06
NEPTUNE AMI PILOT	208,514	125,697	82,816	1	0.00
CUSTOMER SVC CUBICLES	-	30,882	-	(30,882)	0.00
EAST REGIONAL FORCE MAIN PART B DESIGN	294,436	102,327	34,814	157,295	53.42
DOWNTOWN LIFT STATION & FM DESIGN	229,201	175,833	53,367	1	0.00
WESTSIDE SEWER INTERCEPTOR 1 OF 4	36,668	-	11,690	24,978	68.12
WESTSIDE SEWER INTERCEPTOR 2 OF 4	36,668	-	11,690	24,978	68.12
WESTSIDE SEWER INTERCEPTOR 3 OF 4	36,668	-	11,690	24,978	68.12
WESTSIDE SEWER INTERCEPTOR 4 OF 4	36,668	336	11,690	24,641	67.20
25/26 SEWER LINE REHABILITATION	275,000	268,666	-	6,334	2.30
25/26 MANHOLE REHABILITATION	100,000	1,229	97,566	1,206	1.21
EAST REGIONAL SEWER FORCE MAIN PHASE B-1	3,180,000	496	1,098,300	2,081,204	65.45
	48,207,718	17,670,731	7,591,253	22,945,733	47.60

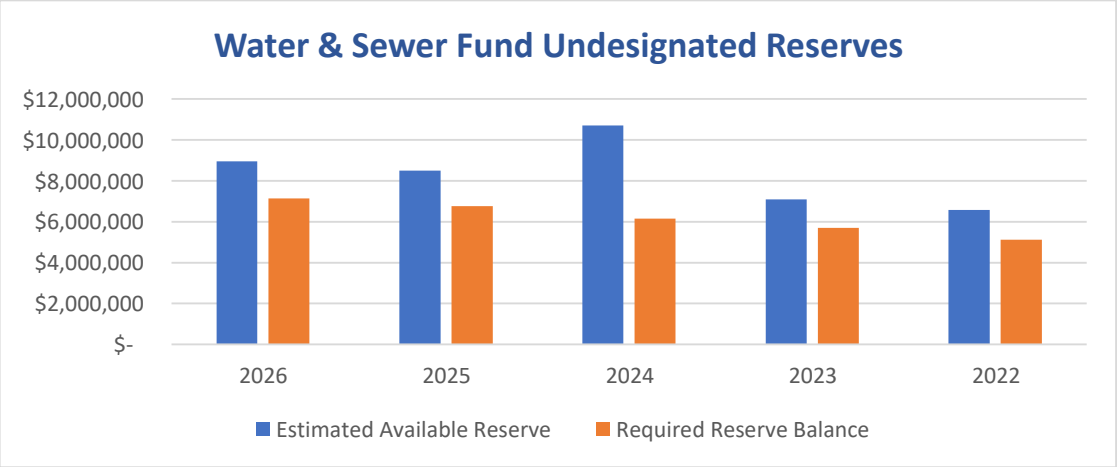
WATER & SEWER FUND RESERVE ANALYSIS

According to city policy, the city will manage its fiscal resources to ensure funding for city operations is not disrupted. A reserve equivalent to three months' operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be $8,956,901 which represents a reserve balance of $1,812,633 above the three-month required Undesignated Reserve of $7,144,268 at June 30, 2026.

Water & Sewer Fund

Fiscal Year 2026 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	$ 8,240,109	$ 8,956,901	$ 8,956,901	
Required 3 Month Undesignated Reserve	6,904,177	6,979,496	7,144,268	
Surplus/Deficit	$ 1,335,932	$ 1,977,405	$ 1,812,633	



WATER TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water Trust Fund revenues are $1,511,765 or 95% of budget, excluding use of reserves, as of June 30, 2026. Revenues include impact fees & fair share agreements 82%, miscellaneous revenue 100%, interest revenue 100%, and transfers from other funds 0%.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water Trust Fund expenditures are $373,832 or 5% of budget as of June 30, 2026. Expenses by category are operating 100% and capital outlay 5%. Operating expenses include investment fees.

WATER TRUST FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN	
2024 WATER MAIN IMPROVEMENTS	342,517	79,750	-	262,767	76.72	
DOWNTOWN WATER IMPROVEMENTS DESIGN	913,845	950	-	912,895	99.90	
2025 WATER MAIN IMPROVEMENTS	2,373,723	37,653	1,927,520	408,550	17.21	
2026 WATER MAIN IMPROVEMENTS	2,539,106	255,196	7,103	2,276,807	89.67	
DOWNTOWN WATER MAIN CONSTRUCTION	1,000,000	-	2,551,865	(1,551,865)	(155.19)	*
	7,169,191	373,550	4,486,488	2,309,153	32.21	

**Encumbrances include projects out for bid which are estimated to be more than budget and will be analyzed when bids are received.*

WASTEWATER TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Wastewater Trust Fund revenues realized are $1,868,191 or 31% of budget, excluding use of reserves. Revenues include impact fees 90%, miscellaneous revenue 100%, interest revenue 17,196%, transfers from other funds 0%, and capital grant revenue 0%.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Waste Water Trust Fund expenditures are $2,571,901 or 26% of budget as of June 30, 2026. Expenses by category are operating 100% and capital outlay 26%.

WASTEWATER TRUST FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
SJRWMD/FDEP - RECLAIM EXP CONST PH 5	38,743	16,785	21,943	15	0.04
EAST REGIONAL FORCE MAIN PART A1 & A2	3,036,127	2,554,685	481,441	0	0.00
RECLAIM WATER EXPANSION CONSTRUC PHASE 6	2,351,575	255	890,253	1,461,067	62.13
DOWNTOWN LIFT STATION & FORCE MAIN CONST	4,595,000	-	4,595,000	-	0.00
	10,021,445	2,571,725	5,988,637	1,461,082	14.58

MUNICIPAL AIRPORT FUND

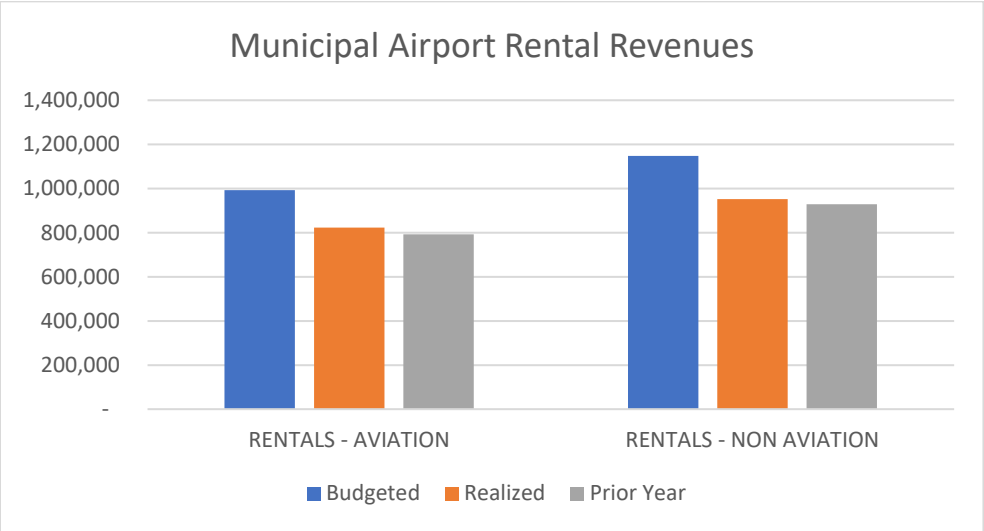
REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport revenues realized as of June 30, 2026 are $1,965,865 or 23% of total budget. Operating revenues, excluding use of reserves and capital grants, are 84% realized through the end of the third quarter. Revenues by category are miscellaneous revenues 41%, interest revenues 352%, rental income 83%, and capital grant revenue 2%.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 430 - AIRPORT FUND				
MISCELLANEOUS REVENUES	5,000	2,054	41.07	6,017
INTEREST REVENUES	12,000	42,290	352.41	21,666
RENTAL INCOME	2,140,870	1,775,295	82.92	1,720,794
	2,157,870	1,819,638	84.33	1,748,476
CAPITAL GRANTS	6,187,993	146,226	2.36	2,614,219
USE OF RESERVES	271,796	-	-	-
TOTAL REVENUES	8,617,659	1,965,865	22.81	4,362,695

- Due to the timing of monthly billings, rental income includes ten months of billed revenue or 83% of annual revenue through the end of the third quarter.

- Capital grant revenues are 2% realized due to the timing of grant funded revenues. Grant revenues are collected after expenses are incurred and eligible for reimbursement which do not always follow normal benchmarks for any given quarter.



EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund expenditures are $1,464,307 or 17% of total budget as of June 30, 2026. Expenditures by category are personnel 62%, operating expenses 48%, services provided by general government 75%, transfers to other funds 16%, capital outlay 5%, and contingency 0%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 430 - AIRPORT FUND				
PERSONNEL	605,882	378,049	62.40	420,466
OPERATING	832,115	398,379	47.88	540,570
SERVICES PROVIDED BY GEN GOVT	378,998	284,249	75.00	299,936
TRANSFERS TO OTHER FUNDS	414,666	66,144	15.95	57,023
	2,231,661	1,126,820	50.49	1,317,995
CAPITAL OUTLAY	6,385,554	337,487	5.29	2,769,826
CONTINGENCY	444	-	0.00	-
TOTAL EXPENDITURES	8,617,659	1,464,307	16.99	4,087,821

- Operating expenses are at 48% of budget mainly due to professional services, including $318,174 budgeted for the master plan update which is 42% of budget at the end of the third quarter.

- Budgeted transfers to other funds include transfers to the general fund for repayment of debt ($225,164), transfers to the debt service fund for copier lease ($255), transfers to the capital project fund for shared project costs of IT projects ($39,247) and transfers to the stormwater fund for the Old Daytona Road bridge construction ($150,000). Transfers are recorded when expenses are incurred and will not always follow normal benchmarks for any given period.

- Capital Outlay is at 5% of budget due to timing of capital projects which occur over multiple budget years and will not follow normal benchmarks for any given period. Most capital projects are funded by grant revenues for the airport. Grant revenues are reimbursed after expenses are incurred.

MUNICIPAL AIRPORT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN	
FDOT - EAST HANGAR COMPLEX - PHASE 1B	157,570	58,700	98,870	-	0.00	
FAA/FDOT - AIRFIELD MARKINGS	97,344	60,037	26,106	11,200	11.51	
FDOT - W APRON REHAB CONST (NON-AIP)	77,036	40,280	-	36,756	47.71	
FDOT - HANGAR ELECTRICAL IMPROV DESIGN	26,278	-	-	26,278	100.00	
FDOT - SOUTH CENTRAL APRON REHAB - DESIG	67,238	58,186	9,052	0	0.00	
FDOT - DESIGN RUNWAY 5/23 REHAB	227,100	69,200	157,900	-	0.00	
FAA/FDOT - CONST REHAB OF RUNWAY 5/23	3,500,000	-	-	3,500,000	100.00	
FDOT - CONST T-HANGAR UPGRADES A, B & C	6,818	6,818	-	1	0.01	
FDOT - AIRFIELD MARKINGS (NON-AIP)	40,199	11,070	9,130	20,000	49.75	
FDOT- CONSTRUCT EAST HANGAR PHASE 1B	908,174	-	-	908,174	100.00	
FAA/FDOT-SOUTH CENTRAL APRON - CONSTRUCT	1,000,000	3,250	1,223,000	(226,250)	(22.63)	*
FDOT-TAXIWAY E LIGHT, SIGN RECON-DESIGN	125,000	-	120,000	5,000	4.00	
EAST HANGAR COMPLEX DIRECTIONAL SIGN	13,830	-	-	13,830	100.00	
FDOT-SECURITY LIGHTING	100,000	-	14,000	86,000	86.00	
FUEL MASTER	15,399	15,399	-	0	0.00	
NEW EOC RADIO SET	14,548	14,548	-	0	0.00	
MAINT. SHOP GATE CARD READER	9,020	-	-	9,020	100.00	
FDOT - EAST HANGAR COMPLEX - PHASE 1B	157,570	58,700	98,870	-	0.00	
FAA/FDOT - AIRFIELD MARKINGS	97,344	60,037	26,106	11,200	11.51	
FDOT - W APRON REHAB CONST (NON-AIP)	77,036	40,280	-	36,756	47.71	
FDOT - HANGAR ELECTRICAL IMPROV DESIGN	26,278	-	-	26,278	100.00	
FDOT - SOUTH CENTRAL APRON REHAB - DESIG	67,238	58,186	9,052	0	0.00	
	6,385,554	337,487	1,658,058	4,390,009	68.75	

** Encumbrances include projects out for bid which are estimated to be more than budget and will be analyzed when bids are received*

REFUSE COLLECTION FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Refuse Collection Fund revenues realized on June 30, 2026 are $4,815,928 or 75% of budgeted revenues. A 5-year solid waste and recycling contract was negotiated with GFL Corporation in FY 2023. A 3.0% CIP rate increase was approved by Resolution on July 7, 2025 to be effective October 1, 2025.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Refuse Collection Fund expenditures are $4,807,471 or 75% of budgeted funds. Operating expenses are paid when invoices are received during the year and the timing of payments does not always follow benchmarks for any given quarter.

STORMWATER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund revenues are $2,533,659 or 91% of budgeted revenues, excluding use of reserves. An annual stormwater fee is billed each year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts. Stormwater fees are typically billed at the end of the calendar year. A new rate study was completed in July 2025 with proposed rate increases to begin in FY 2026. Beginning in FY 2026, stormwater rates will increase 15% annually through FY 2027, and increase 2% annually through FY 2030.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 450 - STORMWATER FUND				
CHARGES FOR SERVICES	2,605,000	2,481,168	95.25	2,130,366
MISCELLANEOUS REVENUES	-	(10,942)	100.00	31,824
INTEREST REVENUES	35,000	63,433	181.24	46,679
TRANSFERS FROM OTHER FUNDS	150,000	-	0.00	-
OPERATING GRANTS	-	-	0.00	64,750
	2,790,000	2,533,659	90.81	2,273,618
USE OF RESERVES	1,135,869	-	-	-
TOTAL REVENUES	3,925,869	2,533,659	64.54	2,273,618

- Charges for services are 95% of budget mainly due to timing of annual stormwater bills for property owners which occur early in the fiscal year.
- Miscellaneous revenue is 100% of budget mainly due to realized and unrealized gains on investments. Investments are recorded at fair value which fluctuates with current market conditions.
- Transfers from other funds includes $150,000 from Water & Sewer Fund for the construction of Old Daytona Rd Bridge.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund expenditures are $1,985,189 or 51% of total budget, while operating expenditures excluding capital outlay, are 66% through the end of the third quarter. Expenses by category are personnel 65%, operating 61%, transfers to other funds 53%, services provided by general government 75%, and capital outlay 28%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 450 - STORMWATER FUND				
PERSONNEL	1,486,550	967,302	65.07	985,621
OPERATING	479,800	292,576	60.98	335,211
TRANSFERS TO OTHER FUNDS	28,651	15,105	52.72	22,931
SERVICES PROVIDED BY GEN GOVT	373,862	280,397	75.00	289,730
	2,368,863	1,555,379	65.66	1,633,493
CAPITAL OUTLAY	1,557,006	429,810	27.60	293,343
TOTAL EXPENDITURES	3,925,869	1,985,189	50.57	1,926,836

- Operating expenses are 61% of budget mainly due gas/oil, operating supplies, operating capital and power which are significantly under budget at the end of the third quarter partially offset by professional services and travel & training which are significantly over budget at the end of the third quarter.

- Budgeted transfers to other funds include $28,493 of shared costs in the Capital Fund and $158 for the copier lease in the Debt Service fund which will not always follow benchmarks for any given quarter.

- Services provided by general government represents allocated expenses for management services provided by the general fund.

STORMWATER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
315 E. TAYLOR ROAD PURCHASE	16,500	11,025	5,475	-	0.00
WISCONSIN AVE PIPELINE IMPROVEMENTS	281,250	24,280	30,337	226,633	80.58
DESIGN OF EARL BROWN POND IMPROVEMENTS	225,000	60,763	56,782	107,455	47.76
MISC CITYWIDE PIPE LINING REPLACEMMENT	293,815	142,124	96,021	55,670	18.95
MISC SW IMPROVEMENTS (NEIGHBORHOOD)	18,282	-	-	18,282	100.00
MISC SW IMPROVEMENTS (POND)	14,112	-	-	14,112	100.00
OLD DAYTONA RD BRIDGE CONSTRUCTION PLANS	258,133	-	258,133	-	0.00
BAY ST SW IMPROVEMENTS PHASE 1 & 2	211,610	353	211,257	0	0.00
E EUCLID AVE STORM DRAIN IMPROVEMENTS	12,330	7,650	4,679	1	0.00
NEW MANUAL INTAKE GATE-EARL BROWN	34,745	9,602	-	25,143	72.36
NEW F350 REGULAR CAB	99,259	94,029	-	5,230	5.27
FORD F250 SUPER CREW CAB	71,570	63,785	-	7,785	10.88
REPLACE 450-MC-010 WITH SCAG TIGER 6'"	20,400	16,199	-	4,201	20.59
	1,557,006	429,810	662,685	464,511	29.83

PERMITS & INSPECTIONS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund revenue as of June 30, 2026 is $1,603,246 or 68% of operating revenues, excluding use of reserves, budgeted this year Revenues by category are permits, fees & special assessments 61%, charges for services 102%, miscellaneous revenues 148%, and interest revenue 178%.

REVENUES BY CATEGORY	2025-2026 AMENDED BUDGET	YTD QTR BALANCE 6/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 480 - PERMITS & INSPECTIONS FUND				
PERMITS. FEES, & SPECIAL ASSESSMENTS	2,005,000	1,214,645	60.58	1,507,680
CHARGES FOR SERVICES	330,000	336,684	102.03	307,483
MISCELLANEOUS REVENUES	5,000	7,377	147.54	51,086
INTEREST REVENUES	25,000	44,541	178.16	101,730
	2,365,000	1,603,246	67.79	1,967,979
USE OF RESERVES	2,846,510	-	-	-
TOTAL REVENUES	5,211,510	1,603,246	30.76	1,967,979

- Permitting revenues are trending downward in the third quarter compared to recent years. Fees were reduced by 50% last fiscal year to comply with state statutes regulating allowable fund balance carryforwards. Due to a significant reduction in building permit activity, a fee increase was approved in February 2026 to restore rates to previous levels. An additional 25% rate increase was approved in May 2026 in an effort to restore operating revenues to the Permits & Inspections Fund.

- Miscellaneous revenues are 148% realized mainly due to realized and unrealized gains on investments. Investments are recorded at market value and fluctuate with changes in market conditions.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund expenditures are $3,361,854 or 65% of budgeted funds at the end of the third quarter. Expenditures by category as a percentage of appropriated funds are personnel 66%, operating expenses 57%, transfers to other funds 30%, services provided by general government 75%, and capital outlay 91%.

EXPENDITURES BY CATEGORY	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	% BDGT USED	YTD QTR BALANCE 06/30/2025
Fund 480 - PERMITS & INSPECTIONS FUND				
PERSONNEL	2,287,276	1,508,216	65.94	1,369,247
OPERATING	1,489,551	852,912	57.26	671,982
TRANSFERS TO OTHER FUNDS	233,301	70,055	30.03	73,470
SERVICES PROVIDED BY GEN GOVT	1,019,808	764,856	75.00	731,925
	5,029,936	3,196,039	63.54	2,846,624
CAPITAL OUTLAY	181,574	165,815	91.32	-
TOTAL EXPENDITURES	5,211,510	3,361,854	64.51	2,846,624

- Operating expenses are 57% of budgeted funds mainly due to professional services and contractual services which are 34% and 35% expensed by the end of the third quarter partially offset by Hardware and software which are 88% expensed by the end of the third quarter mainly due to timing of Accela maintenance invoices.

- Budgeted transfers to other funds include $132,963 of shared costs in the Capital Fund, $100,000 for 50% of the GIS Migration and $338 for the copier lease in the Debt Service fund. Transfers will not always follow benchmarks for any given quarter.

- Capital Outlay is at 91% of budget due to timing of capital projects below.

PERMITS & INSPECTIONS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2025-26 AMENDED BUDGET	YTD QTR BALANCE 06/30/2026	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
TRUCK FOR FIRE PREVENTION	32,000	29,832	-	2,168	6.77
DRONE 1 OF 2	16,000	14,800	-	1,200	7.50
DRONE 2 OF 2	16,000	14,800	-	1,200	7.50
NEW VEHICLE FOR DEPUTY FIRE MARSHAL	45,000	39,015	-	5,985	13.30
VEHICLE - NEW LEAD CODE ENFORCE OFFICER	30,000	27,398	-	2,602	8.67
VEHICLE FOR NEW CODE ENFORCEMENT OFFICER	30,000	27,398	-	2,602	8.67
TRC ROOM AV BREAK FIX	12,574	12,573	-	1	0.01
	181,574	165,815	-	15,759	8.68

HEALTH INSURANCE COST CONTAINMENT FUND

The Health Insurance Cost Containment Fund (HICC) was created to account for the operation of a health center in an attempt to defray the rising costs of health insurance. The center provides free health care to all employees and dependents who are currently insured through the City's health plan. The HICC Fund results in reduced costs compared to regular health provider services and benefits employees by minimizing the annual increase in health insurance.

Total revenue as of June 30, 2026 is $563,195 or 75% of budgeted revenues, excluding use of reserves. The majority of revenue reflected in this fund represents transfers made from all other funds and totals $558,568 or 75% of budget at the end of the third quarter.

Expended funds are $432,073 or 57% of budget at the end of the third quarter. Expenditures by category as a percentage of appropriated funds are operating expenses 56% and services provided by general government 75%.

WORKERS' COMPENSATION SELF-INSURANCE FUND

Worker's Comp Revenue as of June 30, 2026 totals $851,152 or 91% of budgeted revenues. Premium revenues reflected in the Workers' Compensation Self-Insurance Fund represent transfers made from all other funds and totals $681,140 or 75% at the end of the third quarter. Miscellaneous revenue from excess recovery checks is $81,576 and interest income is $88,436.

Expended funds are $485,081 or 52% of budget at the end of the third quarter. Expenditures by category as a percentage of appropriated funds are operating 50% and services provided by general government 75%.

Year-to-date expenditures are significantly understated because the City has not received deductible billing invoices from our insurance carrier. We have been in contact with Public Risk Management, which has advised they are unable to issue billings due to problems receiving claims data Davies, the Workers' Comp provider. We will continue to follow up with PRM and Davies until the issue is resolved and billings resume.

The City received an updated actuarial report in July 2025 which increased the necessary reserve amount to $1,927,000 to maintain a confidence level of 90% with a $100,000 deductible, as determined by the City's actuary, Cornerstone Actuarial Solutions. As of June 30, 2026, the fund had a recorded liability of $1,609,597 for claims incurred but not reported, and a liability for reported losses of $317,403.

CASH MANAGEMENT

The primary objectives of the City's investment activities are defined in the Investment Policy adopted by the City Commission. Those objectives are safety of principal, diversification to avoid incurring unreasonable risks and maintaining a portfolio sufficiently liquid to enable the City to meet all operating requirements, which may be reasonably anticipated.

The City's cash balance is $85,238,824 which is 68% of the total cash and investment portfolio. June's annualized yield on pooled cash sweep balances is 3.52%. The investments held by the City as of this reporting period have a par value of $41,140,000 a book value of $41,145,760 and a market value of $40,712,918. The blended rate of return at the end of this reporting period was 3.78% with a weighted average maturity for the portfolio of 3.76. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average three-month Treasury bill rate was 3.66% and the average rate on federal funds was 3.63%.

The City's investment portfolio is managed by Morgan Stanley. The primary liquid investments of the City are the Wells Fargo pooled cash account, money market account at United Community Bank, and a money market account at US Bank.

Governmental Accounting Standards Board (GASB) Statement No. 31 Accounting and Financial Reporting for Certain Investments and for External Investment Pools establish the accounting and financial reporting standards for governmental investments. Investments should be reported at fair value in the balance sheet and changes in the fair value of investments should be reported in the operating statement. As of June 30, 2026, the City has an unrealized loss

of ($432,842). An unrealized loss is defined as the decrease in fair value of investments under the book value. The investment policy requires investments be structured within portfolio percentage limitations. Below are those limitations, along with comparisons of investments held in the City's portfolio at June 30, 2026:

	Policy Limitations	Investment Percentages	Market Value of Investments
Us Treasuries & Agencies	70 - 80%	0%	-
Step Up / Callable Notes & Bonds	60 - 70%	32%	40,712,918
Single Index Variable Rate	20 - 30%	0%	
Banker's Acceptances	15 - 25%	0%	-
Commercial Paper	15 - 25%	0%	-
CD's, CDARS and Other Time Deposits	60 - 70%	68%	85,238,824
Mutual Funds	20 - 30%	0%	-
Local Government Surplus Fund (SBA)	65 - 75%	0%	-
		100%	**$ 125,951,742**

A list of the city ‘s investment portfolio as of June 30, 2026 is included in this report.

CONCLUSION

The attached Financial Report is a presentation of the City's financial position and results of operation through June 30, 2026. Revenues for all funds are within an acceptable range for this reporting period except for those where concern was specifically expressed in this report. Expenditures for all funds are in line with what we would anticipate for this reporting period except for those where concern was specifically expressed in this report.

Please contact Daniel Stauffer, Finance Director, at 386-626-7079 or staufferd@deland.org should you have any questions or comments regarding this memorandum or the enclosed financial report.

Cash & Investments Portfolio Summary
June 2026

Investment	Type	Callable Date		Maturity Date	Current Yield to Maturity	Face Value	Book Value	Market Value	Unrealized Gain/Loss	Interest Receivable
General Investments:										
Pooled Interest Bearing Checking Account				Next Day	3.52%	77,858,687	77,858,687	77,858,687	-	-
Money Market - United Community Bank				Next Day	2.75%	6,349,376	6,349,376	6,349,376	-	-
Money Market - US Bank				Next Day	3.25%	1,030,761	1,030,761	1,030,761	-	-
Total General Investments						**85,238,824**	**85,238,824**	**85,238,824**	**-**	**-**
						0.68				
Short Term Operating Investments:										
FHLMC	Call	09/04/26	3134HCWX3	03/04/30	3.895%	2,000,000.00	2,000,000.00	1,961,380.00	(38,620.00)	24,699.18
FHLMC	Call	11/18/26	3134HB6Z9	11/18/30	4.120%	4,000,000.00	4,000,000.00	3,951,880.00	(48,120.00)	19,179.18
FHLMC	Call	10/15/26	3134HBX97	10/15/30	4.156%	1,350,000.00	1,350,000.00	1,331,721.00	(18,279.00)	11,524.93
FHLMC	Call	08/28/26	3134HBK34	08/28/30	4.228%	3,000,000.00	3,000,000.00	2,980,230.00	(19,770.00)	42,115.07
FHLMC	Call	10/30/26	3134HCQ44	04/30/31	4.379%	3,000,000.00	2,993,850.00	2,980,260.00	(13,590.00)	21,809.59
FHLMC	Call	11/12/26	3134HCT82	05/12/31	4.631%	3,000,000.00	3,000,000.00	2,979,990.00	(20,010.00)	18,526.03
FNMA	Call	11/06/26	3136GC3V5	11/06/30	4.172%	3,000,000.00	3,012,000.00	2,966,400.00	(45,600.00)	18,647.26
FFCB	Call	12/17/26	3133ET4S3	12/17/30	3.951%	2,100,000.00	2,100,000.00	2,067,807.00	(32,193.00)	2,909.51
FFCB	Call	10/29/26	3133ETN94	10/29/30	3.998%	3,000,000.00	2,999,910.00	2,964,030.00	(35,880.00)	20,128.77
FHLB	Call	09/17/26	3130ANRU6	09/17/26	1.026%	1,000,000.00	1,000,000.00	993,900.00	(6,100.00)	2,934.25
FHLB	Call	09/25/26	3130B9VZ0	03/25/30	4.076%	3,000,000.00	3,000,000.00	2,973,480.00	(26,520.00)	32,209.32
FHLB	Call	10/08/26	3130B7X90	10/08/30	4.203%	5,000,000.00	5,000,000.00	4,937,200.00	(62,800.00)	47,184.93
Total Short Term Operating Investments					4.086%	**33,450,000.00**	**33,455,760.00**	**33,088,278.00**	**(367,482.00)**	**261,868.00**
Long Term Operating Reserve Investments:										
FHLMC	Call	11/18/26	3134HB6Z9	11/18/30	4.120%	500,000.00	500,000.00	493,985.00	(6,015.00)	2,397.40
FNMA	Call	09/03/26	3136GAR35	09/03/30	4.306%	2,000,000.00	2,000,000.00	1,978,760.00	(21,240.00)	27,777.53
FFCB	Call	09/11/26	3133EL7D0	09/11/26	0.745%	2,000,000.00	2,000,000.00	1,987,040.00	(12,960.00)	4,500.82
FFCB	Call	06/30/26	3133ETMX2	06/30/28	4.315%	1,190,000.00	1,190,000.00	1,185,835.00	(4,165.00)	25,514.90
FHLB	Call	10/19/26	3130AKC46	10/19/26	0.728%	2,000,000.00	2,000,000.00	1,979,020.00	(20,980.00)	2,840.55
Total Long Term Operating Reserve Investments					2.438%	**7,690,000.00**	**7,690,000.00**	**7,624,640.00**	**(65,360.00)**	**63,031.21**
			Total Investments including cash & paper			**126,378,823.75**	**126,384,583.75**	**125,951,741.75**	**(432,842.00)**	**324,899.21**
			Total L/T & S/T Investments Only			**41,140,000.00**	**41,145,760.00**	**40,712,918.00**	**(432,842.00)**	**324,899.21**
			Total Value - Morgan Stanley Assets					**42,068,577.91**		

Average Call/Maturity:	0.27
Blended Investment Portfolio Rate of Return	3.78%
3 Mnth T Bill	3.66%
Fed Funds	3.63%

GOVERNMENTAL FUND TYPES

GENERAL FUND

The General Fund serves as the primary reporting vehicle for current government operations. The General Fund, by definition, accounts for all current financial resources not required by law or administrative action to be accounted for in another fund.

Fund 001 GENERAL FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
102.000	CASH ON HAND	9,125.00	9,125.00
104.000	EQUITY IN POOLED CASH	26,172,443.28	24,911,969.72
105.000	TAXES RECEIVABLE	0.00	0.00
107.000	DELINQUENT TAXES RECEIVABLE	64,121.79	43,611.88
115.100	ACCOUNTS RECEIVABLE	1,470,008.31	1,340,271.92
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(27,076.25)	(32,841.21)
121.000	ASSESSMENTS RECEIVABLE	19,639.52	20,788.70
131.000	DUE FROM OTHER FUNDS	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	1,344,335.79	1,166,029.83
133.000	DUE FROM OTHER GOVERNMENTS	1,237,392.47	900,046.40
135.000	INTEREST & DIVIDENDS REC	42,820.07	60,732.65
141.000	INVENTORIES	58,563.24	70,032.55
142.000	INVENTORIES - FOR SALE	614.74	614.74
151.900	INVESTMENTS - NON-CURRENT	9,264,014.71	9,808,166.60
155.000	PREPAID ITEMS	1,116,161.36	1,178,258.63
156.900	OTHER ASSETS - NONCURRENT	1,556,702.08	1,468,271.42
101.000	CASH IN BANK	2,422,669.35	2,900,392.04
Total Assets		**44,751,535.46**	**43,845,470.87**
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	512.46	0.00
202.000	ACCOUNTS PAYABLE	986,155.41	365,184.47
205.000	CONTRACTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	540.89	523.55
216.000	ACCRUED SALARIES & WAGES	0.00	(38,928.89)
220.000	DEPOSITS	127,928.69	115,031.11
223.000	DEFERRED REVENUE	83,761.31	65,118.46
229.000	OTHER CURRENT LIABILITIES	0.00	0.00
290.000	DEFERRED INFLOW	1,524,417.48	1,397,972.97
Total Liabilities		**2,723,316.24**	**1,904,901.67**
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
280.000	FUND BALANCE - NONSPENDABLE	1,694,402.42	1,524,754.72
281.000	FUND BALANCE - RESTRICTED	1,172,663.78	1,308,587.48
282.000	FUND BALANCE - COMMITTED	3,628,530.05	2,906,801.50
283.000	FUND BALANCE - ASSIGNED	20,454,595.77	23,356,297.60
284.000	FUND BALANCE - UNASSIGNED	8,772,511.09	8,674,922.93
Total Fund Balance		**35,722,703.11**	**37,771,364.23**
Beginning Fund Balance		**35,722,703.11**	**37,771,364.23**
Net of Revenues VS Expenditures		**6,305,516.11**	**4,169,204.97**
Ending Fund Balance		**42,028,219.22**	**41,917,599.49**
Total Liabilities And Fund Balance		**44,751,535.46**	**43,845,470.87**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
AD VALOREM	20,608,904.00	20,838,904.00	20,862,866.44	100.11	(23,962.44)	19,158,744.22
OTHER TAXES	1,118,524.00	1,118,524.00	390,736.01	34.93	727,787.99	380,065.97
PUBLIC SERVICE TAXES	6,027,918.00	6,370,509.00	4,871,947.29	76.48	1,498,561.71	4,421,758.57
COMMUNICATION SVC TAX	1,223,979.00	1,223,979.00	853,149.54	69.70	370,829.46	889,915.91
LOCAL BUSINESS TAXES	240,000.00	240,000.00	276,919.05	115.38	(36,919.05)	286,401.49
FRANCHISE TAXES	4,649,123.00	4,649,123.00	3,380,167.93	72.71	1,268,955.07	3,129,468.20
PERMITS. FEES, & SPECIAL ASSESSMENTS	50,420.00	50,420.00	36,966.83	73.32	13,453.17	61,152.43
OPERATING GRANTS	50,000.00	271,213.00	827,897.23	305.26	(556,684.23)	27,424.05
INTERGOVERNMENTAL REVENUE	4,996,171.00	4,996,171.00	3,455,431.37	69.16	1,540,739.63	3,362,414.22
PAYMENT IN LIEU OF TAXES	3,384,561.00	3,384,561.00	2,475,177.00	73.13	909,384.00	2,344,610.50
CHARGES FOR SERVICES	942,913.00	945,913.00	727,986.67	76.96	217,926.33	708,148.59
FINES & FORFEITS	130,000.00	130,000.00	78,558.48	60.43	51,441.52	70,316.94
MISCELLANEOUS REVENUES	451,016.00	527,114.00	589,716.93	111.88	(62,602.93)	772,342.19
INTEREST REVENUES	875,000.00	1,026,553.00	953,494.35	92.88	73,058.65	932,477.09
RENTAL INCOME	369,313.00	369,313.00	353,780.93	95.79	15,532.07	315,739.11
USE OF RESERVES	3,856,770.00	8,952,379.00	0.00	0.00	8,952,379.00	0.00
0000	48,974,612.00	55,094,676.00	40,134,796.05	72.85	14,959,879.95	36,860,979.48
CHARGES FOR GOVT SERVICES	2,988,504.00	2,988,504.00	2,241,378.00	75.00	747,126.00	2,219,740.50
9998 - CONTRIBUTIONS	2,988,504.00	2,988,504.00	2,241,378.00	75.00	747,126.00	2,219,740.50
TRANSFERS FROM OTHER FUNDS	425,164.00	425,164.00	196,855.55	46.30	228,308.45	361,219.16
9999 - TRANSFERS	425,164.00	425,164.00	196,855.55	46.30	228,308.45	361,219.16
TOTAL REVENUES	52,388,280.00	58,508,344.00	42,573,029.60	72.76	15,935,314.40	39,441,939.14
PERSONNEL	88,758.00	88,758.00	62,591.00	70.52	26,167.00	60,048.15
OPERATING	62,094.00	62,094.00	30,011.31	48.33	32,082.69	66,820.11
0100 - CITY COMMISSION	150,852.00	150,852.00	92,602.31	61.39	58,249.69	126,868.26
PERSONNEL	384,893.00	384,893.00	263,755.65	68.53	121,137.35	257,043.67
OPERATING	20,741.00	20,741.00	14,218.11	68.55	6,522.89	12,552.00
0101 - CITY MANAGER	405,634.00	405,634.00	277,973.76	68.53	127,660.24	269,595.67
PERSONNEL	405,440.00	405,440.00	250,693.95	61.83	154,746.05	290,951.39
OPERATING	67,259.00	67,259.00	31,931.41	47.48	35,327.59	24,034.67
0102 - CITY CLERK	472,699.00	472,699.00	282,625.36	59.79	190,073.64	314,986.06
PERSONNEL	1,025,733.00	1,025,733.00	719,342.31	70.13	306,390.69	685,134.48
OPERATING	106,409.00	110,809.00	71,164.50	64.22	39,644.50	62,662.48
0103 - FINANCE	1,132,142.00	1,136,542.00	790,506.81	69.55	346,035.19	747,796.96
PERSONNEL	102,009.00	102,009.00	69,437.85	68.07	32,571.15	67,470.35
OPERATING	398,950.00	398,950.00	246,253.71	61.73	152,696.29	183,973.81
0104 - LEGAL	500,959.00	500,959.00	315,691.56	63.02	185,267.44	251,444.16
PERSONNEL	1,435,588.00	1,435,588.00	1,009,704.94	70.33	425,883.06	778,842.36
OPERATING	1,143,238.00	1,222,492.00	863,706.28	70.65	358,785.72	1,500,528.82
0106 - ADMINISTRATIVE SERVICES	2,578,826.00	2,658,080.00	1,873,411.22	70.48	784,668.78	2,279,371.18

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
PERSONNEL	788,375.00	788,375.00	508,751.29	64.53	279,623.71	596,560.67
OPERATING	1,699,839.00	1,733,968.00	1,010,626.95	58.28	723,341.05	1,088,314.08
0110 - INFORMATION TECHNOLOGY	2,488,214.00	2,522,343.00	1,519,378.24	60.24	1,002,964.76	1,684,874.75
PERSONNEL	488,112.00	488,112.00	328,273.53	67.25	159,838.47	385,658.03
OPERATING	174,890.00	174,890.00	126,337.38	72.24	48,552.62	111,642.76
0115 - HUMAN RESOURCES	663,002.00	663,002.00	454,610.91	68.57	208,391.09	497,300.79
PERSONNEL	336,889.00	336,889.00	234,118.09	69.49	102,770.91	226,485.08
OPERATING	89,856.00	111,835.00	81,197.11	72.60	30,637.89	85,274.14
GRANTS & AID	50,000.00	50,000.00	0.00	0.00	50,000.00	38,575.00
1117 - COMMUNITY DEVELOPMENT	476,745.00	498,724.00	315,315.20	63.22	183,408.80	350,334.22
PERSONNEL	1,021,696.00	1,021,696.00	513,598.94	50.27	508,097.06	596,299.24
OPERATING	83,515.00	278,932.00	186,867.98	66.99	92,064.02	44,319.01
1118 - PLANNING	1,105,211.00	1,300,628.00	700,466.92	53.86	600,161.08	640,618.25
PERSONNEL	40,292.00	40,292.00	27,452.22	68.13	12,839.78	44,242.43
OPERATING	33,237.00	52,841.00	37,344.75	70.67	15,496.25	21,313.61
1119 - LICENCES & ENFORCEMENT	73,529.00	93,133.00	64,796.97	69.57	28,336.03	65,556.04
PERSONNEL	9,360,088.00	9,619,257.00	6,372,841.17	66.25	3,246,415.83	6,101,119.96
OPERATING	947,315.00	1,184,441.00	805,395.30	68.00	379,045.70	703,687.62
1222 - FIRE	10,307,403.00	10,803,698.00	7,178,236.47	66.44	3,625,461.53	6,804,807.58
PERSONNEL	761,916.00	761,916.00	511,789.56	67.17	250,126.44	458,035.64
OPERATING	66,397.00	66,397.00	41,661.53	62.75	24,735.47	37,038.95
1223 - FIRE PREVENTION	828,313.00	828,313.00	553,451.09	66.82	274,861.91	495,074.59
PERSONNEL	12,564,762.00	12,730,365.00	8,631,626.07	67.80	4,098,738.93	7,536,923.17
OPERATING	1,849,670.00	1,837,693.00	1,344,422.63	73.16	493,270.37	1,223,577.59
1226 - POLICE	14,414,432.00	14,568,058.00	9,976,048.70	68.48	4,592,009.30	8,760,500.76
PERSONNEL	65,999.00	65,999.00	46,493.79	70.45	19,505.21	18,510.55
OPERATING	19,695.00	19,695.00	7,589.95	38.54	12,105.05	1,773.34
1228 - PARKING SERVICES	85,694.00	85,694.00	54,083.74	63.11	31,610.26	20,283.89
PERSONNEL	405,665.00	405,665.00	283,978.90	70.00	121,686.10	295,516.89
OPERATING	153,342.00	247,765.00	105,076.16	42.41	142,688.84	157,539.63
1301 - PUBLIC WORKS ADMIN	559,007.00	653,430.00	389,055.06	59.54	264,374.94	453,056.52
PERSONNEL	949,793.00	949,793.00	614,234.15	64.67	335,558.85	648,848.06
OPERATING	926,882.00	934,864.00	577,295.10	61.75	357,568.90	680,633.80
1302 - STREETS	1,876,675.00	1,884,657.00	1,191,529.25	63.22	693,127.75	1,329,481.86
PERSONNEL	725,923.00	725,923.00	438,603.71	60.42	287,319.29	436,734.29
OPERATING	150,010.00	152,010.00	84,406.45	55.53	67,603.55	78,267.88
1303 - TREES	875,933.00	877,933.00	523,010.16	59.57	354,922.84	515,002.17

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
PERSONNEL	827,247.00	827,247.00	522,992.06	63.22	304,254.94	471,114.61
OPERATING	136,411.00	136,411.00	89,820.59	65.85	46,590.41	92,978.19
1304 - URBAN BEAUTIFICATION	963,658.00	963,658.00	612,812.65	63.59	350,845.35	564,092.80
PERSONNEL	546,860.00	546,860.00	370,651.89	67.78	176,208.11	324,475.64
OPERATING	77,713.00	77,713.00	44,897.56	57.77	32,815.44	41,885.24
1306 - VEHICLE MAINTENANCE	624,573.00	624,573.00	415,549.45	66.53	209,023.55	366,360.88
PERSONNEL	399,209.00	399,209.00	262,751.53	65.82	136,457.47	271,579.87
OPERATING	92,774.00	121,118.00	109,629.56	90.51	11,488.44	72,766.68
1401 - PARKS & REC ADMIN	491,983.00	520,327.00	372,381.09	71.57	147,945.91	344,346.55
PERSONNEL	438,546.00	438,546.00	285,053.69	65.00	153,492.31	243,529.61
OPERATING	141,355.00	141,355.00	76,718.47	54.27	64,636.53	71,957.50
1402 - RECREATION	579,901.00	579,901.00	361,772.16	62.39	218,128.84	315,487.11
PERSONNEL	2,021,218.00	2,021,218.00	1,257,730.81	62.23	763,487.19	1,417,647.60
OPERATING	578,230.00	648,322.00	398,533.53	61.47	249,788.47	372,970.27
1403 - PARKS	2,599,448.00	2,669,540.00	1,656,264.34	62.04	1,013,275.66	1,790,617.87
OPERATING	16,413.00	16,413.00	7,258.24	44.22	9,154.76	8,099.06
1404 - INTERMODAL TRANSPORTATION	16,413.00	16,413.00	7,258.24	44.22	9,154.76	8,099.06
OPERATING	44,278.00	44,278.00	35,831.65	80.92	8,446.35	35,261.53
1405 - TRAILER PARK	44,278.00	44,278.00	35,831.65	80.92	8,446.35	35,261.53
OPERATING	17,577.00	18,777.00	8,593.72	45.77	10,183.28	9,898.73
1406 - DELAND HOUSE	17,577.00	18,777.00	8,593.72	45.77	10,183.28	9,898.73
PERSONNEL	368,964.00	368,964.00	254,746.04	69.04	114,217.96	247,480.53
OPERATING	153,495.00	205,557.00	154,614.24	75.22	50,942.76	97,460.96
1407 - SANBORN ACTIVITY CENTER	522,459.00	574,521.00	409,360.28	71.25	165,160.72	344,941.49
OPERATING	186,391.00	176,570.00	115,914.00	65.65	60,656.00	109,191.64
1408 - STADIUM	186,391.00	176,570.00	115,914.00	65.65	60,656.00	109,191.64
OPERATING	72,000.00	72,000.00	26,563.27	36.89	45,436.73	10,259.86
1409 - SPECIAL EVENTS	72,000.00	72,000.00	26,563.27	36.89	45,436.73	10,259.86
PERSONNEL	395,499.00	395,499.00	265,804.92	67.21	129,694.08	251,385.59
OPERATING	174,904.00	178,129.00	110,011.37	61.76	68,117.63	85,222.17
1410 - CHISHOLM CENTER	570,403.00	573,628.00	375,816.29	65.52	197,811.71	336,607.76
OPERATING	97,295.00	97,295.00	64,032.34	65.81	33,262.66	69,420.86
1411 - SPERLING SPORTS COMPLEX	97,295.00	97,295.00	64,032.34	65.81	33,262.66	69,420.86
OPERATING	86,091.00	146,981.00	129,951.73	88.41	17,029.27	88,028.99
1412 - CONRAD/MELCHING	86,091.00	146,981.00	129,951.73	88.41	17,029.27	88,028.99

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
PERSONNEL	0.00	15,000.00	0.00	0.00	15,000.00	0.00
OPERATING	0.00	7,987.00	0.00	0.00	7,987.00	0.00
1414 - CONCESSIONS	0.00	22,987.00	0.00	0.00	22,987.00	0.00
CONTINGENCY	999,772.00	360,953.00	0.00	0.00	360,953.00	0.00
9990 - CONTINGENCY	999,772.00	360,953.00	0.00	0.00	360,953.00	0.00
TRANSFERS TO OTHER FUNDS	5,520,768.00	10,941,563.00	7,258,929.69	66.34	3,682,633.31	3,136,854.19
9999 - TRANSFERS	5,520,768.00	10,941,563.00	7,258,929.69	66.34	3,682,633.31	3,136,854.19
TOTAL EXPENDITURES	52,388,280.00	58,508,344.00	38,403,824.63	65.64	20,104,519.37	33,136,423.03
TOTAL REVENUES - FUND 001	52,388,280.00	58,508,344.00	42,573,029.60	72.76	15,935,314.40	39,441,939.14
TOTAL EXPENDITURES - FUND 001	52,388,280.00	58,508,344.00	38,403,824.63	65.64	20,104,519.37	33,136,423.03
NET OF REVENUES & EXPENDITURES	0.00	0.00	4,169,204.97	100.00	(4,169,204.97)	6,305,516.11

GOVERNMENTAL FUND TYPES

SPECIAL REVENUE FUNDS

A special revenue fund is used when legal requirements restrict specific resources to be expended for specified purposes, with the exception of trust, capital projects or debt service. The confiscated Fund accounts for the receipts and disbursements of forfeited funds for law enforcement purposes. The Spring Hill Community Redevelopment Fund accounts for the revenues and expenditures of the Spring Hill Tax Increment District. The Downtown Community Redevelopment Fund accounts for the revenues and expenditures of the Downtown Tax Increment District. The Governmental Impact Fees Trust Fund accounts for projects using revenue collected from Police, Fire, Parks & Recreation and General Government Building Impact Fees paid by new construction. The Grant & Other Special Revenues Fund accounts for all capital projects and expenditures relating to grants which fund non-payroll operating expenses.

Fund 109 CONFISCATED FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	101,476.30	82,820.75
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
156.900	OTHER ASSETS - NONCURRENT	0.00	0.00
Total Assets		**101,476.30**	**82,820.75**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	10,000.00
Total Liabilities		**0.00**	**10,000.00**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	154,866.18	93,881.63
Total Fund Balance		**154,866.18**	**93,881.63**
Beginning Fund Balance		**154,866.18**	**93,881.63**
Net of Revenues VS Expenditures		**(53,389.88)**	**(21,060.88)**
Ending Fund Balance		**101,476.30**	**72,820.75**
Total Liabilities And Fund Balance		**101,476.30**	**82,820.75**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 109 - CONFISCATED FUND							
FINES & FORFEITS		3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
INTEREST REVENUES		0.00	0.00	2,345.52	100.00	(2,345.52)	3,267.82
USE OF RESERVES		0.00	23,407.00	0.00	0.00	23,407.00	0.00
TOTAL REVENUES		3,000.00	26,407.00	2,345.52	8.88	24,061.48	3,267.82
CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	9,500.00
OPERATING		3,000.00	26,407.00	23,406.40	88.64	3,000.60	47,157.70
TOTAL EXPENDITURES		3,000.00	26,407.00	23,406.40	88.64	3,000.60	56,657.70
Fund 109 - CONFISCATED FUND:							
TOTAL REVENUES		3,000.00	26,407.00	2,345.52	8.88	24,061.48	3,267.82
TOTAL EXPENDITURES		3,000.00	26,407.00	23,406.40	88.64	3,000.60	56,657.70
NET OF REVENUES & EXPENDITURES		0.00	0.00	(21,060.88)	100.00	21,060.88	(53,389.88)

Fund 120 HOMELESSNESS FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	(15,873.44)	11,915.18
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
Total Assets		**(15,873.44)**	**11,915.18**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	3,160.31	8,440.74
Total Liabilities		**3,160.31**	**8,440.74**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	70.92	70.92
Total Fund Balance		**70.92**	**70.92**
Beginning Fund Balance		**70.92**	**70.92**
Net of Revenues VS Expenditures		**(19,104.67)**	**3,403.52**
Ending Fund Balance		**(19,033.75)**	**3,474.44**
Total Liabilities And Fund Balance		**(15,873.44)**	**11,915.18**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 120 - HOMELESSNESS FUND							
INTEREST REVENUES		0.00	0.00	58.01	100.00	(58.01)	2.92
MISCELLANEOUS REVENUES		20,000.00	20,000.00	6,500.00	32.50	13,500.00	17,100.00
TRANSFERS FROM OTHER FUNDS		797,643.00	797,643.00	598,232.25	75.00	199,410.75	521,546.25
TOTAL REVENUES		817,643.00	817,643.00	604,790.26	73.97	212,852.74	538,649.17
CAPITAL OUTLAY		0.00	5,554.00	5,554.00	100.00	0.00	0.00
OPERATING		817,643.00	812,089.00	595,832.74	73.37	216,256.26	557,753.84
TOTAL EXPENDITURES		817,643.00	817,643.00	601,386.74	73.55	216,256.26	557,753.84
Fund 120 - HOMELESSNESS FUND:							
TOTAL REVENUES		817,643.00	817,643.00	604,790.26	73.97	212,852.74	538,649.17
TOTAL EXPENDITURES		817,643.00	817,643.00	601,386.74	73.55	216,256.26	557,753.84
NET OF REVENUES & EXPENDITURES		0.00	0.00	3,403.52	100.00	(3,403.52)	(19,104.67)

Fund 160 SPRING HILL CRA FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	2,231,248.81	3,068,765.04
115.100	ACCOUNTS RECEIVABLE	106.50	106.50
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		**2,231,355.31**	**3,068,871.54**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	1,617.01	1,465.29
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	6.74	6.84
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
Total Liabilities		**1,623.75**	**1,472.13**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,392,121.38	2,138,369.40
Total Fund Balance		**1,392,121.38**	**2,138,369.40**
Beginning Fund Balance		**1,392,121.38**	**2,138,369.40**
Net of Revenues VS Expenditures		**837,610.18**	**929,030.01**
Ending Fund Balance		**2,229,731.56**	**3,067,399.41**
Total Liabilities And Fund Balance		**2,231,355.31**	**3,068,871.54**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 160 - SPRING HILL CRA FUND							
	INTEREST REVENUES	0.00	0.00	75,162.41	100.00	(75,162.41)	65,235.31
	USE OF RESERVES	0.00	1,028,315.00	0.00	0.00	1,028,315.00	0.00
	MISCELLANEOUS REVENUES	1,200.00	1,200.00	2,000.00	166.67	(800.00)	1,588.71
	AD VALOREM	369,101.00	369,101.00	374,557.00	101.48	(5,456.00)	349,613.00
	CAPITAL GRANTS	0.00	0.00	0.00	0.00	0.00	27,802.00
	INTERGOVERNMENTAL REVENUE	711,066.00	711,066.00	783,313.79	110.16	(72,247.79)	717,654.94
	TOTAL REVENUES	1,081,367.00	2,109,682.00	1,235,033.20	58.54	874,648.80	1,161,893.96
	CAPITAL OUTLAY	9,000.00	1,037,315.00	34,159.84	3.29	1,003,155.16	97,604.00
	OPERATING	51,402.00	51,402.00	38,799.41	75.48	12,602.59	45,079.67
	PERSONNEL	220,424.00	220,424.00	146,518.21	66.47	73,905.79	122,833.15
	GRANTS & AID	110,000.00	110,000.00	14,459.14	13.14	95,540.86	8,505.30
	CONTINGENCY	599,458.00	599,458.00	0.00	0.00	599,458.00	0.00
	SERVICES PROVIDED BY GEN GOVT	36,112.00	36,112.00	27,084.00	75.00	9,028.00	13,107.00
	TRANSFERS TO OTHER FUNDS	54,971.00	54,971.00	44,982.59	81.83	9,988.41	37,154.66
	TOTAL EXPENDITURES	1,081,367.00	2,109,682.00	306,003.19	14.50	1,803,678.81	324,283.78
Fund 160 - SPRING HILL CRA FUND:							
TOTAL REVENUES		1,081,367.00	2,109,682.00	1,235,033.20	58.54	874,648.80	1,161,893.96
TOTAL EXPENDITURES		1,081,367.00	2,109,682.00	306,003.19	14.50	1,803,678.81	324,283.78
NET OF REVENUES & EXPENDITURES		0.00	0.00	929,030.01	100.00	(929,030.01)	837,610.18

Fund 170 GIFT FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	5,644,675.26	5,328,592.76
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
131.000	DUE FROM OTHER FUNDS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		**5,644,675.26**	**5,328,592.76**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	10,511.08
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		**0.00**	**10,511.08**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	5,619,706.69	5,027,028.92
Total Fund Balance		**5,619,706.69**	**5,027,028.92**
Beginning Fund Balance		**5,619,706.69**	**5,027,028.92**
Net of Revenues VS Expenditures		**24,968.57**	**291,052.76**
Ending Fund Balance		**5,644,675.26**	**5,318,081.68**
Total Liabilities And Fund Balance		**5,644,675.26**	**5,328,592.76**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 170 - GIFT FUND							
	INTEREST REVENUES	0.00	0.00	136,793.27	100.00	(136,793.27)	188,007.05
	USE OF RESERVES	410,000.00	1,132,281.00	0.00	0.00	1,132,281.00	0.00
	PERMITS. FEES, & SPECIAL ASSESSMENTS	1,065,353.00	1,264,007.00	1,346,901.59	106.56	(82,894.59)	1,203,773.79
	TOTAL REVENUES	1,475,353.00	2,396,288.00	1,483,694.86	61.92	912,593.14	1,391,780.84
	CAPITAL OUTLAY	330,000.00	786,893.00	230,530.26	29.30	556,362.74	305,848.02
	OPERATING	20,000.00	83,387.00	69,796.46	83.70	13,590.54	79,905.46
	TRANSFERS TO OTHER FUNDS	1,125,353.00	1,526,008.00	892,315.38	58.47	633,692.62	981,058.79
	TOTAL EXPENDITURES	1,475,353.00	2,396,288.00	1,192,642.10	49.77	1,203,645.90	1,366,812.27
Fund 170 - GIFT FUND:							
TOTAL REVENUES		1,475,353.00	2,396,288.00	1,483,694.86	61.92	912,593.14	1,391,780.84
TOTAL EXPENDITURES		1,475,353.00	2,396,288.00	1,192,642.10	49.77	1,203,645.90	1,366,812.27
NET OF REVENUES & EXPENDITURES		0.00	0.00	291,052.76	100.00	(291,052.76)	24,968.57

Fund 180 DOWNTOWN CRA FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,917,407.78	2,348,038.26
115.100	ACCOUNTS RECEIVABLE	5,953.94	6,866.83
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	2,373.58	2,246.38
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
156.900	OTHER ASSETS - NONCURRENT	717,052.57	676,544.60
101.000	CASH IN BANK	0.00	0.00
Total Assets		**2,642,787.87**	**3,033,696.07**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	32,322.31	192.68
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	0.06	0.00
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
290.000	DEFERRED INFLOW	649,077.77	591,277.01
Total Liabilities		**681,400.14**	**591,469.69**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,545,423.83	1,849,460.17
Total Fund Balance		**1,545,423.83**	**1,849,460.17**
Beginning Fund Balance		**1,545,423.83**	**1,849,460.17**
Net of Revenues VS Expenditures		**415,963.90**	**592,766.21**
Ending Fund Balance		**1,961,387.73**	**2,442,226.38**
Total Liabilities And Fund Balance		**2,642,787.87**	**3,033,696.07**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 180 - DOWNTOWN CRA FUND							
	INTEREST REVENUES	0.00	0.00	62,775.72	100.00	(62,775.72)	58,382.24
	MISCELLANEOUS REVENUES	14,618.00	14,618.00	16,509.80	112.94	(1,891.80)	111,106.06
	AD VALOREM	554,701.00	554,701.00	560,904.00	101.12	(6,203.00)	398,797.00
	INTERGOVERNMENTAL REVENUE	396,512.00	396,512.00	561,420.84	141.59	(164,908.84)	401,410.78
	RENTAL INCOME	58,105.00	58,105.00	61,220.90	105.36	(3,115.90)	29,449.58
	TOTAL REVENUES	1,023,936.00	1,023,936.00	1,262,831.26	123.33	(238,895.26)	999,145.66
	CAPITAL OUTLAY	0.00	0.00	13,628.10	100.00	(13,628.10)	93,750.84
	OPERATING	556,606.00	556,606.00	392,593.35	70.53	164,012.65	435,167.41
	GRANTS & AID	259,500.00	259,500.00	211,866.78	81.64	47,633.22	2,721.70
	CONTINGENCY	151,339.00	151,339.00	0.00	0.00	151,339.00	0.00
	SERVICES PROVIDED BY GEN GOVT	18,056.00	18,056.00	13,542.00	75.00	4,514.00	13,107.00
	TRANSFERS TO OTHER FUNDS	38,435.00	38,435.00	38,434.82	100.00	0.18	38,434.81
	TOTAL EXPENDITURES	1,023,936.00	1,023,936.00	670,065.05	65.44	353,870.95	583,181.76
Fund 180 - DOWNTOWN CRA FUND:							
TOTAL REVENUES		1,023,936.00	1,023,936.00	1,262,831.26	123.33	(238,895.26)	999,145.66
TOTAL EXPENDITURES		1,023,936.00	1,023,936.00	670,065.05	65.44	353,870.95	583,181.76
NET OF REVENUES & EXPENDITURES		0.00	0.00	592,766.21	100.00	(592,766.21)	415,963.90

Fund 190 GRANT & SPECIAL REVENUE FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,332,824.44	1,675,904.95
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	1,193,462.25	62,332.94
101.000	CASH IN BANK	0.00	0.00
Total Assets		**2,526,286.69**	**1,738,237.89**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	293.76	0.00
205.000	CONTRACTS PAYABLE	2,078.10	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
223.000	DEFERRED REVENUE	96,564.17	0.00
Total Liabilities		**98,936.03**	**0.00**
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
281.000	FUND BALANCE - RESTRICTED	120,568.30	473,505.74
282.000	FUND BALANCE - COMMITTED	1,687,311.90	1,687,938.30
Total Fund Balance		**1,807,880.20**	**2,161,444.04**
Beginning Fund Balance		**1,807,880.20**	**2,161,444.04**
Net of Revenues VS Expenditures		**619,470.46**	**(423,206.15)**
Ending Fund Balance		**2,427,350.66**	**1,738,237.89**
Total Liabilities And Fund Balance		**2,526,286.69**	**1,738,237.89**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 190 - GRANT & SPECIAL REVENUE FUND							
	INTEREST REVENUES	0.00	0.00	31,697.34	100.00	(31,697.34)	43,362.76
	USE OF RESERVES	348,734.00	544,174.00	0.00	0.00	544,174.00	0.00
	TRANSFERS FROM OTHER FUNDS	0.00	755,078.00	885,624.77	117.29	(130,546.77)	83,361.29
	CAPITAL GRANTS	0.00	222,890.00	213,085.85	95.60	9,804.15	60,440.49
	OTHER TAXES	388,540.00	388,540.00	285,449.54	73.47	103,090.46	278,322.95
	CHARGES FOR SERVICES	25,000.00	85,500.00	89,550.00	104.74	(4,050.00)	569,625.00
	DEBT PROCEEDS	0.00	500,000.00	0.00	0.00	500,000.00	0.00
	TOTAL REVENUES	762,274.00	2,496,182.00	1,505,407.50	60.31	990,774.50	1,035,112.49
	CAPITAL OUTLAY	342,734.00	724,355.00	684,482.87	94.50	39,872.13	332,634.17
	OPERATING	419,540.00	1,771,827.00	1,244,130.78	70.22	527,696.22	83,007.86
	TOTAL EXPENDITURES	762,274.00	2,496,182.00	1,928,613.65	77.26	567,568.35	415,642.03
Fund 190 - GRANT & SPECIAL REVENUE FUND:							
TOTAL REVENUES		762,274.00	2,496,182.00	1,505,407.50	60.31	990,774.50	1,035,112.49
TOTAL EXPENDITURES		762,274.00	2,496,182.00	1,928,613.65	77.26	567,568.35	415,642.03
NET OF REVENUES & EXPENDITURES		0.00	0.00	(423,206.15)	100.00	423,206.15	619,470.46

This page intentionally left blank

GOVERNMENTAL FUND TYPES

DEBT SERVICE FUND

A debt service fund is used to account for the accumulation of financial resources to be used the payment of general long-term debt principal and interest. The Debt Service Fund accounts for the revenues and expenditures for all Governmental Fund payments on long-term debt and is funded through transfers from other funds.

Fund 200 DEBT SERVICE FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	3,299.78	0.00
Total Assets		**3,299.78**	**0.00**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	3,299.78	0.00
Total Liabilities		**3,299.78**	**0.00**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	0.00	0.00
Total Fund Balance		**0.00**	**0.00**
Beginning Fund Balance		**0.00**	**0.00**
Net of Revenues VS Expenditures		**0.00**	**0.00**
Ending Fund Balance		**0.00**	**0.00**
Total Liabilities And Fund Balance		**3,299.78**	**0.00**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 200 - DEBT SERVICE FUND							
TRANSFERS FROM OTHER FUNDS		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
TOTAL REVENUES		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
PRINCIPAL & INTEREST		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
TOTAL EXPENDITURES		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
Fund 200 - DEBT SERVICE FUND:							
TOTAL REVENUES		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
TOTAL EXPENDITURES		2,263,199.00	2,281,177.00	1,753,504.54	76.87	527,672.46	1,779,809.51
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

This page intentionally left blank

GOVERNMENTAL FUND TYPES

CAPITAL PROJECTS FUNDS

A capital projects fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by proprietary funds or trust funds. The Capital Projects Fund accounts for the revenues and expenditures for all General Fund capital projects.

Fund 300 CAPITAL PROJECTS FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	2,917,816.39	1,821,488.41
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
101.000	CASH IN BANK	0.00	0.00
Total Assets		**2,917,816.39**	**1,821,488.41**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	466,318.12	31,928.90
205.000	CONTRACTS PAYABLE	21,876.53	48,768.61
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		**488,194.65**	**80,697.51**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	2,363,599.48	1,740,272.96
283.000	FUND BALANCE - ASSIGNED	0.00	0.00
Total Fund Balance		**2,363,599.48**	**1,740,272.96**
Beginning Fund Balance		**2,363,599.48**	**1,740,272.96**
Net of Revenues VS Expenditures		**66,022.26**	**517.94**
Ending Fund Balance		**2,429,621.74**	**1,784,714.10**
Total Liabilities And Fund Balance		**2,917,816.39**	**1,821,488.41**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 300 - CAPITAL PROJECTS FUND							
INTEREST REVENUES		0.00	0.00	28,949.57	100.00	(28,949.57)	79,378.63
USE OF RESERVES		0.00	1,379,348.00	0.00	0.00	1,379,348.00	0.00
MISCELLANEOUS REVENUES		327,778.00	0.00	0.00	0.00	0.00	17,114.21
TRANSFERS FROM OTHER FUNDS		4,185,434.00	9,324,175.00	5,212,331.92	55.90	4,111,843.08	1,656,420.40
AD VALOREM		1,049,209.00	1,049,209.00	1,111,383.68	105.93	(62,174.68)	1,353,283.12
DEBT PROCEEDS		0.00	3,191,000.00	0.00	0.00	3,191,000.00	0.00
TOTAL REVENUES		5,562,421.00	14,943,732.00	6,352,665.17	42.51	8,591,066.83	3,106,196.36
CAPITAL OUTLAY		5,562,421.00	14,916,833.00	6,240,220.99	41.83	8,676,612.01	3,040,174.10
OPERATING		0.00	26,899.00	111,926.24	416.10	(85,027.24)	0.00
TOTAL EXPENDITURES		5,562,421.00	14,943,732.00	6,352,147.23	42.51	8,591,584.77	3,040,174.10
Fund 300 - CAPITAL PROJECTS FUND:							
TOTAL REVENUES		5,562,421.00	14,943,732.00	6,352,665.17	42.51	8,591,066.83	3,106,196.36
TOTAL EXPENDITURES		5,562,421.00	14,943,732.00	6,352,147.23	42.51	8,591,584.77	3,040,174.10
NET OF REVENUES & EXPENDITURES		0.00	0.00	517.94	100.00	(517.94)	66,022.26

This page intentionally left blank

PROPRIETARY FUND TYPES

ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services to the general public on a continuing basis should be financed or recovered through user charges. Currently there are five enterprise funds which consist of the Water & Sewer Revenue Fund, Municipal Airport Fund, Refuse Collection Fund, Stormwater Revenue Fund and Permits & Inspections Fund.

Fund 401 WATER & SEWER FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
102.000	CASH ON HAND	3,300.00	3,300.00
104.000	EQUITY IN POOLED CASH	24,690,508.85	15,859,790.24
115.100	ACCOUNTS RECEIVABLE	3,844,440.85	4,097,894.99
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(771,505.79)	(820,559.12)
121.000	ASSESSMENTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	27,417.63	72,291.85
151.900	INVESTMENTS - NON-CURRENT	21,642,498.69	22,992,106.26
155.000	PREPAID ITEMS	128,456.02	110,214.26
161.900	LAND	3,246,884.13	2,461,462.76
162.900	BUILDINGS	11,207,128.33	13,235,902.77
163.900	ACCUM DEPREC - BUILDINGS	(8,125,164.40)	(8,280,035.36)
164.900	INFRASTRUCTURE	171,826,036.43	114,799,098.03
165.900	ACCUM DEPREC - INFRASTRUCTURE	(42,785,950.74)	(42,100,833.11)
166.900	EQUIPMENT & FURNITURE	22,479,223.23	23,027,299.09
167.900	ACCUM DEPREC - EQUIPMENT	(13,950,971.45)	(14,752,852.36)
168.950	ACCUM DEPREC - CAPITAL LEASES	0.00	108,396.42
169.900	CONSTRUCTION WORK IN PROGRESS	67,187,134.68	98,330,066.37
190.000	DEFERRED OUTFLOW	1,190,171.00	193,787.00
101.000	CASH IN BANK	2,452,836.23	3,276,675.89
Total Assets		**264,292,443.69**	**232,614,005.98**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,530,911.53	972,047.03
203.900	NOTES & LOANS PAYABLE - LT	17,601,050.73	45,001,014.53
205.000	CONTRACTS PAYABLE	2,007,560.78	622,877.25
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	702.93
216.000	ACCRUED SALARIES & WAGES	868,627.45	940,703.92
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	80,101.66
229.000	OTHER CURRENT LIABILITIES	786,390.72	798,178.13
238.000	PENSION LIABILITIES	3,387,980.00	1,973,141.00
290.000	DEFERRED INFLOW	39,019.00	396,555.00
Total Liabilities		**29,221,540.21**	**50,785,321.45**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	(26,856,431.98)	(50,027,384.63)
274.000	NET ASSETS, INVEST IN CAPITAL	211,559,029.68	186,828,504.61
275.000	NET ASSETS, RESTRICTED	0.00	0.00
276.000	NET ASSETS, UNRESTRICTED	51,749,307.11	43,140,624.86
Total Fund Balance		**236,451,904.81**	**179,941,744.84**
Beginning Fund Balance		**198,572,134.75**	**215,807,602.79**
Net of Revenues VS Expenditures		**(1,381,001.33)**	**1,886,939.69**
Fund Balance Adjustments		**37,879,770.06**	**(35,865,857.95)**
Ending Fund Balance		**235,070,903.48**	**181,859,566.22**
Total Liabilities And Fund Balance		**264,292,443.69**	**232,614,005.98**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT PROJECT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 401 - WATER & SEWER FUND						
CAPITAL GRANTS	0.00	10,456,556.00	4,835,547.34	46.24	5,621,008.66	9,915,479.39
CHARGES FOR SERVICES	32,746,876.00	33,041,703.00	25,905,995.02	78.40	7,135,707.98	23,844,623.30
INTEREST REVENUES	600,000.00	820,000.00	991,303.71	120.89	(171,303.71)	828,302.12
MISCELLANEOUS REVENUES	128,000.00	203,505.00	1,107,834.07	544.38	(904,329.07)	542,745.72
USE OF RESERVES	3,637,310.00	20,580,221.00	0.00	0.00	20,580,221.00	0.00
DEBT PROCEEDS	0.00	15,104,551.00	5,526,475.07	36.59	9,578,075.93	13,613,826.66
0000	37,112,186.00	80,206,536.00	38,367,155.21	47.84	41,839,380.79	48,744,977.19
CHARGES FOR GOVT SERVICES	186,482.00	186,482.00	139,631.97	74.88	46,850.03	119,012.57
9998 - CONTRIBUTIONS	186,482.00	186,482.00	139,631.97	74.88	46,850.03	119,012.57
TRANSFERS FROM OTHER FUNDS	100,000.00	100,000.00	35,747.05	35.75	64,252.95	0.00
9999 - TRANSFERS	100,000.00	100,000.00	35,747.05	35.75	64,252.95	0.00
TOTAL REVENUES	37,398,668.00	80,493,018.00	38,542,534.23	47.88	41,950,483.77	48,863,989.76
PERSONNEL	1,551,215.00	1,529,375.00	965,591.28	63.14	563,783.72	799,973.28
OPERATING	1,715,171.00	1,920,320.00	1,257,784.12	65.50	662,535.88	1,379,038.18
SERVICES PROVIDED BY GEN GOVT	3,300,236.00	3,300,236.00	2,475,177.00	75.00	825,059.00	2,260,285.50
CAPITAL OUTLAY	67,615.00	295,094.00	280,518.10	95.06	14,575.90	662,187.25
4201 - UTILITIES ADMIN	6,634,237.00	7,045,025.00	4,979,070.50	70.67	2,065,954.50	5,101,484.21
PERSONNEL	1,362,755.00	1,362,755.00	922,258.79	67.68	440,496.21	898,143.44
OPERATING	268,815.00	268,815.00	72,646.65	27.02	196,168.35	49,242.24
4202 - ENGINEERING	1,631,570.00	1,631,570.00	994,905.44	60.98	636,664.56	947,385.68
PERSONNEL	730,701.00	730,701.00	477,694.97	65.37	253,006.03	486,909.83
OPERATING	1,159,370.00	1,348,129.00	768,554.35	57.01	579,574.65	739,175.21
CAPITAL OUTLAY	438,519.00	14,479,404.00	124,027.98	0.86	14,355,376.02	466,319.01
4203 - WATER PRODUCTION	2,328,590.00	16,558,234.00	1,370,277.30	8.28	15,187,956.70	1,692,404.05
PERSONNEL	2,182,245.00	2,182,245.00	1,514,216.39	69.39	668,028.61	1,508,371.25
OPERATING	2,388,443.00	2,871,248.00	2,134,185.12	74.33	737,062.88	1,088,736.85
CAPITAL OUTLAY	1,074,322.00	2,059,051.00	550,226.33	26.72	1,508,824.67	647,137.85
4204 - WATER DISTRIBUTION	5,645,010.00	7,112,544.00	4,198,627.84	59.03	2,913,916.16	3,244,245.95
PERSONNEL	1,525,016.00	1,525,016.00	961,183.30	63.03	563,832.70	984,295.96
OPERATING	2,649,172.00	3,230,866.00	1,667,413.24	51.61	1,563,452.76	1,584,317.42
CAPITAL OUTLAY	482,894.00	22,525,911.00	14,732,030.22	65.40	7,793,880.78	28,756,371.26
4205 - WASTEWATER TREATMENT	4,657,082.00	27,281,793.00	17,360,626.76	63.63	9,921,166.24	31,324,984.64
PERSONNEL	2,057,402.00	2,057,402.00	1,400,032.67	68.05	657,369.33	1,277,756.80
OPERATING	699,535.00	727,970.00	506,994.46	69.64	220,975.54	449,892.24
CAPITAL OUTLAY	694,725.00	4,084,266.00	1,019,839.74	24.97	3,064,426.26	1,185,029.28
4206 - UTILITIES MAINTENANCE	3,451,662.00	6,869,638.00	2,926,866.87	42.61	3,942,771.13	2,912,678.32
PERSONNEL	1,132,602.00	1,132,602.00	758,702.20	66.99	373,899.80	775,265.01
OPERATING	73,687.00	75,308.00	40,533.09	53.82	34,774.91	45,065.39
CAPITAL OUTLAY	324,048.00	330,169.00	258,623.13	78.33	71,545.87	103,719.05

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
COMPARISON WITH BUDGET AND FY 2024 ACTUAL

ACCOUNT PROJECT DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 401 - WATER & SEWER FUND						
4208 - FACILITIES MAINTENANCE	1,530,337.00	1,538,079.00	1,057,858.42	68.78	480,220.58	924,049.45
PERSONNEL	1,410,555.00	1,410,555.00	943,202.52	66.87	467,352.48	897,699.12
OPERATING	497,085.00	535,014.00	330,428.44	61.76	204,585.56	299,846.53
CAPITAL OUTLAY	32,229.00	208,514.00	156,578.81	75.09	51,935.19	5,149.60
4209 - CUSTOMER SERVICE	1,939,869.00	2,154,083.00	1,430,209.77	66.40	723,873.23	1,202,695.25
PERSONNEL	660,585.00	660,585.00	467,496.04	70.77	193,088.96	476,854.04
OPERATING	219,126.00	317,438.00	213,341.42	67.21	104,096.58	151,403.76
CAPITAL OUTLAY	3,555,000.00	4,225,309.00	548,886.93	12.99	3,676,422.07	354,451.30
4210 - WASTEWATER COLLECTION	4,434,711.00	5,203,332.00	1,229,724.39	23.63	3,973,607.61	982,709.10
CONTINGENCY	400,000.00	305,821.00	0.00	0.00	305,821.00	0.00
9990 - CONTINGENCY	400,000.00	305,821.00	0.00	0.00	305,821.00	0.00
SERVICES PROVIDED BY GEN GOVT	1,081,463.00	1,081,463.00	811,097.25	75.00	270,365.75	811,782.75
9998 - CONTRIBUTIONS	1,081,463.00	1,081,463.00	811,097.25	75.00	270,365.75	811,782.75
TRANSFERS TO OTHER FUNDS	3,664,137.00	3,711,436.00	296,330.00	7.98	3,415,106.00	769,550.00
9999 - TRANSFERS	3,664,137.00	3,711,436.00	296,330.00	7.98	3,415,106.00	769,550.00
TOTAL EXPENDITURES	37,398,668.00	80,493,018.00	36,655,594.54	45.54	43,837,423.46	49,913,969.40
Fund 401 - WATER & SEWER FUND:						
TOTAL REVENUES	37,398,668.00	80,493,018.00	38,542,534.23	47.88	41,950,483.77	48,863,989.76
TOTAL EXPENDITURES	37,398,668.00	80,493,018.00	36,655,594.54	45.54	43,837,423.46	49,913,969.40
NET OF REVENUES & EXPENDITURES	0.00	0.00	1,886,939.69	100.00	(1,886,939.69)	(1,049,979.64)

This page intentionally left blank

Fund 403 WATER TRUST FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	3,231,301.42	5,942,099.83
115.100	ACCOUNTS RECEIVABLE	12,674.18	80,943.33
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	256.81	10,229.96
151.900	INVESTMENTS - NON-CURRENT	3,570,559.03	3,842,618.46
155.000	PREPAID ITEMS	0.00	0.00
161.900	LAND	0.00	779,621.50
162.900	BUILDINGS	0.00	0.00
163.900	ACCUM DEPREC - BUILDINGS	0.00	0.00
164.900	INFRASTRUCTURE	0.00	4,909,048.67
165.900	ACCUM DEPREC - INFRASTRUCTURE	0.00	(341,453.82)
166.900	EQUIPMENT & FURNITURE	0.00	0.00
167.900	ACCUM DEPREC - EQUIPMENT	0.00	0.00
169.900	CONSTRUCTION WORK IN PROGRESS	0.00	2,925,258.88
101.000	CASH IN BANK	114,679.85	220,132.33
Total Assets		**6,929,471.29**	**18,368,499.14**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	5,462.87	0.00
205.000	CONTRACTS PAYABLE	0.00	0.00
Total Liabilities		**5,462.87**	**0.00**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	0.00	(311,829.13)
274.000	NET ASSETS, INVEST IN CAPITAL	(1,593,010.90)	8,272,475.23
275.000	NET ASSETS, RESTRICTED	7,947,046.13	9,269,920.17
276.000	NET ASSETS, UNRESTRICTED	0.00	0.00
Total Fund Balance		**6,354,035.23**	**17,230,566.27**
Beginning Fund Balance		**6,354,035.23**	**8,958,091.04**
Net of Revenues VS Expenditures		**569,973.19**	**1,137,932.87**
Fund Balance Adjustments		**0.00**	**8,272,475.23**
Ending Fund Balance		**6,924,008.42**	**18,368,499.14**
Total Liabilities And Fund Balance		**6,929,471.29**	**18,368,499.14**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 403 - WATER TRUST FUND							
	INTEREST REVENUES	0.00	0.00	224,823.72	100.00	(224,823.72)	124,337.05
	USE OF RESERVES	1,650,000.00	5,569,191.00	0.00	0.00	5,569,191.00	0.00
	MISCELLANEOUS REVENUES	0.00	0.00	(31,097.56)	100.00	31,097.56	67,883.88
	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	714,120.00
	PERMITS. FEES, & SPECIAL ASSESSMENTS	1,600,000.00	1,600,000.00	1,318,039.19	82.38	281,960.81	1,276,142.48
	TOTAL REVENUES	3,250,000.00	7,169,191.00	1,511,765.35	21.09	5,657,425.65	2,182,483.41
	CAPITAL OUTLAY	3,250,000.00	7,169,191.00	373,549.83	5.21	6,795,641.17	1,521,604.97
	OPERATING	0.00	0.00	282.65	100.00	(282.65)	90,905.25
	TOTAL EXPENDITURES	3,250,000.00	7,169,191.00	373,832.48	5.21	6,795,358.52	1,612,510.22
Fund 403 - WATER TRUST FUND:							
TOTAL REVENUES		3,250,000.00	7,169,191.00	1,511,765.35	21.09	5,657,425.65	2,182,483.41
TOTAL EXPENDITURES		3,250,000.00	7,169,191.00	373,832.48	5.21	6,795,358.52	1,612,510.22
NET OF REVENUES & EXPENDITURES		0.00	0.00	1,137,932.87	100.00	(1,137,932.87)	569,973.19

Fund 404 WASTEWATER TRUST FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	4,853,758.12	9,206,735.68
115.100	ACCOUNTS RECEIVABLE	320,125.90	114,254.90
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	6,904.64	6,344.93
151.900	INVESTMENTS - NON-CURRENT	2,214,568.38	2,383,307.88
161.900	LAND	0.00	22,958.87
162.900	BUILDINGS	0.00	0.00
163.900	ACCUM DEPREC - BUILDINGS	0.00	0.00
164.900	INFRASTRUCTURE	0.00	23,083,571.24
165.900	ACCUM DEPREC - INFRASTRUCTURE	0.00	(3,904,369.30)
166.900	EQUIPMENT & FURNITURE	0.00	100,925.42
167.900	ACCUM DEPREC - EQUIPMENT	0.00	(8,434.60)
169.900	CONSTRUCTION WORK IN PROGRESS	0.00	8,298,731.09
101.000	CASH IN BANK	70,742.33	134,503.58
Total Assets		**7,466,099.37**	**39,438,529.69**
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	41,982.00	255.12
205.000	CONTRACTS PAYABLE	217,675.25	171,797.88
223.000	DEFERRED REVENUE	320,044.00	320,044.00
Total Liabilities		**579,701.25**	**492,097.00**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	0.00	(1,257,841.56)
274.000	NET ASSETS, INVEST IN CAPITAL	1,593,010.90	27,593,382.72
275.000	NET ASSETS, RESTRICTED	7,408,501.50	13,314,600.67
276.000	NET ASSETS, UNRESTRICTED	0.00	0.00
Total Fund Balance		**9,001,512.40**	**39,650,141.83**
Beginning Fund Balance		**9,001,512.40**	**12,056,759.11**
Net of Revenues VS Expenditures		**(2,115,114.28)**	**(703,709.14)**
Fund Balance Adjustments		**0.00**	**27,593,382.72**
Ending Fund Balance		**6,886,398.12**	**38,946,432.69**
Total Liabilities And Fund Balance		**7,466,099.37**	**39,438,529.69**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 404 - WASTEWATER TRUST FUND							
	INTEREST REVENUES	0.00	1,600.00	275,130.42	17,195.6	(273,530.42)	243,202.26
	USE OF RESERVES	850,000.00	3,923,270.00	0.00	0.00	3,923,270.00	0.00
	MISCELLANEOUS REVENUES	0.00	0.00	(19,287.65)	100.00	19,287.65	42,103.62
	TRANSFERS FROM OTHER FUNDS	3,120,788.00	3,120,788.00	0.00	0.00	3,120,788.00	0.00
	CAPITAL GRANTS	1,175,787.00	1,175,787.00	0.00	0.00	1,175,787.00	410,773.52
	PERMITS. FEES, & SPECIAL ASSESSMENTS	1,800,000.00	1,800,000.00	1,612,348.68	89.57	187,651.32	1,984,858.45
	TOTAL REVENUES	6,946,575.00	10,021,445.00	1,868,191.45	18.64	8,153,253.55	2,680,937.85
	CAPITAL OUTLAY	6,946,575.00	10,021,445.00	2,571,725.27	25.66	7,449,719.73	4,565,183.41
	OPERATING	0.00	0.00	175.32	100.00	(175.32)	230,868.72
	TOTAL EXPENDITURES	6,946,575.00	10,021,445.00	2,571,900.59	25.66	7,449,544.41	4,796,052.13
Fund 404 - WASTEWATER TRUST FUND:							
TOTAL REVENUES		6,946,575.00	10,021,445.00	1,868,191.45	18.64	8,153,253.55	2,680,937.85
TOTAL EXPENDITURES		6,946,575.00	10,021,445.00	2,571,900.59	25.66	7,449,544.41	4,796,052.13
NET OF REVENUES & EXPENDITURES		0.00	0.00	(703,709.14)	100.00	703,709.14	(2,115,114.28)

Fund 430 AIRPORT FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
102.000	CASH ON HAND	0.00	0.00
104.000	EQUITY IN POOLED CASH	1,197,840.07	1,620,300.83
115.100	ACCOUNTS RECEIVABLE	134,628.91	179,362.31
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(7,863.86)	(20,858.75)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	1,160,146.93	1,315,461.89
141.000	INVENTORIES	1,052.56	662.32
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	16,584.75	9,489.47
156.900	OTHER ASSETS - NONCURRENT	38,306,149.02	37,613,952.98
161.900	LAND	3,935,210.59	3,935,210.59
162.900	BUILDINGS	10,489,339.96	10,480,839.96
163.900	ACCUM DEPREC - BUILDINGS	(2,417,996.68)	(2,668,435.28)
164.900	INFRASTRUCTURE	42,281,180.86	40,126,681.09
165.900	ACCUM DEPREC - INFRASTRUCTURE	(13,946,798.56)	(14,770,600.91)
166.900	EQUIPMENT & FURNITURE	724,357.65	765,571.05
167.900	ACCUM DEPREC - EQUIPMENT	(610,474.14)	(629,387.83)
169.900	CONSTRUCTION WORK IN PROGRESS	565,052.26	2,771,083.48
101.000	CASH IN BANK	0.00	0.00
Total Assets		**81,828,410.32**	**80,729,333.20**
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	117,452.97	10,604.93
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	24,004.55	15,363.09
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	6,700.13	4,831.09
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	67,701.96	62,042.82
220.000	DEPOSITS	121,646.66	123,746.66
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	1,344,335.79	1,166,029.83
290.000	DEFERRED INFLOW	35,979,192.41	34,670,152.11
Total Liabilities		**37,661,034.47**	**36,052,770.53**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	(1,880,263.67)	(1,431,768.17)
274.000	NET ASSETS, INVEST IN CAPITAL	41,034,022.95	40,010,962.15
275.000	NET ASSETS, RESTRICTED	18,555.14	18,555.14
276.000	NET ASSETS, UNRESTRICTED	4,734,338.83	5,577,255.49
Total Fund Balance		**43,906,653.25**	**44,175,004.61**
Beginning Fund Balance		**41,137,163.72**	**44,175,004.61**
Net of Revenues VS Expenditures		**260,722.60**	**501,558.06**
Fund Balance Adjustments		**2,769,489.53**	**0.00**
Ending Fund Balance		**44,167,375.85**	**44,676,562.67**
Total Liabilities And Fund Balance		**81,828,410.32**	**80,729,333.20**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 430 - AIRPORT FUND							
INTEREST REVENUES		12,000.00	12,000.00	42,289.61	352.41	(30,289.61)	21,665.72
USE OF RESERVES		0.00	271,796.00	0.00	0.00	271,796.00	0.00
MISCELLANEOUS REVENUES		5,000.00	5,000.00	2,053.50	41.07	2,946.50	6,016.54
CAPITAL GRANTS		1,902,500.00	6,187,993.00	146,226.43	2.36	6,041,766.57	2,614,218.68
RENTAL INCOME		2,140,870.00	2,140,870.00	1,775,295.27	82.92	365,574.73	1,720,794.00
TOTAL REVENUES		4,060,370.00	8,617,659.00	1,965,864.81	22.81	6,651,794.19	4,362,694.94
CAPITAL OUTLAY		2,147,850.00	6,385,554.00	337,486.61	5.29	6,048,067.39	2,769,825.93
OPERATING		502,482.00	832,115.00	398,379.40	47.88	433,735.60	540,570.38
PERSONNEL		605,882.00	605,882.00	378,048.69	62.40	227,833.31	420,466.36
CONTINGENCY		16,943.00	444.00	0.00	0.00	444.00	0.00
SERVICES PROVIDED BY GEN GOVT		378,998.00	378,998.00	284,248.50	75.00	94,749.50	299,935.50
TRANSFERS TO OTHER FUNDS		408,215.00	414,666.00	66,143.55	15.95	348,522.45	57,023.16
TOTAL EXPENDITURES		4,060,370.00	8,617,659.00	1,464,306.75	16.99	7,153,352.25	4,087,821.33
Fund 430 - AIRPORT FUND:							
TOTAL REVENUES		4,060,370.00	8,617,659.00	1,965,864.81	22.81	6,651,794.19	4,362,694.94
TOTAL EXPENDITURES		4,060,370.00	8,617,659.00	1,464,306.75	16.99	7,153,352.25	4,087,821.33
NET OF REVENUES & EXPENDITURES		0.00	0.00	501,558.06	100.00	(501,558.06)	274,873.61

Fund 440 REFUSE COLLECTION FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	266,363.59	283,354.08
115.100	ACCOUNTS RECEIVABLE	645,472.09	682,860.97
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(38,418.67)	(50,849.70)
121.000	ASSESSMENTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		**873,417.01**	**915,365.35**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	308,694.37	864,162.89
207.000	DUE TO OTHER FUNDS	0.00	0.00
220.000	DEPOSITS	0.00	0.00
Total Liabilities		**308,694.37**	**864,162.89**
*** Fund Balance ***			
276.000	NET ASSETS, UNRESTRICTED	40,390.28	42,745.64
Total Fund Balance		**40,390.28**	**42,745.64**
Beginning Fund Balance		**40,390.28**	**42,745.64**
Net of Revenues VS Expenditures		**524,332.36**	**8,456.82**
Ending Fund Balance		**564,722.64**	**51,202.46**
Total Liabilities And Fund Balance		**873,417.01**	**915,365.35**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 440 - REFUSE COLLECTION FUND							
INTEREST REVENUES		0.00	0.00	7,315.99	100.00	(7,315.99)	8,337.59
MISCELLANEOUS REVENUES		0.00	0.00	110.16	100.00	(110.16)	91.95
CHARGES FOR SERVICES		6,421,500.00	6,421,500.00	4,808,501.62	74.88	1,612,998.38	4,546,709.10
TOTAL REVENUES		6,421,500.00	6,421,500.00	4,815,927.77	75.00	1,605,572.23	4,555,138.64
OPERATING		6,251,018.00	6,251,018.00	4,679,838.98	74.87	1,571,179.02	3,923,793.71
SERVICES PROVIDED BY GEN GOVT		170,482.00	170,482.00	127,631.97	74.87	42,850.03	107,012.57
TOTAL EXPENDITURES		6,421,500.00	6,421,500.00	4,807,470.95	74.87	1,614,029.05	4,030,806.28
Fund 440 - REFUSE COLLECTION FUND:							
TOTAL REVENUES		6,421,500.00	6,421,500.00	4,815,927.77	75.00	1,605,572.23	4,555,138.64
TOTAL EXPENDITURES		6,421,500.00	6,421,500.00	4,807,470.95	74.87	1,614,029.05	4,030,806.28
NET OF REVENUES & EXPENDITURES		0.00	0.00	8,456.82	100.00	(8,456.82)	524,332.36

Fund 450 STORMWATER FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,106,598.21	717,464.84
115.100	ACCOUNTS RECEIVABLE	410,885.30	487,956.11
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(105,089.33)	(111,970.39)
121.000	ASSESSMENTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	37,837.36	44,233.21
151.900	INVESTMENTS - NON-CURRENT	1,392,703.93	1,498,821.28
155.000	PREPAID ITEMS	11,999.25	3,627.75
161.900	LAND	1,076,393.39	1,076,393.39
162.900	BUILDINGS	316,191.74	316,191.74
163.900	ACCUM DEPREC - BUILDINGS	(46,529.10)	(54,433.89)
164.900	INFRASTRUCTURE	5,689,172.14	6,873,989.26
165.900	ACCUM DEPREC - INFRASTRUCTURE	(1,269,833.30)	(1,445,917.84)
166.900	EQUIPMENT & FURNITURE	3,280,463.87	3,299,823.43
167.900	ACCUM DEPREC - EQUIPMENT	(1,933,110.12)	(2,136,453.39)
169.900	CONSTRUCTION WORK IN PROGRESS	792,896.23	0.00
190.000	DEFERRED OUTFLOW	142,662.00	28,260.00
101.000	CASH IN BANK	3,293.38	39,093.31
Total Assets		**10,906,534.95**	**10,637,078.81**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	174,045.31	24,840.44
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	61,356.38	78,289.07
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
229.000	OTHER CURRENT LIABILITIES	114,016.00	115,256.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
238.000	PENSION LIABILITIES	383,383.00	218,330.00
290.000	DEFERRED INFLOW	5,707.00	45,400.00
Total Liabilities		**738,507.69**	**482,115.51**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	(108,338.36)	(156,875.02)
274.000	NET ASSETS, INVEST IN CAPITAL	7,939,016.59	7,929,592.70
276.000	NET ASSETS, UNRESTRICTED	2,023,938.18	1,833,775.41
Total Fund Balance		**9,854,616.41**	**9,606,493.09**
Beginning Fund Balance		**9,635,076.48**	**9,606,493.09**
Net of Revenues VS Expenditures		**313,410.85**	**548,470.21**
Fund Balance Adjustments		**219,539.93**	**0.00**
Ending Fund Balance		**10,168,027.26**	**10,154,963.30**
Total Liabilities And Fund Balance		**10,906,534.95**	**10,637,078.81**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 450 - STORMWATER FUND							
	INTEREST REVENUES	35,000.00	35,000.00	63,432.89	181.24	(28,432.89)	46,678.64
	USE OF RESERVES	555,170.00	1,135,869.00	0.00	0.00	1,135,869.00	0.00
	MISCELLANEOUS REVENUES	0.00	0.00	(10,942.03)	100.00	10,942.03	31,824.26
	TRANSFERS FROM OTHER FUNDS	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00
	CAPITAL GRANTS	0.00	0.00	0.00	0.00	0.00	64,750.00
	CHARGES FOR SERVICES	2,605,000.00	2,605,000.00	2,481,168.46	95.25	123,831.54	2,130,365.55
	TOTAL REVENUES	3,345,170.00	3,925,869.00	2,533,659.32	64.54	1,392,209.68	2,273,618.45
	CAPITAL OUTLAY	1,046,229.00	1,557,006.00	429,810.03	27.60	1,127,195.97	293,342.55
	OPERATING	409,523.00	479,800.00	292,575.71	60.98	187,224.29	335,211.34
	PERSONNEL	1,486,550.00	1,486,550.00	967,301.87	65.07	519,248.13	985,621.47
	SERVICES PROVIDED BY GEN GOVT	373,862.00	373,862.00	280,396.50	75.00	93,465.50	289,729.50
	TRANSFERS TO OTHER FUNDS	29,006.00	28,651.00	15,105.00	52.72	13,546.00	22,931.00
	TOTAL EXPENDITURES	3,345,170.00	3,925,869.00	1,985,189.11	50.57	1,940,679.89	1,926,835.86
Fund 450 - STORMWATER FUND:							
TOTAL REVENUES		3,345,170.00	3,925,869.00	2,533,659.32	64.54	1,392,209.68	2,273,618.45
TOTAL EXPENDITURES		3,345,170.00	3,925,869.00	1,985,189.11	50.57	1,940,679.89	1,926,835.86
NET OF REVENUES & EXPENDITURES		0.00	0.00	548,470.21	100.00	(548,470.21)	346,782.59

Fund 480 PERMITS & INSPECTIONS FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
102.000	CASH ON HAND	100.00	100.00
104.000	EQUITY IN POOLED CASH	1,741,133.82	2,052,338.51
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	2,678.36	6,198.95
151.900	INVESTMENTS - NON-CURRENT	2,163,618.88	0.00
155.000	PREPAID ITEMS	0.00	11,055.96
164.900	INFRASTRUCTURE	1,168,350.63	1,233,581.69
165.900	ACCUM DEPREC - INFRASTRUCTURE	(844,251.90)	(1,053,445.21)
166.900	EQUIPMENT & FURNITURE	461,690.88	461,690.88
167.900	ACCUM DEPREC - EQUIPMENT	(257,029.44)	(318,974.69)
168.950	ACCUM DEPREC - CAPITAL LEASES	246,444.98	846,356.89
169.900	CONSTRUCTION WORK IN PROGRESS	65,231.06	0.00
190.000	DEFERRED OUTFLOW	35,253.00	30,732.00
101.000	CASH IN BANK	525,970.74	0.00
Total Assets		**5,309,191.01**	**3,269,634.98**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	2,658.82	3,676.03
205.000	CONTRACTS PAYABLE	14,557.95	21,774.27
208.000	DUE TO OTHER GOVERNMENTS	17,057.82	17,601.20
215.000	ACCRUED INTEREST PAYABLE	3,690.81	10,832.72
216.000	ACCRUED SALARIES & WAGES	115,676.70	115,001.71
225.900	CAPITAL LEASES - LONG TERM	143,909.69	717,876.95
229.000	OTHER CURRENT LIABILITIES	113,953.00	125,338.00
290.000	DEFERRED INFLOW	5,704.00	6,854.00
Total Liabilities		**417,208.79**	**1,018,954.88**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	(145,574.69)	(717,876.95)
274.000	NET ASSETS, INVEST IN CAPITAL	854,168.41	1,169,209.56
275.000	NET ASSETS, RESTRICTED	66,833.98	65,241.48
276.000	NET ASSETS, UNRESTRICTED	5,008,932.00	3,492,713.96
Total Fund Balance		**5,784,359.70**	**4,009,288.05**
Beginning Fund Balance		**5,784,359.70**	**4,009,288.05**
Net of Revenues VS Expenditures		**(892,377.48)**	**(1,758,607.95)**
Ending Fund Balance		**4,891,982.22**	**2,263,253.30**
Total Liabilities And Fund Balance		**5,309,191.01**	**3,269,634.98**

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 480 - PERMITS & INSPECTIONS FUND							
	INTEREST REVENUES	25,000.00	25,000.00	44,541.02	178.16	(19,541.02)	101,729.71
	USE OF RESERVES	2,403,434.00	2,846,510.00	0.00	0.00	2,846,510.00	0.00
	MISCELLANEOUS REVENUES	5,000.00	5,000.00	7,376.88	147.54	(2,376.88)	51,086.41
	PERMITS. FEES, & SPECIAL ASSESSMENTS	2,005,000.00	2,005,000.00	1,214,645.00	60.58	790,355.00	1,507,679.80
	CHARGES FOR SERVICES	330,000.00	330,000.00	336,683.52	102.03	(6,683.52)	307,483.13
	TOTAL REVENUES	4,768,434.00	5,211,510.00	1,603,246.42	30.76	3,608,263.58	1,967,979.05
	CAPITAL OUTLAY	137,000.00	181,574.00	165,815.19	91.32	15,758.81	0.00
	OPERATING	1,123,007.00	1,489,551.00	852,912.15	57.26	636,638.85	671,982.41
	PERSONNEL	2,287,276.00	2,287,276.00	1,508,215.98	65.94	779,060.02	1,369,246.92
	SERVICES PROVIDED BY GEN GOVT	1,019,808.00	1,019,808.00	764,856.00	75.00	254,952.00	731,925.00
	TRANSFERS TO OTHER FUNDS	201,343.00	233,301.00	70,055.05	30.03	163,245.95	73,470.00
	TOTAL EXPENDITURES	4,768,434.00	5,211,510.00	3,361,854.37	64.51	1,849,655.63	2,846,624.33
Fund 480 - PERMITS & INSPECTIONS FUND:							
TOTAL REVENUES		4,768,434.00	5,211,510.00	1,603,246.42	30.76	3,608,263.58	1,967,979.05
TOTAL EXPENDITURES		4,768,434.00	5,211,510.00	3,361,854.37	64.51	1,849,655.63	2,846,624.33
NET OF REVENUES & EXPENDITURES		0.00	0.00	(1,758,607.95)	100.00	1,758,607.95	(878,645.28)

This page intentionally left blank

PROPRIETARY FUND TYPES

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost reimbursement basis. Currently there are two internal service funds which consists of the Health Insurance Cost Containment Fund and the Workers' Compensation Self-Insurance Fund.

Fund 500 HEALTH INSUR COST CONTAINMENT

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	245,165.07	309,912.97
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
156.900	OTHER ASSETS - NONCURRENT	5,000.00	5,000.00
166.900	EQUIPMENT & FURNITURE	9,542.00	9,542.00
167.900	ACCUM DEPREC - EQUIPMENT	(9,542.00)	(9,542.00)
168.950	ACCUM DEPREC - CAPITAL LEASES	7,529.38	370,524.82
Total Assets		**257,694.45**	**685,437.79**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	35,492.67	53,137.34
215.000	ACCRUED INTEREST PAYABLE	20.99	1,214.92
225.900	CAPITAL LEASES - LONG TERM	9,158.96	383,660.51
Total Liabilities		**44,672.62**	**438,012.77**
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	(9,158.96)	(383,660.52)
274.000	NET ASSETS, INVEST IN CAPITAL	7,529.38	378,072.89
284.000	FUND BALANCE - UNASSIGNED	182,701.99	121,890.81
Total Fund Balance		**181,072.41**	**116,303.18**
Beginning Fund Balance		**181,072.41**	**116,303.18**
Net of Revenues VS Expenditures		**31,949.42**	**131,121.84**
Ending Fund Balance		**213,021.83**	**247,425.02**
Total Liabilities And Fund Balance		**257,694.45**	**685,437.79**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 500 - HEALTH INSUR COST CONTAINMENT							
	INTEREST REVENUES	0.00	1,800.00	4,626.67	257.04	(2,826.67)	6,623.12
	USE OF RESERVES	0.00	14,762.00	0.00	0.00	14,762.00	0.00
	CHARGES FOR GOVT SERVICES	744,755.00	744,755.00	558,567.99	75.00	186,187.01	551,027.34
	TOTAL REVENUES	744,755.00	761,317.00	563,194.66	73.98	198,122.34	557,650.46
	OPERATING	712,550.00	729,112.00	407,919.07	55.95	321,192.93	501,547.29
	SERVICES PROVIDED BY GEN GOVT	32,205.00	32,205.00	24,153.75	75.00	8,051.25	24,153.75
	TOTAL EXPENDITURES	744,755.00	761,317.00	432,072.82	56.75	329,244.18	525,701.04
Fund 500 - HEALTH INSUR COST CONTAINMENT:							
TOTAL REVENUES		744,755.00	761,317.00	563,194.66	73.98	198,122.34	557,650.46
TOTAL EXPENDITURES		744,755.00	761,317.00	432,072.82	56.75	329,244.18	525,701.04
NET OF REVENUES & EXPENDITURES		0.00	0.00	131,121.84	100.00	(131,121.84)	31,949.42

Fund 510 WORK COMP SELF INS FUND

GL Number	Description	PERIOD ENDED 06/30/2025	PERIOD ENDED 06/30/2026
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,581,293.84	1,783,223.26
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	1,637.38	3,789.65
151.900	INVESTMENTS - NON-CURRENT	1,322,699.37	1,423,482.71
155.000	PREPAID ITEMS	0.00	0.00
101.000	CASH IN BANK	705,372.86	821,684.22
Total Assets		**3,611,003.45**	**4,032,179.84**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,574.72	2,005.46
205.000	CONTRACTS PAYABLE	0.00	0.00
229.000	OTHER CURRENT LIABILITIES	1,608,000.00	1,927,000.00
Total Liabilities		**1,612,574.72**	**1,929,005.46**
*** Fund Balance ***			
282.000	FUND BALANCE - COMMITTED	300,000.00	300,000.00
284.000	FUND BALANCE - UNASSIGNED	1,382,509.92	1,437,103.64
Total Fund Balance		**1,682,509.92**	**1,737,103.64**
Beginning Fund Balance		**1,682,509.92**	**1,737,103.64**
Net of Revenues VS Expenditures		**315,918.81**	**366,070.74**
Ending Fund Balance		**1,998,428.73**	**2,103,174.38**
Total Liabilities And Fund Balance		**3,611,003.45**	**4,032,179.84**

REVENUE AND EXPENDITURE REPORT FOR CITY OF DELAND

PERIOD ENDING 06/30/2026

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

SCH OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

COMPARED WITH BUDGET AND FY 2024 ACTUAL

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	% BDGT USED	AVAILABLE BALANCE	YTD BALANCE 06/30/2025
Fund 510 - WORK COMP SELF INS FUND							
INTEREST REVENUES		0.00	0.00	88,435.74	100.00	(88,435.74)	73,626.94
MISCELLANEOUS REVENUES		0.00	32,105.00	81,576.12	254.09	(49,471.12)	83,648.15
CHARGES FOR GOVT SERVICES		908,188.00	908,188.00	681,140.34	75.00	227,047.66	684,976.60
TOTAL REVENUES		908,188.00	940,293.00	851,152.20	90.52	89,140.80	842,251.69
OPERATING		844,188.00	876,293.00	437,081.46	49.88	439,211.54	478,332.88
SERVICES PROVIDED BY GEN GOVT		64,000.00	64,000.00	48,000.00	75.00	16,000.00	48,000.00
TOTAL EXPENDITURES		908,188.00	940,293.00	485,081.46	51.59	455,211.54	526,332.88
Fund 510 - WORK COMP SELF INS FUND:							
TOTAL REVENUES		908,188.00	940,293.00	851,152.20	90.52	89,140.80	842,251.69
TOTAL EXPENDITURES		908,188.00	940,293.00	485,081.46	51.59	455,211.54	526,332.88
NET OF REVENUES & EXPENDITURES		0.00	0.00	366,070.74	100.00	(366,070.74)	315,918.81
TOTAL REVENUES - ALL FUNDS		43,434,185.00	69,163,831.00	29,913,274.29	43.25	39,250,556.71	29,438,610.30
TOTAL EXPENDITURES - ALL FUNDS		43,434,185.00	69,163,831.00	28,309,477.43	40.93	40,854,353.57	28,476,999.06
NET OF REVENUES & EXPENDITURES		0.00	0.00	1,603,796.86	100.00	(1,603,796.86)	961,611.24

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Utility Service Agreement for Neighborhood Center Tiny Homes

DEPARTMENT: Utilities

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

ATTACHMENTS: Neighborhood Center USA partially signed

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

The Neighborhood Center Tiny Homes residential project will be located at 114 West Walts Avenue in DeLand. The proposed residential project will provide for the construction of 7 buildings and ten kitchens to serve multiple residents when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the residential project once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for Neighborhood Center Tiny Homes residential project.

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
NEIGHBORHOOD CENTER HOUSING OPPORTUNITY PROJECT

THIS AGREEMENT is entered into this 24 day of July, 2026, between the City of DeLand (City) and Neighborhood Center of West Volusia Inc. (Developer) regarding utility service for the, Neighborhood Center Housing Opportunity project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 114 W Walts Avenue, DeLand, FL and described as:

TAX PARCEL NUMBERS

701620040020

LOTS 2 & 3 BLK 4 WALTS 2ND ADD DELAND MB 2 PG 105 PER OR 4636 PGS 0944-0945 PER OR 6199 PG 4895 PER OR 6734 PG 1166 PER OR 6734 PG 1167 PER OR 6734 PG 1168

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

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

- One 6-inch x 1 ½ inch saddle tap for portable water connection and approximately 10 LF +/- of 1 ½ inch polyethylene piping.
- One 8-inch x 6-inch sewer tap for wastewater connection and approximately 20 LF +/- of 6-inch SDR 35 PVC piping.
- All onsite water main piping, irrigation piping, and sewer lines will remain privately owned, operated and maintained in perpetuity by the property owner. The city will maintain all water mains and sewer lateral up to the right of way connection.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices. All connections to City facilities shall be made at Developer's expense.

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

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

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

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

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

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

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

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other

fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

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

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

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

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

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

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

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

NEIGHBORHOOD CENTER OF WEST VOLUSIA INC

Name: Savannah-Jane Griffin
Title: Chief Executive officer

ATTEST:

Name: Amber Hornberger
Title: Chief of Staff and Community Engagement

Witness

Witness

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Christian Gowan
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24 day of July, 2026 by Savannah Jane Griffin, the Chief Executive Officer of NEIGHBORHOOD CENTER OF WEST VOLUSIA INC who is ☐ personally known to me or ☐ who has produced, Florida Driver License as identification.

SONAILY MOJICA
Notary Public - State of Florida
Commission # HH 510871
My Comm. Expires Apr 1, 2028
Bonded through National Notary Assn.

Notary Public - State of Florida

Name: Sonaily Mojica
My Commission expires: 04/01/2028

CONTACT INFORMATION

OWNER: Neighborhood Center of West Volusia Inc.
434 S. Woodland Blvd.
Deland, FL 32720

SURVEYOR: Blackwell & Associates Land Surveyors, Inc.
995 west Volusia Avenue
Deland, FL 32724
Phone: 386-734-8050

ENGINEER: Michael Wojtunlak, P.E.
P.E. No. 60934
Engineered Permits, Inc.
311 South Woodland Blvd
Suite A
Deland, FL 32720
Phone: (386) 734-0830
Fax: (386) 734-8226
Email: epi@epleng.net

CONTRACTOR: Ken Goldberg Construction Company LLC
Kenneth Goldberg, CGC 1511865
Phone: 386-804-3732
Email: kenbo@gbergconstruction.com

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration, Elevated Water Tank Maintenance Contract with Southern Corrosion

DEPARTMENT: Utilities

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

ATTACHMENTS: Southern Corrosion Tank Piggyback Agreement, City of DeLand - Southern Corrosion - Chiefland Piggyback Contract, Southern Corrosion Letter - Approval for Piggyback

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

The Utilities Department owns, operates, and maintains two elevated storage tanks in the current water distribution system. An agreement to maintain the tanks was canceled with Utility Service Co., Inc in December 2025 per the contract requirements and the final period for maintenance and inspection by them is soon to expire. A new contract is needed to have the tanks to be maintained inspected, cleaned, repaired, painted and yearly Engineer certified stamped report provided.

The Utilities Department has been in discussions with several replacement Elevated Tank Companies about their services in the last several months. Based on those meetings and checking on pricing and references from multiple cities, we felt southern Corrosion was the best choice. Attached is the Piggyback contract from Chiefland that is effective until September 30, 2027 and is set to renew for another ten years till 2037. This would provide us with a long-term contract that could be used yearly. This has been reviewed by the Purchasing Manager and found to be acceptable.

The attached agreement would go into effect as of October 1, 2026 and be renewed yearly as has been the current practice for the elevated tank maintenance. Both tanks would be on the same renewal period this time and not on separate renewal periods. Previous agreement had a fiscal cost of $44,700 for the 25/26 year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

Acceptance of this agreement will have a fiscal impact of $48,350.00 for the upcoming 26/27 fiscal budget for the utilities department division 4203 budget. Funds are in the proposed budget to cover this cost. Cost is comparable to what the city has been paying in the past.

RECOMMENDATION:

It is recommended that the City Commission approve both the Water Plant #2 and Water Plant #4 Elevated Contract Maintenance agreement to Southern Corrosion per signature by the mayor.

BACKGROUND/DISCUSSION:

The utilities has had the elevated tanks under a maintenance contract since 2007 & 2008 for both the safety of the community and per regulatory requirements for certifying the tanks to the local Health Department.

PIGGYBACK AGREEMENT

The City of DeLand, Florida (the "City") hereby enters into this Piggyback Agreement ("Agreement") for water storage tank and chlorine vessel maintenance and management services, including inspection, repair, painting, and interior wash-out services, under the same terms and conditions as the agreement between Southern Corrosion, Inc. ("Contractor") and the City of Chiefland, Florida which resulted from a competitive procurement with a reference of RFP No. RFP-SS-17-01. A copy of the said contract is attached hereto as Exhibit A (the "Contract"). The City has reviewed the Contract and agrees to the terms and conditions thereof. Contractor hereby agrees to provide such goods and services to the City under the same terms and conditions as set forth in the Contract, except as modified by the provisions set forth in this Agreement and the pricing and work plan attached hereto as Exhibit B. To the extent of any conflict in the terms contained in the Contract and in this Agreement, the terms of this Agreement shall control.

Term and Renewal

The initial term of this Agreement as between the City and Contractor shall commence on October 1, 2026 and shall terminate on September 30, 2027. Thereafter, this Agreement shall automatically renew for nine (9) successive one (1) year terms (for a maximum total contract term of up to ten (10) years), unless the City provides written notice of non-renewal to the Contractor at least sixty (60) days prior to the expiration of the then-existing one-year term. Renewal of this Agreement is contingent upon Contractor renewing or otherwise extending the Contract with the City of Chiefland on the same or substantially the same terms, with the exception of price and schedule of services.

Pricing and Work Plan

Notwithstanding any pricing set forth in the Contract, the pricing and work plan applicable to the goods and services to be provided by the Contractor to the City are set forth in

the pricing and work plan attached hereto as Exhibit B and incorporated herein by reference. In the event of any conflict between Exhibit B and the Contract with respect to pricing or scope of work, Exhibit B shall control as between the City and Contractor.

General Provisions

All references to the Awarding Agency in the Contract shall be deemed to be a reference to the City. All notices required to be given to the City pursuant to the Contract shall be addressed as follows:

City of DeLand
Attn: City Manager
120 S. Florida Avenue
DeLand, FL 32720

The City and Contractor hereby incorporate the following provision into this Agreement as currently required by Florida Statute:

A. Scrutinized Companies

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

B. Anti-Discrimination

That Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof-- hereby covenants and agrees that:

1. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

2. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

C. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes as amended.

D. Environmental/Social Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E. Public Records

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

GOWANC@DELANDFL.GOV

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

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

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

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

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

F. E-Verify

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

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

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

3. The City, upon good faith belief that a subcontractor knowingly violated the

provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

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

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

G. Security Breach

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

H. Cybersecurity Compliance

The Contractor acknowledges that the City is subject to the requirements of the Florida Local Government Cybersecurity Act and agrees to maintain cybersecurity controls consistent with generally accepted best practices for security, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework. The Contractor shall promptly report any cybersecurity incident, ransomware incident, or suspected compromise involving City data, systems, or information technology resources and shall provide all information reasonably requested by the City to support statutory reporting obligations. The Contractor shall cooperate with the City, law enforcement, and state cybersecurity authorities as required and shall provide a written after-action summary upon request following remediation of any cybersecurity incident affecting City information or services. Contractor shall not notify affected individuals, governmental agencies, or the media regarding a security incident involving City Data without the City's prior written approval, except where such notice is expressly required by law.

I. Diversity, Equity and Inclusion (DEI)

Pursuant to Section 287.139, Florida Statutes, Contractor certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Contractor acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Contractor shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

SOUTHERN CORROSION, INC.

By:_____
James A. Skilton, President

Date Executed by Contractor: 7/30/26

CITY OF DELAND

By:_____
Christopher M. Cloudman, Mayor

Dated Executed by City:_____

ATTEST:

By:_____
Christian D. Gowan, MPA, CMC
City Clerk / Auditor

EXHIBIT A

Contract Between Southern Corrosion, Inc. and the City of Chiefland, Florida
(RFP No. RFP-SS-17-01)

CITY OF CHIEFLAND

WATER TANKS AND CHLORINE VESSELS MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Chiefland**, whose business address is **214 East Park Avenue, Chiefland, Florida 32626** (hereinafter referred to as "the City") and **Southern Corrosion, Inc.** whose business address is **738 Thelma Road, Roanoke Rapids, North Carolina 27870(** hereinafter referred to as "the Company").

Now, therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

A) The Contractor is hereby granted the sole and exclusive license and privilege for the purpose of maintenance management of all City of Chiefland water storage tanks and chlorine vessels listed below:
   1. Tank #1 50,000 gallon 14 NE 1st Street, Elevated Water Storage Tank
   2. Tank #2 100,000 gallon 100 NE 8th Street, Elevated Water Storage Tank
   3. Tank #3 200,000 gallon 1500 NW 23rd Avenue, Pedosphere Water Storage Tank
   4. Chlorine 10,000 Pressure Vessel – Tank #1 14 NE 1st Street
   5. Chlorine 15,000 Pressure Vessel – Well #3 926 NW 4th Drive
   6. Chlorine 15,000 Pressure Vessel – Well #4 920 NW 4th Drive

B) **Complaints.** All complaints received by the City shall be forwarded directly to the Contractor for resolution and shall be given prompt and courteous attention within 24 hours. The Contractor shall provide the City with the contact information of the appropriate staff to receive the complaint information.

C) **Structure of the Tanks/Vessels.** The Company agrees to accept the listed tanks/vessels under program bases upon its existing structure and components.

D) **Property Damage.** Contractor shall be responsible for the cost to repair or replacement, any public or private property damaged by the Contractor or the Contractor's Representative.

E) **Point for Contact.** All dealings, contracts, etc. between the City and the Contractor shall be handled directly by the Contractor to the office of the City Manager and by the City to the Contractor Operations Manager.

F) **Insurance.** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Article labeled "Indemnity". All insurance shall be by insurers and for policy limits acceptable to the City, naming the City as a co-insured on each of the required policies. Copies of each policy shall be forwarded to the City Manager prior to the commencement of work, and on January 1, each year thereafter during the term of the Contract. The certificates shall contain the following express obligation:

> "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."
>
> For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage's	**Limits of Liability**
Workmen's Compensation	Statutory
Professional Liability	$ 2,000,000.00
Bodily Injury Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each accident
Pollution Liability	$ 2,000,000.00
Property Damage Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each accident
Automobile Bodily Injury Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each occurrence
Automobile Property Damage Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each occurrence

> **Umbrella Liability**
> In addition to the above limits, the Contractor shall provide at least $2,000,000 umbrella or excess liability insurance policy.
>
> The policies referred to herein provide that they cannot be canceled by the insurer in less than thirty days after the insured has received written notice of such cancellation, and equal notification to the City.

Failure by the Contractor to obtain or maintain the required insurance will be seen by the City as terms for default under this agreement, and may result in the immediate termination of this Contract.

G) **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

H) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

I) **Visual Inspection Disclaimer.** This contract is based upon a visual inspection of the Tanks and Vessels. The City and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tanks/Vessels for all latent defects. If latent defects are identified once the tank/vessel has to be drained for repairs, the City agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the City and the Company renegotiate the annual fees. The Definition of a "latent defect" shall be any defect of the Tanks or Vessels which is not easily discovered (e.g., corrosion of the floor plats, damage to the roof of the tank which is not clearly visible during the visible inspection, etc.)

J) **Payment for services.** As full consideration for performing all work and services set out in this Contract, the City agrees to pay the Contractor in accordance with the prices set out in the Pricing Sheet. Payment will be made within 10 days after receipt of acceptable itemized and certified invoices.

K) **Contractor's relationship to the City**

1. **Contractor as Independent Contractor**
   It is expressly agreed and understood that the Contractor is in all respects, and Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.
2. **Subletting Contract Assignment**
   The Contract, or any portion thereof, shall not be sublet except with the prior written approval of the City Commission, which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subletting the City to liability of any kind to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the City shall deal through the Contractor. Subcontractors shall be dealt with as workers and representatives of the general contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

L) **Contract provisions.**

1) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
2) This Contract is entered into subject to the following conditions:
   a) The Contractor shall procure and keep in full force and effect throughout the term of the Contract all of the insurance policies specified in and required in the bid specifications.
   b) The Contractor shall not be liable for the failure to perform their duties completely, if such failure is caused by catastrophe, riot, war, governmental order or regulation, fire, accident, or act of God.
   c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provisions or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract documents
   d) During the term of this agreement, should transferring of the Contract become an issue, approval from the Chiefland City Commission would be necessary.
3) For water tank and chlorine vessel maintenance management service performed pursuant to the described method of service herein, the charges shall not exceed the rates as fixed by the Contract Documents.

4) The Contractor shall observe the following holidays:

New Year's Day	Labor Day	Martin Luther King Jr. Day
Thanksgiving Day	Memorial Day	Christmas Day
Independence Day		

5) In the event the Contractor defaults in the performance standards of any obligations to be performed by it hereunder, the City may give the Contractor written notice of each default, specifying the specific default. In the event that the Contractor fails to or refuses to resolve each default, or to commence the resolution of each default within 30 days from receipt of such notice, then the City, may at its option, withhold up to 100% of the payment due to the Contractor, until the default is corrected.

Pricing sheet

All Rates Expressed as Annually

Pricing sheet submission for all water towers and chlorine vessel management for a Ten (10) year contract.

Years of Contract	Cost for all tanks and chlorine vessels
Year 1	$33,423
Year 2	$33,423
Year 3	$33,423
Year 4	$33,423
Year 5	$33,423
Year 6	$33,423
Year 7	$33,423
Year 8	$33,423
Year 9	$33,423
Year 10	$33,423
Cost of all 10 years	$334,230

Work Schedule Plan.

This Contract outlines the Company's work schedule plan for the care and maintenance of the above water storage tanks and the Chlorine vessels as detailed and attached from RFP-SS-17-01. Care and maintenance include the following:

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT SCHEDULE

Date: May 9, 2017
Customer: City of Chiefland, FL
Tanks: 200,000 Gallon Pedisphere Water Storage Tank 1
100,000 Gallon Well #2 Elevated Water Storage Tank 2
50,000 Gallon Well #1 Elevated Water Storage Tank 3
10,000 Gallon Well #1 Water Storage Tank 4
15,000 Gallon Well #3 Water Storage Tank 5
15,000 Gallon Well #4 Water Storage Tank 6

Year 1 – 2017

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

Year 2 - 2018

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 3 – 2019

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 4 - 2020

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 5 - 2021

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 6 - 2022

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of acrylic to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

50,000 Gallon Well #1 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

Year 7 – 2023

200,000 Gallon Pedisphere Water Storage Tank

1) Visual inspection and repairs uncovered through inspection
2) Repaint Interior Wet
   a. Abrasive blast all rusted areas to bare metal in accordance with SSPC surface preparation method #10, near white grade. All remaining interior surfaces will be abrasive blasted in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   c. Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all interior weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   e. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   f. Disinfect the tank interior using AWWA Method #2, spray method.
   g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   h. Dispose of the abrasive blast debris in accordance with Federal, State, and Local regulations.
3) Repaint Interior Dry
   a. Pressure wash all interior dry surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of epoxy- mastic to all interior dry surfaces applied at 2.5 to 3.5 mils dry film thickness.
4) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.
e. Re-apply the tank logo as it currently appears.

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 8 – 2024

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 9 – 2025

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Wash-out & Touch-up Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   a. Spot prime coat all bare metal surfaces using an epoxy that is NSF approved for contact with potable water to all bare metal surfaces, applied at 6 to 8 mils dry film thickness.
   c. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   d. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 10 – 2026

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of alkyd aluminum to all exterior surfaces applied at 1.0 to 1.5 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

10,000 Gallon Well #1 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

Indemnification: The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract.

Terms: All terms and conditions of this Contract are considered material, and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of said terms or conditions, the City shall have the right to terminate this Contract. This Contract is subject to termination by the City upon written notice of intent to terminate is received by ninety (90) days prior to the first day of the upcoming Contract Year.

Term of Contract: The term of this contract shall be for ten (10) years, beginning on October 1st, 2017 and ending on September 30th, 2027.

In Witness Whereof, we, the Contracting Parties, by our duly authorized agents, hereto affix our signatures and seals on this the 7th day of July, 2017 A.D.

City of Chiefland

A Municipal Corporation of Levy County, Florida

By: Betty J. Walker

Betty J. Walker, Mayor-Commissioner

Attest: Mary Ellzey

Mary Ellzey, City Manager

Southern Corrosion, Inc.

By: [signature]

Print name/Job Title: James A. Skelton, President

Attest: [signature]

Print name/Job Title: Lynne Skelton, Secretary

Name and Address of Contractor Representative:

David Van Domelen
3802 Calvilo Place
Ocean Springs, MS 39564

EXHIBIT B

Pricing and Work Plan for the City of DeLand, Florida

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT
Schedule

Date: July 16, 2026
Customer: DeLand, FL
Tanks: 500,000 Gallon Michigan Ave. Elevated Water Tank
400,000 Gallon Minnesota Ave. Elevated Water Tank

YEAR 1 - 2026

- **500,000 Gallon Michigan Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.
- **400,000 Gallon Minnesota Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.

YEAR 2 - 2027

- **500,000 Gallon Michigan Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.
- **400,000 Gallon Minnesota Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2028

- **500,000 Gallon Michigan Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.
  1. Repaint Exterior:
  a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
  b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
  c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
  d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- **400,000 Gallon Minnesota Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2029

- **500,000 Gallon Michigan Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.
- **400,000 Gallon Minnesota Ave. Elevated Water Tank**
  Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Wash-out Interior:

a. Owner to have the tank drained.
b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 5 - 2030

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Owner to have the tank drained.
b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2031

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2032

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2033

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2034

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
f. Sterilize interior using AWWA Disinfection Method #2, spray method.
g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

YEAR 10 - 2035

500,000 Gallon Michigan Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
f. Sterilize interior using AWWA Disinfection Method #2, spray method.
g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

400,000 Gallon Minnesota Ave. Elevated Water Tank

Visual inspection and repairs uncovered through inspection.

SCHEDULE CONTINUATION

The tanks will be visually inspected every year. The tank interiors will be washed-out at 5-year intervals until 15 years has elapsed from the last time the interior was recoated. The tank interiors will be recoated at 15-year intervals and the tank exteriors will be recoated at 9-year intervals.

AFTER YEAR 10:

- **500,000 Gallon Michigan Ave. Elevated Water Tank**
  The next wash-out is scheduled for Year 15 of the Service (Year 2040), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2037), and the next repainting of the tank interior is scheduled for Year 25 of the Service (2050).
- **400,000 Gallon Minnesota Ave. Elevated Water Tank**
  The next wash-out is scheduled for Year 14 of the Service (Year 2039), the next repainting of the tank exterior is scheduled for Year 13 of the Service (Year 2038), and the next repainting of the tank interior is scheduled for Year 24 of the Service (2049).

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is **$48,350.00**. All subsequent year premiums will be the total of the immediate prior year' s premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.

SOUTHERN CORROSION
ENGINEERED TANK CARE

ENGINEERED TANK CARE
Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principal office at 524 NC Hwy 125, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the **City of DeLand, FL**(hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as **500,000 Gallon Michigan Ave Elevated Water Tank and the 400,000 Gallon Minnesota Ave. Elevated Water Tank** as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:

   a. "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. **TERMS OF MANAGEMENT AGREEMENT.** The initial term of this Agreement shall be for a period of twenty-four (24) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. **PERFORMANCE OF MAINTENANCE SERVICES.** Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. **CHARGES.** The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. **REPRESENTATIONS BY THE OWNER.** The Owner hereby makes the following representations and warranties:

a. The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. **REPRESENTATIONS BY SOUTHERN CORROSION.** Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

a. That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. **TERMINATION/CANCELLATION.** This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

a. In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

b. In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.

c. The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. **LIMITATION OF LIABILITY.** In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. **EXCUSABLE DELAY.** Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion’s reasonable control.

10. **REGULATIONS.** Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern

Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

a. Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:
City of DeLand
120 S Florida Avenue
DeLand, FL 32720

Southern Corrosion Inc.
524 NC Hwy 125
Roanoke Rapids, NC 27870

b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of **Florida.**

d. Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

e. Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

_____
Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

BY: _____
President

ATTEST:

_____

THE CITY OF DELAND, FL

BY: _____

Mr. Jim Ailes
Director of Public Works
City of Deland, FL
1101 S. Amelia Ave
Delan, FL 32720

Subject: Piggyback Contract Offer for Water Tank and Chlorine Vessel Maintenance Services
RE: City of Chiefland Contract RFP-SS-17-01

Dear Mr. Ailes:

Southern Corrosion Tank Care, Inc. is pleased to offer you the option to piggyback the purchase of Engineered Tank Care (E.T.C) services from our above referenced contract with the City of Chiefland ("City"). A description of the services we provide is attached to this letter for your convenience.

Our contract with the City of Chiefland was competitively procured in response to City RFP No. RFP-SS-17-01. Two proposals were submitted to the City and evaluated on a number of factors including the ability and skill of the proposer, the ability of the proposer to complete the services without delay, the experience of the proposer with other local government entities, and price. Southern Corrosion Tank Care was ranked the highest by the City Commission. The contract was effective October 1, 2017, and is valid for a term of ten years, or until September 30, 2027. The contract was recently exteneded for another 10 years, for a second term ending September 30, 2037. The contract price is a fixed price based on the scope of work and broken down as follows:

- Coatings and repairs: 80% of the contract price
- Washouts: 15% of the contract price
- Inspection services: 5% of the contract price

Southern Corrosion Tank Care, Inc. is prepared to provide water tank and chlorine vessel maintenance services to you based on the same terms and conditions of the City of Chiefland contract, at a cost that is proportional to the contract price and cost breakdown mentioned above. The City has consented to make the terms and conditions of the contract available to any other government entity in Florida.

Attached for your reference is the City of Chiefland contract, the City's consent to piggyback, the solicitation documents for RFP-SS-17-01, the proposals, and the ranking sheets.

Please feel free to contact me if you need anything further or have additional questions regarding this offer. Southern Corrosion Tank Care looks forward to the opportunity to work with City of Deland, FL on its tank maintenance needs.

Sincerely,

John Tucker

John Tucker
Florida Representative
Southern Corrosion, Inc.

CITY OF CHIEFLAND

WATER TANKS AND CHLORINE VESSELS MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Chiefland**, whose business address is **214 East Park Avenue, Chiefland, Florida 32626** (hereinafter referred to as "the City") and **Southern Corrosion, Inc.** whose business address is **738 Thelma Road, Roanoke Rapids, North Carolina 27870(** hereinafter referred to as "the Company").

Now, therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

A) The Contractor is hereby granted the sole and exclusive license and privilege for the purpose of maintenance management of all City of Chiefland water storage tanks and chlorine vessels listed below:
   1. Tank #1 50,000 gallon 14 NE 1st Street, Elevated Water Storage Tank
   2. Tank #2 100,000 gallon 100 NE 8th Street, Elevated Water Storage Tank
   3. Tank #3 200,000 gallon 1500 NW 23rd Avenue, Pedosphere Water Storage Tank
   4. Chlorine 10,000 Pressure Vessel – Tank #1 14 NE 1st Street
   5. Chlorine 15,000 Pressure Vessel – Well #3 926 NW 4th Drive
   6. Chlorine 15,000 Pressure Vessel – Well #4 920 NW 4th Drive

B) **Complaints.** All complaints received by the City shall be forwarded directly to the Contractor for resolution and shall be given prompt and courteous attention within 24 hours. The Contractor shall provide the City with the contact information of the appropriate staff to receive the complaint information.

C) **Structure of the Tanks/Vessels.** The Company agrees to accept the listed tanks/vessels under program bases upon its existing structure and components.

D) **Property Damage.** Contractor shall be responsible for the cost to repair or replacement, any public or private property damaged by the Contractor or the Contractor's Representative.

E) **Point for Contact.** All dealings, contracts, etc. between the City and the Contractor shall be handled directly by the Contractor to the office of the City Manager and by the City to the Contractor Operations Manager.

F) **Insurance.** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Article labeled "Indemnity". All insurance shall be by insurers and for policy limits acceptable to the City, naming the City as a co-insured on each of the required policies. Copies of each policy shall be forwarded to the City Manager prior to the commencement of work, and on January 1, each year thereafter during the term of the Contract. The certificates shall contain the following express obligation:

> "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."
>
> For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage's	**Limits of Liability**
Workmen's Compensation	Statutory
Professional Liability	$ 2,000,000.00
Bodily Injury Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each accident
Pollution Liability	$ 2,000,000.00
Property Damage Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each accident
Automobile Bodily Injury Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each occurrence
Automobile Property Damage Liability	$ 2,000,000.00 each person
	$ 5,000,000.00 each occurrence

> **Umbrella Liability**
> In addition to the above limits, the Contractor shall provide at least $2,000,000 umbrella or excess liability insurance policy.
>
> The policies referred to herein provide that they cannot be canceled by the insurer in less than thirty days after the insured has received written notice of such cancellation, and equal notification to the City.

Failure by the Contractor to obtain or maintain the required insurance will be seen by the City as terms for default under this agreement, and may result in the immediate termination of this Contract.

G) **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

H) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

I) **Visual Inspection Disclaimer.** This contract is based upon a visual inspection of the Tanks and Vessels. The City and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tanks/Vessels for all latent defects. If latent defects are identified once the tank/vessel has to be drained for repairs, the City agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the City and the Company renegotiate the annual fees. The Definition of a "latent defect" shall be any defect of the Tanks or Vessels which is not easily discovered (e.g., corrosion of the floor plats, damage to the roof of the tank which is not clearly visible during the visible inspection, etc.)

J) **Payment for services.** As full consideration for performing all work and services set out in this Contract, the City agrees to pay the Contractor in accordance with the prices set out in the Pricing Sheet. Payment will be made within 10 days after receipt of acceptable itemized and certified invoices.

K) **Contractor's relationship to the City**

1. **Contractor as Independent Contractor**
   It is expressly agreed and understood that the Contractor is in all respects, and Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.
2. **Subletting Contract Assignment**
   The Contract, or any portion thereof, shall not be sublet except with the prior written approval of the City Commission, which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subletting the City to liability of any kind to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the City shall deal through the Contractor. Subcontractors shall be dealt with as workers and representatives of the general contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

L) **Contract provisions.**

1) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
2) This Contract is entered into subject to the following conditions:
   a) The Contractor shall procure and keep in full force and effect throughout the term of the Contract all of the insurance policies specified in and required in the bid specifications.
   b) The Contractor shall not be liable for the failure to perform their duties completely, if such failure is caused by catastrophe, riot, war, governmental order or regulation, fire, accident, or act of God.
   c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provisions or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract documents
   d) During the term of this agreement, should transferring of the Contract become an issue, approval from the Chiefland City Commission would be necessary.
3) For water tank and chlorine vessel maintenance management service performed pursuant to the described method of service herein, the charges shall not exceed the rates as fixed by the Contract Documents.

4) The Contractor shall observe the following holidays:

New Year's Day	Labor Day	Martin Luther King Jr. Day
Thanksgiving Day	Memorial Day	Christmas Day
Independence Day		

5) In the event the Contractor defaults in the performance standards of any obligations to be performed by it hereunder, the City may give the Contractor written notice of each default, specifying the specific default. In the event that the Contractor fails to or refuses to resolve each default, or to commence the resolution of each default within 30 days from receipt of such notice, then the City, may at its option, withhold up to 100% of the payment due to the Contractor, until the default is corrected.

Pricing sheet

All Rates Expressed as Annually

Pricing sheet submission for all water towers and chlorine vessel management for a Ten (10) year contract.

Years of Contract	Cost for all tanks and chlorine vessels
Year 1	$33,423
Year 2	$33,423
Year 3	$33,423
Year 4	$33,423
Year 5	$33,423
Year 6	$33,423
Year 7	$33,423
Year 8	$33,423
Year 9	$33,423
Year 10	$33,423
Cost of all 10 years	$334,230

Work Schedule Plan.

This Contract outlines the Company's work schedule plan for the care and maintenance of the above water storage tanks and the Chlorine vessels as detailed and attached from RFP-SS-17-01. Care and maintenance include the following:

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT SCHEDULE

Date: May 9, 2017
Customer: City of Chiefland, FL
Tanks: 200,000 Gallon Pedisphere Water Storage Tank 1
100,000 Gallon Well #2 Elevated Water Storage Tank 2
50,000 Gallon Well #1 Elevated Water Storage Tank 3
10,000 Gallon Well #1 Water Storage Tank 4
15,000 Gallon Well #3 Water Storage Tank 5
15,000 Gallon Well #4 Water Storage Tank 6

Year 1 – 2017

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

Year 2 - 2018

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 3 – 2019

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 4 - 2020

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 5 - 2021

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 6 - 2022

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of acrylic to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

50,000 Gallon Well #1 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

Year 7 – 2023

200,000 Gallon Pedisphere Water Storage Tank

1) Visual inspection and repairs uncovered through inspection
2) Repaint Interior Wet
   a. Abrasive blast all rusted areas to bare metal in accordance with SSPC surface preparation method #10, near white grade. All remaining interior surfaces will be abrasive blasted in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   c. Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all interior weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   e. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   f. Disinfect the tank interior using AWWA Method #2, spray method.
   g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   h. Dispose of the abrasive blast debris in accordance with Federal, State, and Local regulations.
3) Repaint Interior Dry
   a. Pressure wash all interior dry surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of epoxy- mastic to all interior dry surfaces applied at 2.5 to 3.5 mils dry film thickness.
4) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.
e. Re-apply the tank logo as it currently appears.

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 8 – 2024

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 9 – 2025

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Wash-out & Touch-up Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   a. Spot prime coat all bare metal surfaces using an epoxy that is NSF approved for contact with potable water to all bare metal surfaces, applied at 6 to 8 mils dry film thickness.
   c. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   d. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

Year 10 – 2026

200,000 Gallon Pedisphere Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank
1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of alkyd aluminum to all exterior surfaces applied at 1.0 to 1.5 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

10,000 Gallon Well #1 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

Indemnification: The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract.

Terms: All terms and conditions of this Contract are considered material, and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of said terms or conditions, the City shall have the right to terminate this Contract. This Contract is subject to termination by the City upon written notice of intent to terminate is received by ninety (90) days prior to the first day of the upcoming Contract Year.

Term of Contract: The term of this contract shall be for ten (10) years, beginning on October 1st, 2017 and ending on September 30th, 2027.

In Witness Whereof, we, the Contracting Parties, by our duly authorized agents, hereto affix our signatures and seals on this the 7th day of July, 2017 A.D.

City of Chiefland

A Municipal Corporation of Levy County, Florida

By: Betty J. Walker

Betty J. Walker, Mayor-Commissioner

Attest: Mary Ellzey

Mary Ellzey, City Manager

Southern Corrosion, Inc.

By:

Print name/Job Title: James A. Skelton, President

Attest:

Print name/Job Title: Lynne Skelton, Secretary

Name and Address of Contractor Representative:

David Van Domelen
3802 Calvilo Place
Ocean Springs, MS 39564

City of Chiefland

~ The Gem of the Suwannee Valley ~

John C. Jones	Lewrissa Johns	Kim Bennett	LaWanda Jones	Norman Weaver
Mayor	*Vice Mayor*	*Commissioner*	*Commissioner*	*Commissioner*

October 23, 2024

RE: Southern Corrosion – Piggy Back

John,

The City of Chiefland approves allowing Southern Corrosion to use the Maintenance Contract for piggyback purposes which will allow you to extend terms and conditions of the Maintenance Contract to other governmental agencies.

If you have any questions or need any further information, please let me know.

Sincerely,

Laura Cain

Laura Cain
City Manager

214 East Park Avenue, Chiefland, Florida 32626 * (352) 493-6711 * Facsimile (352) 493-6714 * cityhall@chieflandfla.com

REQUEST FOR PROPOSALS
CITY OF CHIEFLAND

Maintence Management of Water Storage Tanks and Chlorine Vessels

RFP-SS-17-01

Sealed Request for Proposals will be accepted by the City of Chiefland at City Hall 214 East Park Avenue, Chiefland, FL 32626 until:

10:00 a.m. Thursday, May 11th, 2017

For the maintenance and management of Water Storage Tanks and Chlorine Vessel for the City of Chiefland, Levy County, Florida. Proposals will be publicly opened and recorded at 10:15 a.m., May 11th, 2017 at Chiefland City Hall.

All questions or requests for additional information must be addressed to Seth Sache at (352) 493-6711 or e-mail: ssache@chieflandfla.com. Proposals shall not include conditions or exceptions. Questions and answers will be emailed to all interested proposers. **Deadline for questions is 12:00 p.m., Monday, May 8th, 2017.**

The City reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract in the best interest of the City. The services contract is subject to the funding agency's purchasing rules and regulations, except as otherwise set forth in this Request for Proposals.

Proposals shall be presented in a sealed envelope per instructions on the request for proposal. All information regarding opening date, description of proposal, and Request for Proposals ("RFP") number must be listed on the outside of the envelope.

PROPOSAL INSTRUCTIONS

1. Award of this Management of Water Tanks and Chlorine Vessels contract is governed by Section 4.04 of the City of Chiefland Purchasing Policy.

2. All proposals must be submitted on the Proposal Form provided herein and must be submitted in one (1) original and six (6) copies.

3. All proposers must familiarize themselves with these instructions and the provision in this RFP. All provisions contained in the RFP are a part of the Proposal Instructions.

4. The proposal submitted by each proposer, shall become an integral part of the contract between the City and the Contractor, and representatives, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

5. Proposers will be required to furnish with their proposal, complete operational plans, which will conform to the schedules currently in place; the background of local management of the operation; a statement outlining the general conditions of employment, such as hours of work. In addition, each proposer is required to certify that they are a "Drug Free Workplace" and to furnish all other requested information for each attached exhibit.

6. The proposer shall provide the City a copy of their previous year's financial statement signed by the individual firm or corporation, and signed by a Certified Public Accountant. The proposer understands that the City may require the financial statement to be verified by a Certified Public Accountant audit within fifteen (15) days of the proposal. Failure of the proposer to provide such evidence of verification shall be deemed a noncompliance with the proposal specifications.

7. Each proposer shall submit a list of 3 current municipal references and 3 prior municipal business references with which they have provided this service for during the past three (3) years. The list shall contain the name of the company, and the appropriate contact person along with their contact information, i.e. phone number, fax number, address, and e-mail.

8. The proposer shall submit their certification of proposal along with the disbarred vendor's affidavit providing the information required by FSS 287.133(3) (a), in the form attached hereto.

9. Proposal must be sealed and clearly labeled with the following: **City of Chiefland Proposal # RFP-SS-17-01**. Proposal may be hand delivered or mailed to City Hall 214 East Park Avenue, Chiefland, FL 32626. Any proposal received after the date and hour specified will be rejected and returned to the proposer. Email or fax proposal submissions will NOT be accepted.

10. Proposals will be publicly opened and recorded at **10:15 a.m. May 11th, 2017** at Chiefland City Hall 214 East Park Avenue Chiefland, FL 32626. Proposers are not required to be present for the proposal opening. **In accordance with FSS 119.071(1)(b) sealed proposals pursuant to this competitive solicitation are exempt from public inspection and copying until such time as the City of Chiefland provides notice of an intended decision or until 30 days after opening the proposal, whichever is earlier.**

11. After review of the proposals the City Manager serving as the Purchasing Officer will conduct a comparison of all compliant proposals received including a written summary of the proposals. The City Commission will publicly rank the compliant proposals and award the Maintance Management of the Water Tanks and Chlorine Vessels contract to the lowest responsible and responsive company whose proposal meets the requirements set forth in the invitation to bid.

12. The City Commission shall consider the following evaluation factors in addition to the price/rates proposed:

    (A) The ability, capacity, skill, and workmanship of the proposer to perform the contract.

    (B) Whether the proposer can perform the contract within the time specified, without delay or interference.

    (C) The character, integrity, reputation, judgment, experience, and efficiency of the proposer.

    (D) Performance of contracts with the City of Chiefland and with other local governmental entities.

    (E) Proposers previous and existing compliance with laws and ordinances relating to the contract.

    (F) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.

(G) Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.

13. It is understood that each proposal submitted shall be open for acceptance for a period of (60) sixty days, following the date of the proposal opening. The proposal accepted for award shall be incorporated as part of the final contract document. The proposer shall have no enforceable right until the City Commission issues a Notice of Intent to award

14. The City of Chiefland reserves the right: (i) to accept or reject any or all proposals or parts of proposals; (ii) to waive irregularities; (iii) to accept any proposal which best serves the interest of the City; (iv) to terminate this RFP process and advertise for new proposals; or (v) to terminate this RFP process and award the anticipated contract by any other process that the City Commission deems appropriate. Neither this Request for Proposals, nor any response to this Request, shall create a property right in any interested party, proposer or any other person, prior to the time that a final written contract is approved and executed by the City.

SCOPE OF WORK

Each proposal shall address all of the information outlined herein. Additionally, each prospective contractor may include such other information as they deem pertinent to the proper evaluation of their proposal. Bound typewritten proposals shall be submitted.

1. It's the responsibility of each prospective contractor interested in the proposal to inspect each of the tanks prior to the submission of their bid proposal. The inspector must be either an SSPC Coating Specialist or have a BS in Civil Engineering. Inspection of tanks may be made by contacting **Shane Keene, Water and Facilities Manager (352-493-6789)**. Seven day notice for inspection is required.

2. Each contractor is responsible for testing the current materials in place on each tank for hazardous content. All work must comply with OSHA regulatory standards, including, OSHA Confined Space Entry, A.W.W.A., N.S.F., and other federal, state, and local regulatory standards. Proposals will be considered, and should be written to provide the contracted maintenance for all of the following tanks and vessels:

Water Tanks

a) Well #1 - 50,000 gallon 14 NE 1st Street Elevated Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

b) Well #2 - 100,000 gallon 100 NE 8th Street Elevated Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

c) Well #3 - 200,000 gallon 1500 NW Avenue Pedosphere Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

Chlorine Vessels

a) 10,000 Well #1 14 NE 1st Street Pressure Vessel with Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

b) 15,000 Pressure Vessel- Well #3 926 NW 4th drive – Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

c) 15,000 Pressure Vessel- Well #4 920 NW 4th drive– Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

PURPOSE

The City of Chiefland, Florida is soliciting proposals from qualified firms for the contract maintenance, rehabilitation, repair, and repainting of water tanks and Chlorine vessels for the City of Chiefland. It is the intent of the RFP to determine the lowest responsible and responsive proposal to which the owner could contract these services.

ITEMS TO BE ADDRESSED IN RFP

The details of this proposal shall include information on all of the following items. Additionally, each prospective contractor may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

A. Proposal shall include an information narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing professional service under this contract should be submitted. Principal involved should be listed along with the names and addresses of the individuals in charge for administration of the terms and conditions of the contract. A list of **all** Utility Systems in which tank management programs have been implemented shall be included as references. In each system, the name of the system, number of tanks, system's contact, and a phone number shall be included.

B. Proposal shall include the details of appropriate maintenance, rehabilitate and renovation plan for each tank. This shall include but not be limited to, the evaluation of the tank and any of its appurtenances, need for painting and condition of the foundation. When applicable, method for handling and disposing of hazardous wastes shall be explained and the contractor will be responsible for the expense incurred.

C. Proposal shall describe the particular details on all structure or miscellaneous repairs necessary for each tank. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manhole covers, and gaskets and any other components of the tank or tower.

D. Proposal shall also specify the frequency and degree of the inspection and cleanout services the owner could expect under the terms of the management contract. Additionally, each prospective contractor should address the requirements to assume responsibility for all corrections and repairs the tank necessitated by acts of vandalism or through normal deterioration.

E. A detailed proposal shall also include the schedule and plans for the painting of each water tower. Details of the proposal should include surface preparation and specification of recommended coatings. All painting products and procedures shall meet or exceed the requirements of the American Water Works Association and the Steel Structures Painting Council as the surface preparation, coating, material, and disinfection. All materials and repairs will be approved by the assessment engineer. In addition, all aspects of OSHA, E.P.A., Department of Environment, Heath and Natural Resources will strictly be adhered to. A method for determining the scheduling for future repainting should be addressed for all tanks. Any permits, approvals, etc. required by the D.E.H.N.R. will be the responsibility of the successful contractor.

F. Each proposal must include the location of the offices that will service the management contract. Names and phone number of managers of the management program shall be listed. Due to the nature of the contract, if the bidder has had a change of ownership or principals within the past 2 years, a detailed recertification of insurance certificates and financial responsibilities and state corporation charters shall be included with proposal along with a complete financial statement for the corporation and owner of said corporations.

G. Each proposal must include a detailed contractor's insurance certificate. This insurance certificate should detail all levels of insurance that may be required to accept a contractual obligation.

H. The contract shall be for ten (10) years.

I. Each provider shall submit a formal document stating company policy on all safety procedures. Document procedures to include worker's protection, confined space, and general safety procedures. This document shall indicate that the owner shall be held harmless from any lack of performance on the part of the contractor that results in accidents or injuries as result of this work

J. Verification from the owner that the contractor visited the site will be required with the bid submittal.

K. Each proposal shall include the name, professional credentials (education, professional licenses, etc.) of the professional engineer who will be responsible for overseeing the work performance under the contract.

INSURANCE REQUIREMENTS

1. Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

2. Workman's Comprehension has to be compliance with State Statutory Standard.

3. Certificates of insurance shall state thirty (30) days written notice will be given to officials before the policy is canceled or changed. No Contractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall have the following minimum coverage:

   a) Bodily injury liability in the amount of Two Million Dollars ($2,000,000) for each person and Five Million Dollars ($5,000,000) for each accident, and property damage liability in the amount of Two Million Dollars ($2,000,000) for all damages arising out of the injury of destruction of property in any one accident and subject to that limit per accident of Five Million Dollars ($5,000,000) for all damages arising out of injury to persons or destruction of property during the policy period per project aggregate shall apply,

4. The Comprehensive Public Liability and Property Damage Policies carried by the Contractor shall contain an endorsement to include the coverage of the following hazards:

   a) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground such as wires, conduits, pipes, mins, sewers, etc., caused by the Contractor's operations.

   b) The collapse of and/or any structural injury to any building, structure, or property on or adjacent to the premises caused by the Contractor's operations in the removal of other building, structure, or supports, or by excavation below the surface of the ground.

   c) Contractual Liability Coverage for the "hold Harmless" segment of the Contract Documents.

   d) Due to the cost and nature of the proposal, a signed document shall be required stating that the Contractor has not Defaulted on bid, performance, or payment bonding in any state.

   e) The Contractor shall carry a minimum of Two Million Dollars ($2,000,000) Pollution Liability Insurance which will be in effect for a minimum of five (5) years following project completion.

f) Because the contractor is designing the maintenance schedule, the contractor shall carry a minimum of Two Million Dollars ($2,000,000) of professional liability insurance.

5. The Contractor shall maintain automobile public liability insurance to protect him for any and all claims arising from the use of the following:
   a) Contractor's own automobile and trucks;
   b) Hired automobiles and trucks, and
   c) Automobiles and trucks owed by subcontractors.

6. The aforementioned is to cover use of automobiles and trucks on and off premises in amounts not less than following:
   a) Bodily injury liability in the amount of Two Million Dollars ($2,000,000) for each person and Five Million Dollars ($5,000,000) for each accident, and property damage liability in the amount of Two Million Dollars ($2,000,000) for all damages arising out of any injury or destruction of property in any on accident and subject to that limit per accident a total (or aggregate) limit of Five Million Dollars ($5,000,000) for all damages arising out of injury to persons or destruction of property during the policy period.

EFFECTIVE DATE

The effective date of the Contract shall be October 1, 2017 upon the full execution of a contract.

TERM

The contract shall be for a period of Ten (10) years.

REQUEST FOR PROPOSALS
CITY OF CHIEFLAND

Maintence Management of Water Storage Tanks and Chlorine Vessels

RFP-SS-17-01

Sealed Request for Proposals will be accepted by the City of Chiefland at City Hall 214 East Park Avenue, Chiefland, FL 32626 until:

10:00 a.m. Thursday, May 11th, 2017

For the maintenance and management of Water Storage Tanks and Chlorine Vessel for the City of Chiefland, Levy County, Florida. Proposals will be publicly opened and recorded at 10:15 a.m., May 11th, 2017 at Chiefland City Hall.

All questions or requests for additional information must be addressed to Seth Sache at (352) 493-6711 or e-mail: ssache@chieflandfla.com. Proposals shall not include conditions or exceptions. Questions and answers will be emailed to all interested proposers. **Deadline for questions is 12:00 p.m., Monday, May 8th, 2017.**

The City reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract in the best interest of the City. The services contract is subject to the funding agency's purchasing rules and regulations, except as otherwise set forth in this Request for Proposals.

Proposals shall be presented in a sealed envelope per instructions on the request for proposal. All information regarding opening date, description of proposal, and Request for Proposals ("RFP") number must be listed on the outside of the envelope.

PROPOSAL INSTRUCTIONS

1. Award of this Management of Water Tanks and Chlorine Vessels contract is governed by Section 4.04 of the City of Chiefland Purchasing Policy.

2. All proposals must be submitted on the Proposal Form provided herein and must be submitted in one (1) original and six (6) copies.

3. All proposers must familiarize themselves with these instructions and the provision in this RFP. All provisions contained in the RFP are a part of the Proposal Instructions.

4. The proposal submitted by each proposer, shall become an integral part of the contract between the City and the Contractor, and representatives, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

5. Proposers will be required to furnish with their proposal, complete operational plans, which will conform to the schedules currently in place; the background of local management of the operation; a statement outlining the general conditions of employment, such as hours of work. In addition, each proposer is required to certify that they are a "Drug Free Workplace" and to furnish all other requested information for each attached exhibit.

6. The proposer shall provide the City a copy of their previous year's financial statement signed by the individual firm or corporation, and signed by a Certified Public Accountant. The proposer understands that the City may require the financial statement to be verified by a Certified Public Accountant audit within fifteen (15) days of the proposal. Failure of the proposer to provide such evidence of verification shall be deemed a noncompliance with the proposal specifications.

7. Each proposer shall submit a list of 3 current municipal references and 3 prior municipal business references with which they have provided this service for during the past three (3) years. The list shall contain the name of the company, and the appropriate contact person along with their contact information, i.e. phone number, fax number, address, and e-mail.

8. The proposer shall submit their certification of proposal along with the disbarred vendor's affidavit providing the information required by FSS 287.133(3) (a), in the form attached hereto.

9. Proposal must be sealed and clearly labeled with the following: **City of Chiefland Proposal # RFP-SS-17-01**. Proposal may be hand delivered or mailed to City Hall 214 East Park Avenue, Chiefland, FL 32626. Any proposal received after the date and hour specified will be rejected and returned to the proposer. Email or fax proposal submissions will NOT be accepted.

10. Proposals will be publicly opened and recorded at **10:15 a.m. May 11th, 2017** at Chiefland City Hall 214 East Park Avenue Chiefland, FL 32626. Proposers are not required to be present for the proposal opening. **In accordance with FSS 119.071(1)(b) sealed proposals pursuant to this competitive solicitation are exempt from public inspection and copying until such time as the City of Chiefland provides notice of an intended decision or until 30 days after opening the proposal, whichever is earlier.**

11. After review of the proposals the City Manager serving as the Purchasing Officer will conduct a comparison of all compliant proposals received including a written summary of the proposals. The City Commission will publicly rank the compliant proposals and award the Maintance Management of the Water Tanks and Chlorine Vessels contract to the lowest responsible and responsive company whose proposal meets the requirements set forth in the invitation to bid.

12. The City Commission shall consider the following evaluation factors in addition to the price/rates proposed:

    (A) The ability, capacity, skill, and workmanship of the proposer to perform the contract.

    (B) Whether the proposer can perform the contract within the time specified, without delay or interference.

    (C) The character, integrity, reputation, judgment, experience, and efficiency of the proposer.

    (D) Performance of contracts with the City of Chiefland and with other local governmental entities.

    (E) Proposers previous and existing compliance with laws and ordinances relating to the contract.

    (F) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.

(G) Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.

13. It is understood that each proposal submitted shall be open for acceptance for a period of (60) sixty days, following the date of the proposal opening. The proposal accepted for award shall be incorporated as part of the final contract document. The proposer shall have no enforceable right until the City Commission issues a Notice of Intent to award

14. The City of Chiefland reserves the right: (i) to accept or reject any or all proposals or parts of proposals; (ii) to waive irregularities; (iii) to accept any proposal which best serves the interest of the City; (iv) to terminate this RFP process and advertise for new proposals; or (v) to terminate this RFP process and award the anticipated contract by any other process that the City Commission deems appropriate. Neither this Request for Proposals, nor any response to this Request, shall create a property right in any interested party, proposer or any other person, prior to the time that a final written contract is approved and executed by the City.

SCOPE OF WORK

Each proposal shall address all of the information outlined herein. Additionally, each prospective contractor may include such other information as they deem pertinent to the proper evaluation of their proposal. Bound typewritten proposals shall be submitted.

1. It's the responsibility of each prospective contractor interested in the proposal to inspect each of the tanks prior to the submission of their bid proposal. The inspector must be either an SSPC Coating Specialist or have a BS in Civil Engineering. Inspection of tanks may be made by contacting **Shane Keene, Water and Facilities Manager (352-493-6789)**. Seven day notice for inspection is required.

2. Each contractor is responsible for testing the current materials in place on each tank for hazardous content. All work must comply with OSHA regulatory standards, including, OSHA Confined Space Entry, A.W.W.A., N.S.F., and other federal, state, and local regulatory standards. Proposals will be considered, and should be written to provide the contracted maintenance for all of the following tanks and vessels:

Water Tanks

a) Well #1 - 50,000 gallon 14 NE 1st Street Elevated Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

b) Well #2 - 100,000 gallon 100 NE 8th Street Elevated Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

c) Well #3 - 200,000 gallon 1500 NW Avenue Pedosphere Water Storage Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank.

Chlorine Vessels

a) 10,000 Well #1 14 NE 1st Street Pressure Vessel with Tank – Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

b) 15,000 Pressure Vessel- Well #3 926 NW 4th drive – Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

c) 15,000 Pressure Vessel- Well #4 920 NW 4th drive– Inspect, maintenance, rehabilitate, repair, and repaint tank and vessel.

PURPOSE

The City of Chiefland, Florida is soliciting proposals from qualified firms for the contract maintenance, rehabilitation, repair, and repainting of water tanks and Chlorine vessels for the City of Chiefland. It is the intent of the RFP to determine the lowest responsible and responsive proposal to which the owner could contract these services.

ITEMS TO BE ADDRESSED IN RFP

The details of this proposal shall include information on all of the following items. Additionally, each prospective contractor may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

A. Proposal shall include an information narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing professional service under this contract should be submitted. Principal involved should be listed along with the names and addresses of the individuals in charge for administration of the terms and conditions of the contract. A list of **all** Utility Systems in which tank management programs have been implemented shall be included as references. In each system, the name of the system, number of tanks, system's contact, and a phone number shall be included.

B. Proposal shall include the details of appropriate maintenance, rehabilitate and renovation plan for each tank. This shall include but not be limited to, the evaluation of the tank and any of its appurtenances, need for painting and condition of the foundation. When applicable, method for handling and disposing of hazardous wastes shall be explained and the contractor will be responsible for the expense incurred.

C. Proposal shall describe the particular details on all structure or miscellaneous repairs necessary for each tank. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manhole covers, and gaskets and any other components of the tank or tower.

D. Proposal shall also specify the frequency and degree of the inspection and cleanout services the owner could expect under the terms of the management contract. Additionally, each prospective contractor should address the requirements to assume responsibility for all corrections and repairs the tank necessitated by acts of vandalism or through normal deterioration.

E. A detailed proposal shall also include the schedule and plans for the painting of each water tower. Details of the proposal should include surface preparation and specification of recommended coatings. All painting products and procedures shall meet or exceed the requirements of the American Water Works Association and the Steel Structures Painting Council as the surface preparation, coating, material, and disinfection. All materials and repairs will be approved by the assessment engineer. In addition, all aspects of OSHA, E.P.A., Department of Environment, Heath and Natural Resources will strictly be adhered to. A method for determining the scheduling for future repainting should be addressed for all tanks. Any permits, approvals, etc. required by the D.E.H.N.R. will be the responsibility of the successful contractor.

F. Each proposal must include the location of the offices that will service the management contract. Names and phone number of managers of the management program shall be listed. Due to the nature of the contract, if the bidder has had a change of ownership or principals within the past 2 years, a detailed recertification of insurance certificates and financial responsibilities and state corporation charters shall be included with proposal along with a complete financial statement for the corporation and owner of said corporations.

G. Each proposal must include a detailed contractor's insurance certificate. This insurance certificate should detail all levels of insurance that may be required to accept a contractual obligation.

H. The contract shall be for ten (10) years.

I. Each provider shall submit a formal document stating company policy on all safety procedures. Document procedures to include worker's protection, confined space, and general safety procedures. This document shall indicate that the owner shall be held harmless from any lack of performance on the part of the contractor that results in accidents or injuries as result of this work

J. Verification from the owner that the contractor visited the site will be required with the bid submittal.

K. Each proposal shall include the name, professional credentials (education, professional licenses, etc.) of the professional engineer who will be responsible for overseeing the work performance under the contract.

INSURANCE REQUIREMENTS

1. Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

2. Workman's Comprehension has to be compliance with State Statutory Standard.

3. Certificates of insurance shall state thirty (30) days written notice will be given to officials before the policy is canceled or changed. No Contractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall have the following minimum coverage:

    a) Bodily injury liability in the amount of Two Million Dollars ($2,000,000) for each person and Five Million Dollars ($5,000,000) for each accident, and property damage liability in the amount of Two Million Dollars ($2,000,000) for all damages arising out of the injury of destruction of property in any one accident and subject to that limit per accident of Five Million Dollars ($5,000,000) for all damages arising out of injury to persons or destruction of property during the policy period per project aggregate shall apply,

4. The Comprehensive Public Liability and Property Damage Policies carried by the Contractor shall contain an endorsement to include the coverage of the following hazards:

    a) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground such as wires, conduits, pipes, mins, sewers, etc., caused by the Contractor's operations.

    b) The collapse of and/or any structural injury to any building, structure, or property on or adjacent to the premises caused by the Contractor's operations in the removal of other building, structure, or supports, or by excavation below the surface of the ground.

    c) Contractual Liability Coverage for the "hold Harmless" segment of the Contract Documents.

    d) Due to the cost and nature of the proposal, a signed document shall be required stating that the Contractor has not Defaulted on bid, performance, or payment bonding in any state.

    e) The Contractor shall carry a minimum of Two Million Dollars ($2,000,000) Pollution Liability Insurance which will be in effect for a minimum of five (5) years following project completion.

f) Because the contractor is designing the maintenance schedule, the contractor shall carry a minimum of Two Million Dollars ($2,000,000) of professional liability insurance.

5. The Contractor shall maintain automobile public liability insurance to protect him for any and all claims arising from the use of the following:
   a) Contractor's own automobile and trucks;
   b) Hired automobiles and trucks, and
   c) Automobiles and trucks owed by subcontractors.

6. The aforementioned is to cover use of automobiles and trucks on and off premises in amounts not less than following:
   a) Bodily injury liability in the amount of Two Million Dollars ($2,000,000) for each person and Five Million Dollars ($5,000,000) for each accident, and property damage liability in the amount of Two Million Dollars ($2,000,000) for all damages arising out of any injury or destruction of property in any on accident and subject to that limit per accident a total (or aggregate) limit of Five Million Dollars ($5,000,000) for all damages arising out of injury to persons or destruction of property during the policy period.

EFFECTIVE DATE

The effective date of the Contract shall be October 1, 2017 upon the full execution of a contract.

TERM

The contract shall be for a period of Ten (10) years.

PROPOSING COMPANY NAME AND ADDRESS

Company Name: _____
Company Address: _____

PROPOSAL SHEET

All Rates Expressed as Annually

Pricing sheet submission for all water towers and chlorine vessel management for a Ten (10) year contract.

	Cost for all tanks and chlorine vessels
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Year 6	$
Year 7	$
Year 8	$
Year 9	$
Year 10	$
Cost of total 10 years	$

Annual Work Schedule Plan

The proposers schedule of work to be performed in a given year for each the tank and/or vessel.

Year 1

Year 2

Year 3

Year 4

Year 5

Year 6

Year 7

Year 8

Year 9

Year 10

EXHIBIT A

CERTIFICATION OF PROPOSAL

The undersigned person hereby warrants that he or she has carefully examined the City of Chiefland Request for Proposal RFP-SS-17-01 for Management of Water Towers and Chlorine Vessels, together with the proposed contract, and agrees to adhere to all stated terms and conditions of the proposal documents for the cost proposed. The undersigned also agrees that the proposal provided shall be good for a term of not less than 60 days from the date of the proposal opening.

Name: _____

Job Title: _____

Business Mailing Address: _____

_____

Telephone and Fax #: _____

E-Mail: _____

Signature: _____

Date: _____

EXHIBIT B

AFFIDAVIT REGARDING PUBLIC ENTITY CRIMES

Pursuant to section 287.133 of the Florida State Statutes, I hereby certify that I have not been convicted of a public entity crime. I also certify that neither my name nor the name of my business appears on any convicted vendors list, nor does my business or I appear on any list of publicly disbarred vendors.

I also certify that I am not an affiliate of any person or business that has been convicted of a public entity crime; or business that appears on a list of publicly disbarred vendors.

Name: _____

Title: _____

Address: _____

Telephone and Fax #: _____

E-Mail: _____

Signature: _____

Date: _____

Printed Name of Notary: _____

Signature of Notary: _____

Notary Commission Expires: _____

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Suez Advanced Solutions

1.	Total 10 Year Cost	(0-50 points) 50
2.	The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points) 3
3.	The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points) 3
4.	The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points) 3
5.	Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points) 3
6.	Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points) 3
7.	The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points) 3
8.	Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points) 3

Ranking City Commissioner: Betty J Walker Date: 5/26/2017

Total Points 71 ✓
(100 Points Possible)

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Southern Corrosion Engineering Tank Care

1.	Total 10 Year Cost	(0-50 points) 45
2.	The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points) 5
3.	The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points) 6
4.	The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points) 5
5.	Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points) 4
6.	Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points) 5
7.	The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points) 4
8.	Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points) 5

Ranking City Commissioner: _____ Date: 6/26/2017

Total Points (100 Points Possible) 74 ✓

Engineered Tank Care Proposal for City of Chiefland, FL

May 9, 2017

SOUTHERN CORROSION
ENGINEERED TANK CARE

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Suez Advanced Solutions

1. Total 10 Year Cost	(0-50 points)	50
2. The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points)	7
3. The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points)	9
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points)	8
5. Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points)	4
6. Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points)	5
7. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points)	5
8. Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points)	5

Ranking City Commissioner: Teresa A. Rowe Date: 6/26/17

Total Points (100 Points Possible) 93 ✓

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Southern Corrosion Inc

1. Total 10 Year Cost	(0-50 points)	45 MAB
2. The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points)	10
3. The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points)	10
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points)	8
5. Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points)	5
6. Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points)	5
7. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points)	5
8. Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points)	4

Ranking City Commissioner: _____ Date: 6/26/17

Total Points 92 ✓
(100 Points Possible)

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Southern Corrosion

1. Total 10 Year Cost	(0-50 points)	40
2. The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points)	7
3. The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points)	10
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points)	7
5. Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points)	4
6. Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points)	5
7. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points)	5
8. Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points)	4

Ranking City Commissioner: _____ Date: 5-26-17

Total Points 82 ✓
(100 Points Possible)

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Siez

1. Total 10 Year Cost	(0-50 points)	45
2. The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points)	5
3. The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points)	6
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points)	5
5. Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points)	4
6. Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points)	5
7. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points)	5
8. Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points)	3

Ranking City Commissioner: _____ Date: 5-26-17

Total Points 78 ✓
(100 Points Possible)

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Suez Advanced Solutions / Utility Service CO. Inc

1.	Total 10 Year Cost	(0-50 points) 40
2.	The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points) 4
3.	The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points) 5
4.	The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points) 4
5.	Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points) 4
6.	Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points) 3
7.	The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points) 4
8.	Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points) 4

Ranking City Commissioner: [signature] Date: 6/26/17

Total Points 68 ✓
(100 Points Possible)

Maintenance Management of Water Storage Tanks and Chlorine Vessels
RFP-SS-17-01 Ranking Sheet

Contractor/Proposer Southern Corrosion INC

1. Total 10 Year Cost	(0-50 points)	35
2. The ability, capacity, skill, workmanship of the proposer to perform the contract.	(0-10 points)	6
3. The proposer can perform the contract within the time specified, without delay or interference.	(0-10 points)	5
4. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.	(0-10 points)	6
5. Performance of contracts with the City of Chiefland and/or with other local governmental entities.	(0-5 points)	5
6. Proposer previous and existing compliance with laws and ordinances relating to the contract.	(0-5 points)	4
7. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.	(0-5 points)	5
8. Such other factors as appear to the City Commission to be pertinent to the proposal or the contract under all the circumstances involved, as determined by the City.	(0-5 points)	4

Ranking City Commissioner: _____ Date: 6/26/17

Total Points (100 Points Possible) 70 ✓

CITY OF CHIEFLAND

MAINTENANCE MANAGEMENT
OF WATER STORAGE TANKS AND CHLORINE VESSELS

SUMMARY OF PROPOSALS RFP-SS-17-01

1. The following proposals were received by the May 11, 2017 deadline and opened publicly same date:
   a. Southern Corrosion Engineered Tank Care
   b. Suez Advanced Solutions

2. Award of RFP-SS-17-01 is governed by Section 4.04 of the City of Chiefland Purchasing Policy, where price, not qualifications, is the basis for contract award. No criteria may be used in proposal evaluations that are not set forth in the request for proposals. The evaluation criteria/factors are sited on page 3 of the request for proposals.

3. Both companies submitted fully compliant proposals.

4. References were confirmed with positive responses for both companies.

5. Company Service Centers:
   Southern Corrosion: Roanoke Rapids, NC
   Suez Advanced Solutions: Perry, GA

6. Emergency repair service response time:
   Southern Corrosion: 24 hours
   Suez Advanced Solutions: 48 hours

7. Technical Renovation Process Differences: (SSPC standards attached)
   Interior
   *Southern Corrosion uses SSPC 10 for the all rusted/corrosion areas and SSPC 7 brush blast for remaining area
   *Suez uses SSPC 10 for the entire interior

   Exterior – Both use same standard SSPC 2-3

SURFACE PREPARATION STANDARDS

Your coatings supplier will always designate the degree of surface preparation required for the materials you are using. The basic standards for preparing metal substrates are a joint effort between the Society for Protective Coatings (SSPC) and the National Association of Corrosion Engineers International (NACE).

SSPC-SP1 Solvent Cleaning
Removal of all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam.

SSPC-SP2 Hand Tool Cleaning
Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by hand chipping, scraping, sanding, and wire brushing.

SSPC-SP3 Power Tool Cleaning
Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling.

SSPC-SP5 / NACE 1 White Metal Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter.

SSPC-SP6 / NACE 3 Commercial Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 66-2/3% of unit area, which shall be a square 3 in. x 3 in. (9 sq. in.). Light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating in less than 33-1/3% of the unit area is acceptable.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.

SSPC-SP10 / NACE 2 Near-White Blast Cleaning
When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.).

SSPC-SP11 Power Tool Cleaning to Bare Metal
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SURFACE PREPARATION STANDARDS

SSPC-SP12 / NACE 5 Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultra High- Pressure Water Jetting Prior to Recoating

This standard requires water jetting at high- or ultra high-pressure to prepare a surface for recoating using pressure above 10,000 psi. Water jetting will not produce a profile; rather, it exposes the original abrasive-blasted surface profile. Water jetting shall be performed to meet four conditions: WJ-1, WJ-2, WJ-3, and WJ-4, and a minimum acceptable surface shall have all loose rust, loose mill scale, and loose coatings uniformly removed.

SSPC-SP13 / NACE 6 Surface Preparation of Concrete

Provides requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.

SSPC-SP14 / NACE 8 Industrial Blast Cleaning

Removal of all visible oil, grease, dust and dirt, when viewed without magnification. Traces of tightly adherent mil scale, rust, and coating residues are permitted to remain on 10% of each unit area of the surface if they are evenly distributed. Shadows, streaks, and discoloration caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SURFACE PREPARATION STANDARDS

SURFACE PREPARATION BY SUBSTRATE

	Iron or Steel	Galvanized	Aluminum	Pre-Finished Metals	Stainless Steel	Non-Ferrous Metals	Plastic – PVC/FRP	Concrete	Previously Painted Surfaces
SSPC-SP1 Solvent Cleaning	X	X	X	X	X	X		X	X
SSPC-SP2 Hand Tool Cleaning	X	X							
SSPC-SP3 Power Tool Cleaning	X	X						X	
SSPC-SP11 Power Tool Cleaning to Bare Metal	X								
SSPC-SP7/NACE 4 Brush-Off Blast Cleaning	X	X	X	X	X	X		X	X
SSPC-SP14/NACE 8 Industrial Blast Cleaning	X								
SSPC-SP6/NACE 3 Commercial Blast Cleaning	X								
SSPC-SP10/NACE 2 Near-White Blast Cleaning	X								
SSPC-SP5/NACE 1 White Metal Blast Cleaning	X								
SSPC-SP12/NACE 5 High- and Ultrahigh-Pressure Water Jetting Prior to Recoating	X			X			X	X	X
SSPC-SP13/NACE 6 Surface Preparation of Concrete								X	

Concrete can also be cleaned and prepared using ASTM D 4260 (Acid Etch – Floors), ASTM D 4258 (Solvent Cleaning), ASTM D 3359 (To Check Adhesion), and ASTM D 4259 (To Abrade Concrete).

Table of Contents

Company History, Qualifications, References	1
Engineered Tank Care	2
Engineered Tank Care Proposal	3
Sample Certificate of Insurance	4
Safety	5



SOUTHERN CORROSION
ENGINEERED TANK CARE

The Southern Corrosion Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

Engineered Tank Care™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

Nobody cares for tanks like we do.

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis



Key Staff



Jim Skilton has been Southern Corrosion's President since 1989, and part of the company's management team for almost 30 years. He is a certified NACE Level 1 coatings inspector, and earned the designation of Protective Coatings Specialist from the Society for Protective Coatings (SSPC). Jim earned a Bachelor of Science in Business Administration from the University of Delaware and a Masters Degree in Business Administration from Campbell University. As part of his work, Jim teaches Engineered Tank Care™ seminars and continuing education classes.



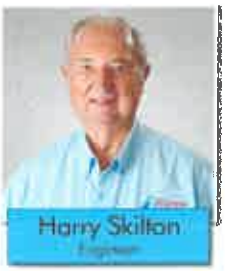
Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least 6 other complimentary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey, and his North Carolina based offices.



Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, painting and minor repairs. He has almost 30 years of experience in water tank maintenance, and has been Southern Corrosion's Manager of Operations since 2008.



David Van Domelen is a Michigan native with more than 20 years of experience in the water tank maintenance industry. He is a Michigan State University graduate who spent many years in Mississippi before joining the Southern Corrosion team in 2010.



Harry Skilton earned a Bachelor of Science in Civil Engineering from Drexel University, and is a Registered Professional Engineer in the states of New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Tennessee. He has extensive experience in the design, fabrication, and construction of steel tanks. Before becoming part of Southern Corrosion's engineering team, he worked for 10 years in the tank building industry and 41 years in the water tank maintenance industry.



Michael Douglas is a Professional Engineer licensed in Florida, Alabama, Georgia, South Carolina, North Carolina, Virginia, Maryland, Delaware, and Pennsylvania. He has extensive experience with public water supply systems and drinking water regulation. His previous work includes overseeing more than 600 water systems in 16 counties as a Regional Engineer. Michael is a North Carolina State University graduate with a Bachelor of Science degree in Civil Engineering.



Frederick Gryckiewicz, is a North Carolina licensed Professional Engineer. He is a graduate of the University of Connecticut with a Bachelor of Science in Engineering. Before joining the Southern Corrosion team, Mr. Gryckiewicz worked in engineering management for 30 years.

Office

Southern Corrosion, Inc.
738 Thelma Rd.
Roanoke Rapids, NC 27870
Phone: 800-828-0876
Fax: 252-535-3215
E-Mail: sci@tankcare.net
www.tankcare.net

SOUTHERN CORROSION
ENGINEERED TANK CARE

Engineered Tank Care Family Members



Town of Mount Olive, NC, 4 tanks, Deems Blanton, 919-738-1025
Brunswick County, NC, 8 tanks, Ronald Moore, 910-253-2655
Town of Warrenton, NC, 3 tanks, Bill Perkinson: 252-257-3315
Halifax County, NC, 9 tanks, Gwen Matthews: 252-583-1451
Town of Littleton, NC, 1 tank, Wanda Clark: 252-586-2709;
Town of Kure Beach, NC, 2 tanks, Sonny Becker: 910-458-8216
own of Ahoskie, NC, 2 tanks, Kirk Rogers: 252-287-7077
Town of Weldon, NC, 2 tanks, Jeff Elks, 252-536-3478
Town of Oak Island, NC, 4 tanks, David Kelly: 910-278-5011
West Carteret Water Corp, NC, 5 tanks, Lisa Smith-Perri: 252-393-1515
Town of Tabor City, NC, 2 tanks, Al Leonard, 910-653-3458
Town of Atlantic Beach, NC, 2 tanks, Marc Shulze, 252-726-1366



"Southern Corrosion knows more about tanks and tank maintenance than anyone."

Lowell Gunter
Training & Tech Assistance
North Carolina Rural Water Association

Wayne County Sanitary Districts, NC, 12 tanks, Joey Threewitts, 919-731-2310
Warren County, NC, 7 tanks, Macon Robertson, 252-257-1854
Town of Pennington Gap, VA, 2 tanks, Phil Hensley, 276-546-1177
City of Emporia, VA, 4 tanks, Tommy Delbridge, 434-634-2544
Town of Selma, NC, 4 tanks, Gerald Lanier, 919-965-2244
Amherst County, VA, 2 tanks, Dan French, 434-845-1605
Southern Wayne Sanitary District, NC, 4 tanks, Mike Garris, 919-731-2520
Town of Hillsborough, NC, 4 tanks, Ken Keel, 919-732-1270 extn. 75
Town of Norlina, NC, 1 tank, Blaine Reese, 252-456-3325
Town of Southport, NC, 1 tank Ralph Caldwell, 910-457-7936
Martin Co, NC, 4 tanks, Ed Warren, 252-799-7310
Town of Turkey, NC, 1 tank, Sarah White, 910-592-7273
Town of Wingate, NC, 1 tank, Dryw Blanchard, 704-233-4411
Hertford County, NC, 5 tanks, Mike Bradley, 252-358-7867
Town of Smithfield, NC, 3 tanks, Kenneth Griffin, 919-934-2798
Town of Lawrenceville, VA, 4 tanks, CJ Dean, 434-848-2414
Town of Beulaville, NC, 1 tank, Lori Williams, 910-298-4647
Cape Fear PUA, NC, 7 tanks, John Malone, 910-332-6643





Town of Williamston, NC, 5 tanks, Kerry Spivey, 252-792-1024
Town of Franklinton, NC, 2 tanks, Tammy Ray, 919-494-2218
Dickenson County, VA, 2 tanks, Ron Phillips, 276-835-1580
City of Clinton, NC, 6 tanks, Travis Anderson, 910-592-1961 or 910-214-5437
Bell Arthur Water Corp, NC, 5 Tanks, Ed House, 252-752-6252
Town of Bowling Green, VA, 4 tanks, Brock Taylor, 804-994-4054
Town of Liberty, NC, 3 tanks, Roger Davis, 336-622-4276
Town of Cameron, NC, 1 tank, Davis Reynolds, 910-245-3212
Southside Rural Water, SC, 1 tank, Brad Owen, 864-843-3440
Woodberry Forest School, VA, 3 tanks, Gene Lewis, 540-672-6053
Town of Pilot Mountain, NC, 3 tanks, Homer Dearman, 336-368-2247 ext,204
Camden County, NC, 2 tanks, David Cradle, 252-207-6874
Town of Pine Knoll Shores, NC, 2 tanks, Ernie Randolph, 252-247-4353
Town of Fairmont, NC, 2 tanks, Johnny Britt, 910-628-0064
Carteret County, NC, 2 tanks, Tony Cahoon, 252-728-6592
City of Winder, GA, 1 tank, Roger Wilhelm, 678-409-2313
Energy United Water, NC, 5 tanks, Rod Watts, 704-585-6518
River Ridge Assoc., VA, 1 tank, Cheryl Lilly, 434-636-5492
Town of Hurlock, MD, 1 tank, Eric Barnhart, 410-943-4181
Town of McKenney, VA, 1 tank, Winifred Coleman, 804-478-4621
Town of Seaboard, NC, 1 tank, Joe Barnes, 252-589-5061
Town of Lake Lure, NC, 1 tank, Tony Hennessee, 828-625-9983
Town of Castalia, NC, 1 tank, Angie Elliot, 252-459-3668
Boaz Water & Sewer Board, Boaz, AL, 9 tanks, Steve Clemmons, 256-593-4711
Town of Windsor, NC, 1 tank, William Coburn, 252-794-3121
Stokes County Schools, NC, 6 tanks, Ricky Goins, 336-591-4282
Town of Aurora, NC, 1 tank, Terry Groome, 252-322-5208
Village of Walnut Creek, NC, 1 tank, Louis Cook, 919-778-9687
Town of Boydton, VA, 1 tank, Rennie Parks, 434-738-6021
City Point Water, Plantersville, MS, 2 tanks, David Payne,662-321-6950
Town of Farmville, VA, 5 tanks, Bill Caldwell, 434-392-3331
Adams County, MS, 10 tanks, Ken Herring, 601-446-6616
Borough of Perkasie, PA, 1 tank, Nicholas Fretz, 215-257-3654
Magee's Creek Water, Tylertown, MS, 8 tanks, Travis Marbury, 601-303-7067
City of Folly Beach, SC, 2 tanks, Kevin Whitsett, 843-754-8223
City of Fulton, MS, 9 tanks, Paul Walker, 662-862-4929
City of Ecru, MS, 3 tanks, Gable Todd, 662-489-3881





"Southern Corrosion's instructors are knowledgeable, experienced, and teach an excellent course."

Ken Griffin
Director of Public Utilities
Smithfield, NC

Town of Lockhart, SC, 1 tank, Hugh Gregory, 864-251-4000
Washington County, MD, 2 tanks, Rocky Bishop, 240-313-2608
Brown's Creek Water Assoc., SC, 2 tanks, Jimmy Teaster, 864-545-2350
Town of Columbia, NC, 1 tank, Rhett White, 252-796-2781
Town of Greenevers, NC, 1 tank, Emma Brinson, 910-289-3078
City of Fayetteville, GA, 1 tank, Doug Gonsalves, 770-460-4674
City of Danville, VA, 10 tanks, Alan Johnson, 434-799-6473
Town of Jackson, SC, 3 tanks, Donnie Cooper, 803-295-1282
Town of Nettleton, MS, 3 tanks, Randy Parchman, 662-871-2300
Crab Orchard Utility District, TN, 9 tanks, Everett Bolin, 931-484-6987
Town of Saratoga, NC, 1 tank, Tommy Hawkins, 252-238-3487
Town of Spring City, TN, 2 tanks, Woody Evans, 423-365-6441
Town of Cape Charles, VA, 1 tank, David Fauber, 757-331-3259 x17
City of Verona, MS, 2 tanks, Bobby Williams 662-566-2211
Town of Harrellsville, NC, 1 tank, Dina White 252-356-4499
Amelia County, VA, 1 tank, Daryl Gough 804-561-4565
South Mills Water Association, NC, 4 tanks, Wayne Raper, 252-771-5620





Town of Hookerton, NC, 1 tank, Bobby Taylor 252-747-2201
Town of Jackson, NC, 1 tank, Jim Gossip 252-534-3811
Town of Wadesboro, NC, 1 tank, Hugh James 704-694-5171
Town of Kilmarnock, VA, 3 tanks, Tom Saunders, 804-435-1552, x 26
Town of Winton, NC, 1 tank, Carl Pierce, 252-358-9271
City of Mount Airy, NC, 4 tanks, Martin Semones, 336-786-3595
Goochland County, VA, 3 tanks, Todd Kilduff, 804-556-5836
Kerr Lake Regional Water, NC, 1 tank, Christy Lipscomb, 252-438-2141
City of Henderson, NC, 2 tanks, Frank Frazier, 252-431-6026
Town of Beaufort, NC, 2 tanks, Frank Sansome, 252-728-2130
City of Attalla, AL, 5 tanks, Jesse Costtello, 256-504-7368
City of Okolona, MS, 3 tanks, Harold Jolly, 662-447-5761
Town of Sharpsburg, NC, 2 tanks, Bo Smith, 252-446-7876
Town of Burkeville, VA, 1 tank, Harold Wagstaff, 434-767-4095
City of Riceboro, GA, 2 tanks, Bill Austin, 912-884-2986
Town of Exmore, VA, 1 tank, Robert Duer, 757-442-3114
Bladen County, NC, 7 tanks, Randy Gardner, 910-862-6996
Algoma Water Assoc., MS, 4 tanks, Ricky Jaggers, 662-419-1105
Town of Old Fort, NC, 4 tanks, Tony Webb, 828-668-4244
City of Richmond Hill, GA, 1 tank, Todd Neal, 912-237-8572



Town of Middletown, DE, 2 tanks, Morris Deputy, 302-378-9120
Highland Water Authority, AL, 6 tanks, Clayton Whitworth, 256-546-1751
Schwenksville Borough Authority, PA, 5 tanks, Ed Graf, 610-476-4548



City of Villa Rica, GA, 4 tanks, Steven Kenny, 770-459-8302
Chowan County, NC, 4 tanks, Nick Lolies, 252-482-7477
Potomac Heights, MD, 1 tank, William Corbin, 301-743-3031
Mountaintop Regional Water, PA, 1 tank, Chris Demyan, 814-360-6362
Lexie Water Association, MS, 5 tanks, Cathy Mitchell, 601-814-0998
Friendship Community Water, MS, 2 tanks, Jeff Brown, 601-810-0169
City of Milford, DE, 3 tanks, Brad Dennehy, 302-422-6616 ext 173
Town of Fremont, NC, 1 tank, Kerry McDuffie, 919-242-6113
James Madison's Mountpelier, VA, 2 tanks, Bill Bichell, 540-672-2728 ex 322
City of Mocksville, NC, 3 tanks, Jeff Bean, 336-751-2635
Mountain Water District, Pikeville, KY, 39 tanks, Grondal Potter, 506-631-9172
East Pike Water Assoc.,MS, 2 tanks, Jeff Brown, 601-810-0169
Town of Plantersville, MS, 2 tanks, Terry Roberts, 662-321-3775
Town of Falkner, MS, 15 tanks, Rodney Hillard, 662-882-3937
Town of Elm City, NC, 1 tank, Jonathan Russell, 252-236-4917
Union Utilities, NC, 1 tank, James Cannette, 252-358-1447
Town of Spencer, TN, 3 tanks, 3 tanks, Tim Conely, 931-235-7758
Town of Powellsville, NC, 1 tank, Tom Asbell, 252-332-5933
Town of Harkers Island, NC, 1 tank, James Nelson, 252-723-3118
Scientist Cliffs Assoc., MD, 1 tank, Steve Dean, 410-474-3050
City of Elizabeth City, NC, 3 tanks, Paul Fredette, 252-337-6628
Town of East Arcadia, NC, 1 tank, Willie Dixon, 910-655-4388
Falls Township, PA, 1 tank, David Busch, 215-946-6062 Ext. 104
Town of Robersonville, NC, 2 tanks, Elizabeth Jenkins, 252-508-0311
City of Ripley, MS, 7 tanks, Ricky Martin, 662-587-1058
Town of Laurel Park, NC, 8 tanks, Jim Ball, 828-693-4840
City of Lenoir, NC, 9 tanks, Radford Thomas, 828-757-2219
Town of Salem, SC, 2 tanks, Ryan Hardin, 864-944-2819
Town of Bowling Green, FL, 2 tanks, Jerry Conerly, 863-375-2255
Perquimans County, NC, 5 tanks, Frank Heath, 252-426-8484
City of Wauchula, FL, 2 tanks, Andy Maddox, 863-781-1976
Piedmont Triad Water, NC, 4 tanks, Gregory Flory, 336-498-5510





"Southern Corrosion is great to work with and does a great job."

Rusty Hayes
Water Department Superintendent
Craven County, NC

Town of Rocky Mount, VA, 7 tanks, Bob Deitrich, 540-483-5747

Northampton Co, NC, 15 tanks, Leneau Pope, 252-534-6341
Fairway Ridge Water Association, NC, 1 tank, Phillip Shepherd, 336-877-4716
East Pontotoc Water Association, MS, 3 tanks, Pistol Russell, 662-489-9638
Bertie County, NC, 8 tanks, Ricky Spivey, 252-794-4427
Town of Norwood, NC, 2 tanks, Dwight Smith, 704-474-3416
Brunswick County, VA, 1 tank, Joan Moore, 434-848-0248
Town of Taylorsville, NC, 2 tanks, David Odom, 828-632-2218
Town of Dagsboro, DE, 1 tank, Stacey Long, 302-732-3777
Improve Water Association, MS, 2 tanks, Tony Thomas, 601-303-2156
Town of Felton, DE, 1 tank, Rebecca Greene, 302-284-9365
Town of Aulander, NC, 1 tank, Johnna Browne, 252-345-3541
Stoney Creek Sanitary District (VA), 3 tanks, Rodney McClain, 540-459-7491
Toms Brook Sanitary District (VA), 2 tanks, Rodney McClain, 540-459-7491
Borough of Saxton, PA, 1 tank, Jamie Foster, 814-635-2363
Valley Public Service Authority (SC), 6 tanks, Calvin Smith, 803-593-2053
Town of Marshville, NC, 1 tank, Bivens Steel, 704-624-2515
Town of Mize, MS, 1 tank, Pam Holder, 601-733-2221
Barrow County, GA, 3 tanks, Clint Cannon, 770-307-3014
City of Burgin, KY, 1 tank, George Hensley, 859-748-5220
Nash County, NC, 3 tanks, Derek Hawkes, 252-462-2613
Halifax County, VA, 7 tanks, Mark Estes, 434-575-4240
City of Olive Branch, MS, 16 tanks, Scott Phillips, 662-892-9200



"We are quite pleased with how quickly Southern Corrosion responds."

Macon Robertson
Director of Public Utilities
Warren County, NC

City of Lancaster, SC, 3 tanks, Jerry Crockett, 803-285-9431
City of Graham, NC, 1 tank, Victor Quick, 336-570-6721
Town of Green Level, NC, 1 tank, Daniel Gerald, 336-578-3443
Leslie, GA, 1 tank, Jessie Rees, 229-874-1259
Benedictine School, MD, 1 tank, Scott Evans, 410-634-2112
Southwest Virginia Regional Jail, VA, 1 tank, Jason Tuggle, 276-739-3520 Ext. 1018
Town of Wakefield, VA, 1 tank, C. Winston Britt, 757-899-2361
Town of Berlin, MD, 1 tank, Jane Kreiter, 410-641-4001
Town of Warsaw, NC, 2 tanks, Shawn Condon, 910-293-7814
Town of Middlesex, NC, 1 tank, Luther Lewis, 252-235-5761
Town of Chase City, VA, 2 tanks, Jeff Gurley, 434-372-5136
Borough of Chambersburg, PA, 1 tank, Travis Amsley, 717-264-5151
Town of Falcon, NC, 1 tank, Clifton Turpin, Jr., 910-980-1355
City of Rocky Mount, NC, 12 tanks, Jonathan Boone, 252-972-1299
Town of Ridgley, MD, 1 tank, David Crist, 410-634-2177
City of Homestead, FL, 3 tanks, Rene' Martinez, 305-224-4786

Town of Secretary, MD, 1 tank, BJ Gullion, III, 443-786-4050
Green Pond Water, AL, 3 tanks, Clint Murphy, 205-938-9367
Marlboro Water Company, SC, 3 tanks, Bobby Brock, 843-479-8988
Town of Fair Bluff, NC, 2 tanks, Al Leonard, 910-653-3458
Franklintown Water Authority, PA, 1 tank, Richard Blouch, 717-432-4047
Immokalee Water, FL, 3 tanks, Eva Deyo, 239-658-3630
Bethany Beach, DE, 1 tank, Ron Foreman, 302-537-0851
Williamsport, MD, 1 tank, Donny Stotelmyer, 301-223-7711
Trappe, MD, 1 tank, Steve Callahan, 410-443-0087
Three Forks Water Association, MS, 2 tanks, Larry Dollar, 662-223-5939
Vance County, NC, 2 tanks, Heather Adams, 252-236-5710
Downington Municipal Water Authority, PA, 2 tanks, David Busch, 610-269-5362
Upson County, GA, 1 tank, Dwight Smith, 706-647-3513
Town of Frederica, DE, 1 tank, Dustan Russum, 302-335-5417
Holly Springs, MS, 4 tanks, Clayton Moore, 662-252-9976
Town of Denton, MD, 4 tanks, Mark Chandler, 410-479-5446

Engineered Tank Care Service

Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service .

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled upto 60 days prior to the renewal date for the next year's service.

The service premium quoted covers:

1) Emergency Service
2) Regularly scheduled interior washouts when applicable.
3) All interior & exterior cleaning, painting, and repairs.
4) Maintenance and upkeep of the tank.
5) Planning & budgeting for both short-term & long-term maintenance needs.

Insurance

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. **For you further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost.** Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

Visual and Washout Inspections

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gages, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the **rate of deterioration of the coating system**, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

Corrosion Protection & Painting

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

Repairs

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

Emergency Response

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

Aesthetics

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement, or can be added to the service.

Safety

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

Graffiti

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.

Future Antenna Installation

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

Existing Conditions

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

Electrical and Antenna Transmission Hazards

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

City of Chiefland

~ The Gem of the Suwannee Valley ~

Betty J. Walker	Chris Jones	Teresa Barron	Rollin Hudson	Donald Lawrence
Mayor	*Vice Mayor*	*Commissioner*	*Commissioner*	*Commissioner*

Confirmation of Inspection

On the date of May 4, 2017 the company Southern Corrosion Inc. came and inspected the tanks and Chlorine vessels for RFP-SS-17-01. The City of Chiefland Water and Facilities Manager Shane Keene accompanied Southern Corrosion Inc. personal in the inspection process.

X Shane Keene

Shane Keene
Water and Facilities Manager City of Chiefland

214 East Park Avenue, Chiefland, Florida 32626 * (352) 493-6711 * Facsimile (352) 493-6714 * cityhall@chieflandfla.com

PROPOSING COMPANY NAME AND ADDRESS

Company Name: SOUTHERN CORROSION INC
Company Address: 738 THELMA ROAD, ROANOKE RAPIDS, NC 27870

PROPOSAL SHEET

All Rates Expressed as Annually

Pricing sheet submission for all water towers and chlorine vessel management for a Ten (10) year contract.

	Cost for all tanks and chlorine vessels
Year 1	$ 33,423
Year 2	$ 33,423
Year 3	$ 33,423
Year 4	$ 33,423
Year 5	$ 33,423
Year 6	$ 33,423
Year 7	$ 33,423
Year 8	$ 33,423
Year 9	$ 33,423
Year 10	$ 33,423
Cost of total 10 years	$ 334,230

Annual Work Schedule Plan

The proposers schedule of work to be performed in a given year for each the tank and/or vessel.

Year 1 SEE ATTACHED "WATER TANK MANAGEMENT SCHEDULE"

Year 2

Year 3

Year 4

Year 5

Year 6

Year 7

Year 8

Year 9

Year 10



EXHIBIT A

CERTIFICATION OF PROPOSAL

The undersigned person hereby warrants that he or she has carefully examined the City of Chiefland Request for Proposal RFP-SS-17-01 for Management of Water Towers and Chlorine Vessels, together with the proposed contract, and agrees to adhere to all stated terms and conditions of the proposal documents for the cost proposed. The undersigned also agrees that the proposal provided shall be good for a term of not less than 60 days from the date of the proposal opening.

Name: James A. Skilton

Job Title: President

Business Mailing Address: 738 Thelma Road
Roanoke Rapids, NC 27870

Telephone and Fax #: (t) 252-535-1777, (f) 252-535-3215

E-Mail: sci@tankcare.net

Signature: [signature]

Date: 5/9/2017

EXHIBIT B

AFFIDAVIT REGARDING PUBLIC ENTITY CRIMES

Pursuant to section 287.133 of the Florida State Statutes, I hereby certify that I have not been convicted of a public entity crime. I also certify that neither my name nor the name of my business appears on any convicted vendors list, nor does my business or I appear on any list of publicly disbarred vendors.

I also certify that I am not an affiliate of any person or business that has been convicted of a public entity crime; or business that appears on a list of publicly disbarred vendors.

Name: JAMES A. SKILTON

Title: PRESIDENT

Address: 738 Thelma Road, Roanoke Rapids, NC 27870

Telephone and Fax #: (t) 252-535-1777, (f) 252-535-3215

E-Mail: sci@tankcare.net

Signature: [signature]

Date: 5/9/2017

Michelle L. Fennell
Notary Public
Halifax County, N.C.

Printed Name of Notary: Michelle L Fennell

Signature of Notary: [signature]

Notary Commission Expires: October 20, 2018

14

Southern Corrosion, Inc.

Financial Statements

For the Year Ended December 31, 2015

December 31, 2016
Statement is still in
process and has not
been generated.

James A. Skelton, President

Possession of this report, or a copy thereof, does not carry with it the right of reproduction or publication without my written consent, and in any event, only in its entirety.

Linda M. Avena
Certified Public Accountant
Professional Association

This Report Consists of 20 Pages

Southern Corrosion, Inc.
Financial Statements
Year Ended December 31, 2015

Contents	Pages
Accountant's Report	1
Balance Sheet	2 - 3
Statement of Income	4 - 5
Statement of Retained Earnings	6
Statement of Cash Flows	7
Notes to Financial Statements	8 – 13
Supplementary Information	
Accountant's Supplementary Report	14
Schedule of Uncompleted Contracts	15 - 18
Schedule of Completed Contracts-Unbilled	19
Schedule of Completed Contracts	20

LINDA M. AVENA
Certified Public Accountant
PROFESSIONAL ASSOCIATION
2581 E. CHESTNUT AVENUE, SUITE 8
VINELAND, NEW JERSEY 08361

MEMBER
AMERICAN INSTITUTE OF CPA'S
NEW JERSEY SOCIETY OF CPA'S

(856) 696-8000 • FAX (856) 794-1295

email: linda@avenacpa.com

MASTER OF SCIENCE IN TAXATION

Independent Accountant's Review Report

To the Stockholders
Southern Corrosion, Inc.
Roanoke Rapids, N.C.

I have reviewed the accompanying balance sheet of Southern Corrosion, Inc. (an S corporation) as of December 31, 2015, and the related statements of income, retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management of Southern Corrosion, Inc. is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principals generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principals generally accepted in the United States of America.

Linda M Avena, CPA, PA

Linda M. Avena, CPA, PA

March 14, 2016

Southern Corrosion, Inc.
Balance Sheet
December 31, 2015

Assets

Current Assets		
Cash	$1,179,957.47	
Accounts Receivable	1,196,991.64	
Cost in Excess of Billings on Uncompleted and Uncompleted Contracts	2,339,919.59	
Cost in Excess of Billings on Completed Contracts-Unbilled	170,890.14	
Inventories	19,785.60	
Other Current Assets	196,772.12	
Total Current Assets		$5,104,316.56
Property and Equipment		
Property and Equipment	$3,421,374.77	
Less: Accumulated Depreciation	(2,987,118.24)	
Net Property and Equipment		434,256.53
Other Assets		
Other Assets	$ 17,413.25	
Total Other Assets		17,413.25
Total Assets		$5,555,986.34

See Accompanying Notes and Independent Accountant's Review Report

Southern Corrosion, Inc.
Balance Sheet
December 31, 2015

Liabilities and Equity

Current Liabilities		
Billings in Excess of Costs on Uncompleted Contracts	2,407,727.47	
Unearned Revenues	2,332,875.95	
Current Portion of Long-Term Debt	32,930.36	
Other Current Liabilities	57,390.24	
Total Current Liabilities		$4,830,924.02
Long-Term Liabilities		
Long-Term Liabilities less Current Portion	$0.00	
Total Long-Term Liabilities		0.00
Total Liabilities		4,830,924.02
Stockholders' Equity		
Common Stock, no par value, 1,000 shares authorized, 156 shares issued and outstanding, no par value	$30,000.00	
Retained Earnings	700,362.32	
Treasury Stock, cost of 22 shares of common stock held by the company	(5,300.00)	
Total Equity		725,062.32
Total Liabilities & Equity		$ 5,555,986.34

See Accompanying Notes and Independent Accountant's Review Report

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT SCHEDULE

Date: May 9, 2017
Customer: City of Chiefland, FL
Tanks: 200,000 Gallon Pedisphere Water Storage Tank
100,000 Gallon Well #2 Elevated Water Storage Tank
50,000 Gallon Well #1 Elevated Water Storage Tank
10,000 Gallon Well #1 Water Storage Tank
15,000 Gallon Well #3 Water Storage Tank
15,000 Gallon Well #4 Water Storage Tank

Year 1 – 2017

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.
3) Repaint Exterior
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

Year 2 - 2018

200,000 Gallon Pedisphere Water Storage Tank

1) Visual inspection and repairs uncovered through inspection
2) Wash-out Interior:
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

100,000 Gallon Well #2 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 3 – 2019

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 4 - 2020

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 5 - 2021

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 6 - 2022

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of acrylic to all exterior surfaces applied at 2.0 to 3.0 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 7 – 2023

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Repaint Interior Wet**
   a. Abrasive blast all rusted areas to bare metal in accordance with SSPC surface preparation method #10, near white grade. All remaining interior surfaces will be abrasive blasted in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   c. Apply a stripe coat of epoxy that is NSF approved for contact with potable water to all interior weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces, applied at 4 to 5 mils dry film thickness.
   e. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   f. Disinfect the tank interior using AWWA Method #2, spray method.
   g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   h. Dispose of the abrasive blast debris in accordance with Federal, State, and Local regulations.
3) **Repaint Interior Dry**
   a. Pressure wash all interior dry surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of epoxy- mastic to all interior dry surfaces applied at 2.5 to 3.5 mils dry film thickness.
4) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.

c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.
e. Re-apply the tank logo as it currently appears.

100,000 Gallon Well #2 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank

1) Repaint Exterior

a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #4 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

Year 8 – 2024

200,000 Gallon Pedisphere Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

100,000 Gallon Well #2 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

50,000 Gallon Well #1 Elevated Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

10,000 Gallon Well #1 Water Storage Tank

1) Visual inspection and repairs uncovered through inspection

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 9 – 2025

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Wash-out & Touch-up Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   a. Spot prime coat all bare metal surfaces using an epoxy that is NSF approved for contact with potable water to all bare metal surfaces, applied at 6 to 8 mils dry film thickness.
   c. Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   d. Disinfect the tank interior using AWWA Method #2, spray method.

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

10,000 Gallon Well #1 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

15,000 Gallon Well #4 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

Year 10 – 2026

200,000 Gallon Pedisphere Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

100,000 Gallon Well #2 Elevated Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**

50,000 Gallon Well #1 Elevated Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of alkyd aluminum to all exterior surfaces applied at 1.0 to 1.5 mils dry film thickness.
   e. Re-apply the tank logo as it currently appears.

10,000 Gallon Well #1 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

1) **Visual inspection and repairs uncovered through inspection**
2) **Wash-out Interior:**
   a. Wash-out the tank interior to remove accumulated sediment using 4,000 psi pressure washers or higher.
   b. Disinfect the tank interior using AWWA Method #2, spray method.

15,000 Gallon Well #4 Water Storage Tank

1) **Repaint Exterior**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers.
   b. Clean all rusted surfaces to bare metal using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Abrade all clear coated areas.
   c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane to all exterior surfaces applied at 2.5 to 3.0 mils dry film thickness.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel

from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic.

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the entire ten years of the service is $33,423.00. This price is firm and will not be adjusted due to inflation.

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually. Premiums quoted are firm for 60 days.

SOUTH-5 OP ID: AJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Widerman & Company, Inc. 70 Tanner Street Haddonfield, NJ 08033 Miles Curtis Dumbleton	CONTACT NAME: Kim Rahman PHONE (A/C, No, Ext): 856-428-0939 FAX (A/C, No): 800-984-1247 E-MAIL ADDRESS: krahman@widerman.com
INSURED Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27870	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Ohio Security Insurance Co — 24082 INSURER B: American Interstate Ins Co INSURER C: Everest Indemnity Insurance Co INSURER D: Colony Insurance Co — 34118 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			EF4ML04012171	03/03/2017	03/03/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[X] Pollution			EF4ML04012171	03/03/2017	03/03/2018	MED EXP (Any one person)	$ 5,000
	[X] Professional - CM			EF4ML04012171	03/03/2017	03/03/2018	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			BAS55366158	03/03/2017	03/03/2018	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			EF4CU00464171	03/03/2017	03/03/2018	AGGREGATE	$ 4,000,000
	[ ] DED [X] RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A		AVWCNC2475072017	03/03/2017	03/03/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess of Evanston Excess Liability			EX0301257	03/03/2017	03/03/2018	Ea Occurr Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPL-1

"SAMPLE CERTIFICATE"
"SAMPLE CERTIFICATE"
"SAMPLE CERTIFICATE"
"SAMPLE CERTIFICATE" "SAMPLE"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SOUTHERN CORROSION
ENGINEERED TANK CARE

SAFETY POLICY

COMPANY SAFETY POLICY

This is to advise all parties concerned that we strongly adhere to the principle that accident prevention and industrial health are just as important to this organization as quality and production!

To that end, every reasonable effort will be made to provide and maintain a safety and healthy work place, safe equipment and proper materials.

Our safety rules and regulations were developed for the protection of our employees, suppliers and customers and we will insist on safe methods and practices at all time.

In addition, we will:

1: Adhere to all Federal, State and Local laws and regulations pertaining to safety and health in the construction industry.

2: Conduct all operations with good sense and safe practices commensurate with the varied conditions, locations and circumstances of our jobs.

3: Exercise good judgment in the application of this policy.

4. Protect members of the public as applicable.

It is a condition of employment with our company that all employees adhere faithfully to the requirements of our safety policy and rules.

Furthermore, all subcontracts, service contracts and purchase orders issued contain the requirements of our safety policy, rules and procedures. We will make every effort to ensure that other parties' activities pose no danger to our employees. However, all employees are asked to report immediately any such hazardous activities or conditions to their supervisor.

All supervisory personnel have the full support of management to carry out the provisions of our safety policy and are expected to do so.

The owner shall be held harmless from any lack of performance on the part of the contractor that results in accidents or injuries as result of this work.

If we all work together as a team - we can all work safely!

_____ President

SAFETY POLICY
DELEGATION OF RESPONSIBILITIES

To ensure that the company's safety policy is carried out, the following assignments of responsibility are made. **Please note that these individuals have the full support of management in the performance of their duties.**

MANAGEMENT

1: Establish rules and programs designed to promote safety and make these rules and programs known to all employees.

2: Make available the necessary training for employees to perform their jobs safely.

3: Provide protective equipment as applicable.

4: Impress upon everyone the responsibility and accountability of each individual to maintain a safe work place.

5: Record all instances of violations and investigate all accidents.

6: Discipline any employee including management willfully disregarding this safety policy.

7: Require all subcontractors and material suppliers to follow safety rules.

8: Encourage all contractors to work safely.

9: Appoint a Safety Office (reporting directly to management) with enforcement authority over safety matters.

10: Conduct periodic safety inspections of all jobs in progress.

11: Provide necessary funds to carry out the program.

SAFETY OFFICER

1: Responsible for overall company safety and health performance.

2: Make available safety materials for safety meetings, posters as required by Federal, State and local agencies and first aid equipment.

3: Review and investigate all serious accident with the appropriate personnel and take appropriate measures to prevent further occurrences.

4: Be familiar with all laws and regulations pertaining to safety and ensure the company is in compliance.

5: Monitor safety activities of other contractors if below standards and posing a threat to the overall safety performance of the project.

6: Be present, if possible, for all safety and health inspections, surveys and consultations performed by Federal, State and local authorities.

7: As circumstances dictate, develop additional safety and health rules, policies and procedures.

JOB FOREMAN/SUPERINTENDENT

1: Carry out safety program at the work level.

2: Be aware of all safety requirements and safe working practices.

3: Plan work activities with adherence to safe working practices in mind.

4: Instruct new employees and existing employees performing new tasks in safe working practices and provide their crew with continuing instruction on safety requirements, including conducting tool box talks.

5: Install and maintain devices to protect the public from company operations.

6: Make sure protective equipment is available and used.

7: Make sure all work is performed in a safe matter and no unsafe conditions or equipment are present.

8: Act without delay to correct all hazards including unsafe acts and conditions which are within the scope of the position.

9: Secure prompt medical attention for any injured employee.

10: Report all injuries and safety violations.

11: Ensure all violations are corrected.

WORKERS

1: Work safety in such a manner as to ensure own safety as well as that of co-workers and others.

2: Request help when unsure how to perform any task safely.

3: Correct unsafe acts or conditions within the scope of immediate work.

4: Report any uncollected unsafe acts or conditions to supervision.

5: Report for work in good mental and physical conditions to safely carry out assigned duties.

6: Avail themselves of company and industry sponsored safety programs.

7: Use and maintain all provided safety devices.

8: Maintain and properly use all tools.

9: Follow all safety rules.

10: Provide fellow employees help with safety requirements.

11: Ask immediate supervisor if there are any questions concerning procedures or hazardous materials.

ALL PERSONNEL

1: Strive to make all operations safe.

2: Maintain mental and physical health conductive to working safety.

3: Keep all work areas clean and free of debris.

4: Assess result of their actions on the entire work place. Work will not be performed in ways that cause hazards for others.

5: Replace or repair safety precautions removed or altered before leaving work areas. Unsafe conditions will not be left to imperil others.

6: Abide by the safety rules and regulations of owner on their sites.

7: Work in strict conformance with OSHA regulations.

SUBCONTRACTORS/SUPPLIERS

1: Abide by all of the safety rules of the owner and other contractors.

2: Notify all other contractors when actions or activities undertaken by them could affect the health or safety of employees of other companies.

3: Check in with job site supervision before entering job site.

4: Inform controlling contractor of all injuries to workers.

5: Report to controlling contractor of any unsafe conditions that come to their attention.

OTHER PEOPLE/VISITORS

1: Abide by safety rules.

2: Check with the proper person so that protective equipment can be provided.

3: Refrain from entering construction area without contacting proper party.

GENERAL SAFETY REGULATIONS

1. Follow instructions: don't take chances: if you don't know, ask.
2. Correct or report unsafe conditions.
3. Help keep everything clean and orderly.
4. Observe and obey all warning signs.
5. Unauthorized personnel are not permitted on the job site.
6. No employee is permitted to work before or after regular working hours without supervision.
7. Ascent or decent of structures may be made only by way of ladders, stairways or other means provided for this purpose.
8. Report all injuries: get first aid promptly!
9. Fighting or horseplay will not be tolerated.
10. The use or possession of non-prescription drugs or intoxicants is prohibited.
11. No firearms or other weapons are permitted on the job site.
12. Use the right tools and equipment for the job: use them safely.
13. Avoid walking or working under a suspended load or hoisting operation.
14. Use, adjust, and repair equipment only when authorized.
15. Use prescribed protective equipment; wear safe clothing; keep them in good condition.
16. Observe **NO SMOKING** rules.
17. Flammable liquids are to be kept in approved containers and stored in designated places.
18. Only authorized personnel are permitted to make electrical repairs.
19. Fire protection equipment is to be used for fire fighting purposed only. Never obstruct fire fighting equipment.
20. **ALL INJURIES,** no matter how slight, must be reported **IMMEDIATELY** to your foreman.

SAFETY RULES AND REGULATIONS

DRINKING WATER

1. A covered container adequately supplied on every job.

2. Each container with a tap.

3. No single cup, no dipping in the container.

TOILETS

1. Accessibility to one for each 20 men for temporary field condition.

2. In remote areas with no available facilities, rent a portable toilet.

NOISE

1. Sandblast hood that restrict noise or ear protective muff type equipment shall be used when sandblasting or beating on the inside of steel tanks.

VENTILATION

1. Explosion proof fans must be used.

2. Bureau of Mines approved dust mask must be used during sandblasting. (BM 21-97)

3. Bureau of Mines approved respirators for organic fumes must be used during all painting. (BM 2304)

4. Fresh air fed hoods may also be used in addition to either of the above respirators.

PERSONAL EQUIPMENT (minimal)

1. Hard hats worn on all jobs at all times.

2. Safety harnesses with 3/4" x 6' lifelines on all high work.

3. Safety glasses are required on all jobs at all times.

4. Welding hoods worn when necessary.

5. Fresh air hoods worn by sandblaster.

6. Lifeline must be attached to a point of support above the work, capable of holding 5400 lbs. (breaking strength of 3/4" manila rope). Point of support may be moved as work progresses.

FIRE PROTECTION

1. **ALL DISMANTLING WORK**

A. Safety man with access to fire hose or extinguisher assigned to continually observe for fires.

B. Dry charge chemical cylinder on all jobs.

C. Water supply by customer, consult with customer prior to work.

2. GENERAL WELDING AND BURNING

A. Safety man assigned to examine all areas 30 minutes after all work (welding or burning) has ceased.

B. Tarp or protect areas susceptible to immediate fire.

3. NO SMOKING INSIDE ANY TANK DURING ANY PAINTING OPERATION.

4. No smoking signs must be posted at all flammable material storage areas.

5. During work on tank interiors, a fire extinguisher must be present at the entrance way of any confined space.

6. A fire extinguisher must be within 50' of a flammable material storage area and within 50' of a paint mixing area.

7. A fire extinguisher must be adjacent to any welding or cutting work area.

8. The charged status of all fire extinguishers must be checked weekly.

9. Keep all thinners and paints in manufactured cans and pails specifically made for this purpose, with lids or covers in place when not in use.

10. All used rags (used with thinner, solvent, or paint) shall be stored in empty metal containers without lids until the can can be removed from the job site.

11. Daily inspect for all types of fire hazards and remove them from site.

RIGGING

1. Supports for painting rigs and all lead lines shall be minimum 3/8" 6 x 19 F.C.I.P. steel cable.

2. Boatswain Chairs:

A. Rig to be minimum 2 parts 5/8" No. 1 Manila rope.

B. Chair to be 1" x 12" x 24" with wood cleats under each end and strung with 5/16" F.C.I.P. steel cable.

3. Two man scaffolds shall be 20" - 36" wide with steel supports, 2 x 4 guard rails and toe boards.

4. Plank scaffold shall be 2" x 10" x 10' with maximum span between supports at 8'.

5. Ladders must meet American National Standards Institute, a 14.2 or 14.3 1956 Safety Code and must be secured from sliding of moving after positioned.

6. Only Crosby Laughlin or Upson Walton shackles, cable clips, blocks, hooks, etc. shall be used.

POWER TOOLS

1. All hand tools must have guards.

2. Hoses may not be used to hoist anything.

3. Use only approved airless equipment with safety clips on guns. Ground all pumps and make no repairs to lines unless ground wires are properly spliced.

4. Maintain sandblast machines and hose in proper repair.

5. Tag all defective power tools with the following tag, "Danger - Do Not Use"

WELDING AND CUTTING

1. All hand tools must have guards.

2. Use safety check valves on all gas and oxygen lines.

3. Repair all hoses properly, no tape repairs. Keep weld lead properly insulated. Cover all breaks with friction tape temporarily.

4. Ground all welding machines.

5. **NO WELDING WITH ANY SOLVENT OR PAINT FUMES PRESENT.**

6. During storage, oxygen bottles must be stored at least 20' away from the nearest fuel bottle.

LIFTING

1. Use only accepted crane and hoist signals. ONE MAN SIGNALS.

2. **NO RIDING MATERIAL HOIST LINES.**

3. Operator must be familiar with hoisting capacity.

4. Ground hoist must be secured to dead man support.

ELECTRIC

1. Do not work within 10' of power lines. (includes rigging)

2. Have power lines turned off or booted if within marginal distance.

3. All electrical cords must be connected to a cord that includes a ground fault circuit interrupter.

4. All electric cords that have a frayed or damaged outer layer and/or inner conductors exposed will be immediately discarded and disposed of.

EQUIPMENT STORAGE & HOUSEKEEPING

1. Equipment must be stored in the trailer in such a way that stacked items cannot fall on someone walking in the trailer.

2. Equipment must be organized within the trailer to provide a clear walking space from front to rear of the trailer, free of all tripping hazards.

3. All equipment storage trailers must be equipped with either a ladder that extends 3' above the upper landing, or a stairs with handrails on all open sides. The stair rails must extend at least 3' above the upper landing surface and be capable of supporting at least 200 lbs. without failure. The stair treads must be able to withstand at least 300 lbs. without failure.

FIRST AID

1. Post on the door of the equipment trailer, the name, address, and phone number of the closest medical facility to the job site. If this location is more than 4 minutes away, then a company employee with current first aid and CPR training must be on site.

MISCELLANEOUS

1. All job sites must have an eye wash facility.

By signing this document, I certify that I have trained in these rules and regulations and will comply with them in my position as an employee of the company.

_____

(Employee Signature) (Date)

SAFETY RULES

"GETTING THE WORD OUT"

Safety rules can only be effective if they are known to everyone. The company's safety rules will be:

1: Posted in appropriate visible places.

2: Placed in salary envelopes.

3: The subject of safety meetings.

4: Told to new employees.

All employees must acknowledge receipt of their copy of the rules by signing the appropriate form.

Remember -- the most important part of a safety program is the individual. Without everyone's cooperation, the most stringent policy can be ineffective.

Protect yourself and your fellow workers by following the rules. Work safely so you can go home to your family -- they need you!

Don't take chances -- Safety First!

SAFETY RULE ENFORCEMENT

All rules must be enforced and obeyed by management and labor. The following are disciplinary actions invoked for safety rule violations:

1: A non-serious violation will result in a written warning to the employee. This will include the date and the nature of the safety violation. A copy will be given to the employee and one copy kept in the employee's personnel file.

2: A serious violation will result in immediate termination of employment. (Similar records will be maintained as in paragraph 1.)

Violation of any of the following items will subject the employee to automatic suspension subject to discharge:

1: Intoxication. (Coming to the job premises or trying to work while under the influence or in possession of intoxicating liquors or controlled substance.)

2: Fighting or provoking a fight.

3: Horseplay in any form - scuffling, pranks, wrestling, throwing material at others, etc.

Superintendents/job foremen are charged with the responsibility of enforcing the above regulations. They have the backing, support, and assistance of the Company.



SOUTHERN CORROSION

ENGINEERED TANK CARE

CONFINED SPACE ENTRY PROCEDURE

CONFINED SPACE STANDARD

1. Definitions

The following words and terms, when used in this policy shall have the following meaning, unless the context clearly indicates other wise.

"Attendant" means an individual with no other duties assigned to remain immediately outside the entrance to the confined space and who may render assistance as needed to employees inside the space.

"Blind" or "blinding" or "blanking" means the absolute closure of a pipe, line, or duct, to prevent passage of any material (e.g., by fastening a solid plate or "cap" across the pipe).

"Calibration" or "recalibration" means a laboratory or bench-top re-setting of alarm points, spans, and zeros, if applicable, according to manufacturer's specifications. "Calibration" or "recalibration" shall be conducted by a factory authorized service center, a factory trained technician, or a trained company technician.

"Confined space" means any space not intended for continuos employee occupancy, having a limited means of egress, and which is also subject to either the accumulation of an actual or potentially hazardous atmosphere as defined in this subsection or a potential for engulfment as defined in this subsection. Confined spaces generally include, but are not limited to, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, manholes, underground utility vaults, acid tanks, digesters, ovens, pulpers, tunnels, and pipelines. open top spaces more than 4 feet in depth such as pits, tubs, vaults, and vessels may also be confined spaces if the three criteria above are met.

"Engulfment" means the surrounding and effective capture of a person by a finely divided particulate matter or a liquid. There is a potential for engulfment when such particulate matter or liquid exists in a sufficient quantity or a sufficient pressure to surround a person before normal exit can be effected.

"Entrant" means any employee who enters a confined space

"Entry" means any action resulting in any part of the employee's face breaking the plane of any opening of the confined space, and includes any ensuing work activities inside the confined space.

"Entry permit" means the employer's written authorization for employee entry into a confined space under defined conditions for a stated purpose during a specified time.

"Field checked" means a method of checking an instrument for a proper response in the field. It is a check of the instrument's functionability and is a pass/fail or go/no-go check. When an adequate response is not obtained then the equipment should be removed from service and adjusted or repaired by a factory authorized service center, or a factory trained technician, or a trained company technician.

"Ground-fault circuit-interrupter" means a device whose function is to interrupt the electric circuit to the load when a fault current to ground exceeds a predetermined value that is less than that required to operate the overcurrent protective device of the supply circuit.

"Hazardous atmosphere" means an atmosphere presenting a potential for death, disablement, injury, or acute illness from one or more of the following causes:

(1) a flammable gas, vapor, or mist in excess of 10% of its lower explosive limit (LEL);

(2) an oxygen deficient atmosphere containing less than 19.5% oxygen by volume or an oxygen enriched atmosphere containing more than 23% oxygen by volume;

(3) an atmospheric concentration of any substance listed in Subpart Z of Part 1910 Standards above the listed numerical value of the permissible exposure limit (PEL); or

(4) a condition immediately dangerous to life or health as defined in this subsection.

"Immediately dangerous to life and health (IDLH)" means any condition that poses an immediate threat to life, or which is likely to result in acute or immediately sever health effects. See Appendix A for concentrations at which several chemicals exhibit IDLH effects.

"Immediate sever health effects" means that an acute clinical sign of serious, exposure-related reaction is manifested within 72 hours of exposure.

"Lockout or tagging" means placing locks or tags on the energy isolating device in accordance with #3.B. of this standard. Tags shall indicate that the energy isolated device shall not be operated until the removal of the tag.

"Qualified person" means a person who is trained to recognize the hazard(s) of the confined space and how to evaluate those anticipated hazards and shall be capable of specifying necessary control measures to assure worker safety. the employer may designate an employee as employer representative for the purpose of assuring safe confined space entry procedures and practices at a specific site. The qualified person may also be the entrant when permissible according to #5.A. of this standard.

"Rescue team" means those persons whom the employer has designated prior to any confined space entry to perform rescues from confined spaces. A rescue team may consist of outside emergency personnel, provided that training requirements of #7A.2. of this standard have been met.

"Retrieval line" means a line or rope secured at one end to a worker's safety belt, chest or body harness, or wristlets with the other end secured to an anchor point or lifting device located outside the entry portal. The anchor point shall not be a motor vehicle. Retrieval lines must be of sufficient strength to remove an entrant when necessary.

"Zero mechanical state" means that the mechanical potential energy of all portions of the machine or equipment is set so that the opening of any pipe(s), tube(s), hose(s) or actuation of any valve, lever, or button, will not produce a movement which could cause injury.

2. Scope and Application

A. This section prescribes basic mandatory practices and procedures that employers must establish and use for employee entry into and work within confined spaces.

3. Preparation

Entry into a confined space shall not be made unless the qualified person has assure that the following procedures have first been completed:

A. All pumps or lines which may convey flammable, injurious, or incapacitating substances into a space shall be disconnected, blinded, double blocked and bled, or effectively isolated by other means to prevent the development of dangerous levels of air contamination or oxygen deficiency within the space. The closing of valves alone, or the closing of valves and locking or tagging them, is not considered effective protection. The disconnection or blind shall be so located or done in such a manner that inadvertent reconnection of the line or removal of the blind are effectively prevented.

1. This does not apply to public utility gas distribution systems
2. This does not require blocking of all laterals to sewers or storm drains unless experience or knowledge of industrial use indicates materials resulting in dangerous air contamination may be dumped into an occupied sewer.

B. All fixed mechanical devices and equipment that are capable of causing injury shall be placed at zero mechanical state (ZMS). Electrical equipment, excluding lighting, shall be locked out in the open (off) position with a key-type padlock except in cases where locking is impossible; in such cases equipment shall be properly tagged in accordance with 1910.145(f). The key should remain with the person working inside the confined space.

Installations under the exclusive control of electric utilities and companies performing the same functions as electric utilities on their own property for the purpose of communication, or metering, or for the generation, control, transformation, transmission, and distribution of electric energy located in buildings used exclusively for such purposes or located outdoors on property owned or leased by the utility or such companies or on public highways, streets, roads, etc., or outdoors by established rights on private property, are exempt from the requirements of this paragraph.

C. All confined spaces shall be emptied, flushed, or otherwise purged from flammable, injurious, or incapacitating substances to the extent feasible. Initial cleaning shall be done from outside the confined space to the extent feasible.

D. Where the existence of a hazardous atmosphere is demonstrated by tests performed by the qualified person, the confined space shall be mechanically ventilated until the concentration of the hazardous substance(s) is reduced to a safe level, and ventilation shall be continued as long as the recurrence of the hazard(s) is possible or appropriate personal protective equipment shall be used by all employees during entry.

4. **Atmospheric Testing**

A. The qualified person shall assure that each confined space into which an employee may be required to enter is tested immediately prior to entry by a qualified person using direct reading instruments with remote sampling capacity for the following conditions:

1. Oxygen level;
2. potential flammable hazard; and
3. toxic materials known or expected to be present.

The testing of the atmosphere for a particular toxic material is not necessary where the presence of that material is known by virtue of a previous test and appropriate personal protective equipment to protect against that material is utilized.

B. When an attendant has been assigned, as prescribed by 5.A., a qualified person shall perform atmospheric testing during occupancy at intervals dependent on the possibility of changing conditions, but in no case less frequently than hourly. Atmospheric test results must be recorded on the permit at least hourly in accordance with 6.B.

C. When a non-attendant entry is permitted, at least one entrant shall wear a continuous monitoring device equipped with an alarm and capable of evaluating oxygen concentrations and combustible gas concentrations in the confined space.

When large confined spaces are entered, a sufficient number of monitoring devices shall be either worn or located in the work area to adequately monitor the atmosphere. The qualified person shall assess the need for mechanical ventilation in all confined spaces in accordance with the written permit system.

D. Each atmospheric testing instrument shall be calibrated according to the manufacturer's instructions or, if no manufacturer's specifications exist, at least yearly, and field checked immediately prior to its use. Instruments that are out of calibration or fail a field check cannot be used until they are properly calibrated.

5. **Attendants and Rescue Teams**

A. The qualified person shall evaluate each confined space that an employee may be required to enter by identifying and evaluating the hazards and potential hazards of that space. The qualified person then may allow an employee to make an unaccompanied, non-attendant entry into a confined space that has no potential for engulfment or IDLH atmosphere, provided the requirements of 4.C. are met.

B. An attendant shall be stationed immediately outside every confined space that has been found to have an IDLH atmosphere, a hazardous atmosphere or a potential for engulfment. The attendant shall be trained as directed by 7.A.2., be within sight or call of the entrant, and have the means available to summon assistance.

C. Rescue teams shall be available where the confined space has been found to have an IDLH atmosphere, a hazardous atmosphere or a potential for engulfment.

6. **Permit Systems**

A. The company will use a permit system for all confined apace entries which includes a written permit procedure that provides the following minimum information:

1. The minimum acceptable environmental conditions that are acceptable for entry and work in the confined space;
2. A record of atmospheric test results conducted prior to entry and at least hourly thereafter when an attendant is required;
3. The last calibration date(s) for the oxygen detector and combustible gas indicator being used;
4. The signature of the qualified person responsible for securing the permit and reviewing conditions prior to entry;
5. A written description of the location and type of work to be done;
6. Each permit shall be dated and carry an expiration date of not more than 12 hours; the permit may be extended for another 12-hour period pending recertification of acceptable conditions

B. Entry permit forms shall be retained until the corresponding entry has been successfully completed.

7. **Training**

A. The company will inform employees of the hazards of working in confined spaces by providing specific training to employees before they may be authorized to enter a confined space.

1. General. The company shall assure that the qualified person and all employees who may be required to enter a confined space have received training covering the following subjects:

a. Hazard recognition;
b. Use of respiratory protection equipment if the use of such equipment will be required;
c. Use of atmospheric testing devices for those employees required to perform atmospheric tests. Training shall cover field checks as specified by the manufacturer, normal use, and specific limitations of the equipment;
d. Lockout and tagging procedures;
e. Use of special equipment and tools;
f. Emergency and rescue methods and procedures.

2. Rescue Teams. Rescue teams shall be trained to use the equipment they may need to perform rescue functions assigned to them.

a. At least annually rescue teams shall practice removing victims through openings and portals of the same size, configuration and accessibility as those of spaces from which an actual rescue could be required.
b. The attendant or at least one member of each rescue team shall hold current certification in basic first aid and CPR (Cardio Pulmonary Resuscitation).

B. The company will maintain the records of the most recent training program conducted. These records shall include the date(s) of the training program, the instructor(s) of the training program, and the employee(s) to whom the training was given.

8. **Special Equipment and Tools**

A. No sources of ignition shall be introduced into a confined space until the implementation of the appropriate provision of this section has ensured that dangerous air contamination due to flammable and/or explosive substances does not exist.

B. All electrical cords, tools, and equipment shall be inspected for visually detectable defects before use in a confined space. In the absence of low voltage circuits and equipment for double insulated tools, equipment shall be of the heavy duty insulation type or ground fault circuit interrupters shall be used.

C. No fan or other equipment used for removing flammable gases or vapors shall create an ignition hazard.

D. Cylinders of compressed gases shall never be taken into a confined space, and shall be turned off at the cylinder valve when not in use. When to be left unattended, the torch and hose shall be removed from the confined space. Open end fuel gas and oxygen hoses shall be immediately removed from enclosed spaces when they are disconnected from the torch or other gas-consuming device.

Exempt from this rule are cylinders that are part of self-containing breathing apparatus or resuscitation equipment.

9. **Tripods, Safety Harnesses, Retrieval Lines and Respiratory Protection**

A. Where the existence of an IDLH atmosphere, a hazardous atmosphere or potential for engulfment has been demonstrated by the qualified person, the following requirements shall also apply;

1. An appropriate retrieval device with retrieval line shall be used by an entrant(s), except where the retrieval lines themselves could cause a hazard because of structures, equipment, or becoming entangled with other lines inside the confined space. Where a retrieval line is used, the free end of the retrieval line shall be secured outside the entry opening either by another person holding the line or by securing it in some other manner.

2. When entry is made through a top opening, a hoisting device such as a tripod shall be provided for lifting employees out of the space.

B. When a person is required to enter a confined space which has either an IDLH atmosphere or a hazardous atmosphere there shall be either a positive-pressure self-contained breathing apparatus or a combined positive-pressure air-line respirator with an auxiliary self-contained air supply immediately outside the entrance to the confined space.

C. When a person(s) must enter a confined space which contains either an IDLH atmosphere or a hazardous atmosphere without a retrieval line attached, then each entrant shall be supplied with and wear a MSHA/NIOSH approved self-contained breathing apparatus.

APPENDIX A

Concentrations at which some common substances exhibit immediately dangerous to life or health (IDLH) effects.

Appendix A is a non-mandatory appendix. According to The National Institute for Occupational Safety and Health (NIOSH) the levels listed below represent a maximum concentration from which one could escape within 30 minutes without any escape-impairing symptoms or any irreversible health effects. These levels were published by the NIOSH in September 1985 and are subject to frequent change. This list is not meant to be all inclusive but is rather meant to list some of the more frequently encountered chemicals in confined spaces.

CHEMICAL NAME	IDLH LEVELS
Ammonia	500 ppm
Benzene	2,000 ppm
Butadiene	20,000 ppm
2 - Butanone	3,000 ppm
Carbon dioxide	50,000 ppm
Carbon monoxide	1,500 ppm
Carbon tetrachloride	300 ppm
Chlorine	25 ppm
Chlorobromomethane	5,000 ppm
Chloroform	1,000 ppm
Cresol	250 ppm
Cyclohexane	10,000 ppm
Dichlorodifluoromethane	50,000 ppm
Dichloromonoflouromethane	50,000 ppm
Ethyl acetate	10,000 ppm
Fluorotrichloromethane	10,000 ppm
Heptane	4,250 ppm
Hexane	5,000 ppm
2 - Hexanone	5,000 ppm
Hydrogen chloride	100 ppm
Hydrogen sulfide	300 ppm
Isopropyl alcohol	20,000 ppm

Liquefied petroleum gas	19,000 ppm
Methyl alcohol	25,000 ppm
Methyl cellosolve	2,000 ppm
Methyl cellosolve acetate	4,500 ppm
Methyl chloroform	1,000 ppm
Methylene chloride	5,000 ppm
Nitric oxide	100 ppm
Nitrogen dioxide	50 ppm
Octane	3,750 ppm
Ozone	10 ppm
Pentane	5,000 ppm
Petroleum distillates mixture	10,000 ppm
Phenol	100 ppm
Phosgene	2 ppm
Propane	20,000 ppm
Sodium hydroxide	200 mg/m^3
Stoddard solvent	5,000 ppm
Styrene	5,000 ppm
Sulfur dioxide	100 ppm
1,1,2,2, - Tetrachloro - 1,2 - difluroethane	15,000 ppm
2 - difluroethane	15,000 ppm
Toluene	2,000 ppm
Toluene - 2,4 - diisocyanate	10 ppm

SOUTHERN CORROSION
ENGINEERED TANK CARE

FALL PROTECTION PLAN

Water Tanks

I. Statement of Company Policy

Southern Corrosion, Inc. is dedicated to the protection of its employees from on-the-job injuries. All employees of Southern Corrosion, Inc. have the responsibility to work safely on the job. The purpose of this plan is: (a) To supplement our standard safety policy by providing safety standards specifically designed to cover fall protection on this job; (b) to ensure that each employee is trained and made aware of the safety provisions which are to be implemented by this plan prior to the start of the project.

This plan is designed to enable employers and employees to recognize the fall hazards on this job and to establish the procedures that are to be followed in order to prevent falls. Each employee will be trained in these procedures and strictly adhere to them except when doing so would expose the employee to a greater hazard. If, in the employees opinion, this is the case, the employee is to notify the foreman of the concern and the concern addressed before proceeding.

Safety policy and procedures on any one project cannot be administered, implemented, monitored, and enforced by any one individual. The total objective of a safe, accident free work environment can only be accomplished by a dedicated, concerted effort by every individual involved with the project from management down to the last employee. Each employee must understand their value to the company; the costs of accidents, both monetary, physical, and emotional; the objective of the safety policy and procedures; and what their individual role is administering, implementing, monitoring, and compliance of their safety policy and procedures. This allows for a more personal approach to compliance through planning, training, understanding, and cooperative effort, rather than by strict enforcement. If for any reason an unsafe act persists, strict enforcement will be implemented.

It is the responsibility of job site foreman to implement this Fall Protection Plan. The foreman is responsible for continual observational safety checks of the work operations and to enforce the safety policy and procedures. The foreman also is responsible to correct any unsafe acts or conditions immediately. It is the responsibility of the employee to understand and adhere to the procedures of this plan and to follow the instructions of the foreman. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or acts that may cause injury to either themselves or any other employees. Any changes to this Fall Protection Plan must be approved by the superintendent of field operations.

II. Fall Protection Systems to be Used on this Project

Where conventional fall protection is infeasible or creates a greater hazard, we plan to do this work using a safety monitoring system and expose only a minimum number of employees for the time necessary to actually accomplish the job. The maximum number of workers to be monitored by one safety monitor is

four(4). We are designating the following trained employees as designated riggers and they are permitted to enter the controlled access zones and work without the use of conventional fall protection.

Safety monitor:
Designated rigger:
Designated rigger:

Only individuals with the appropriate experience, skills, and training will be authorized as riggers under the safety monitoring system and shall have been trained and instructed in the following areas:

1. Recognition of the fall hazards in the work area.
2. Avoidance of fall hazards using established work practices which have been made known to the employees.
3. Recognition of unsafe practices or working conditions that could lead to a fall, such as windy conditions.
4. The function, use, and operation of safety monitoring systems, guardrail systems, body belt/harness systems, control zones and other protection to be used.
5. The correct procedure for erecting, maintaining, disassembling and inspecting the system(s) to be used.
6. Knowledge of construction sequence or the rigging plan.

A meeting will take place prior to starting work involving all members of the crew and the supervisors of any other concerned on-site contractors. The meeting will be conducted by Southern Corrosion's foreman. During the pre-work meeting, rigging procedures and sequences pertinent to this job site will be thoroughly discussed and safety practices to be used throughout the project will be specified. Further, all personnel will be informed that the controlled access zones are off limits to all personnel other than those designated riggers specifically trained to work in that area.

Control Zone System:

A controlled access zone means an area designated and clearly marked, in which work may take place without the use of guardrail, safety net or personal fall arrest systems to protect the employees in the area. All areas of the water tank not provided with a ladder safety climb device or guardrail system will be considered a control zone during the initial rigging phase of the job.

Initial Rigging:

The foreman will initially inspect the condition of the existing structure prior to job start. He will assess the condition and strength of the following items:

Ladders

Walk Platforms & Handrails
Anchor Points for rigging
Anchor Points for lifelines

The foreman shall use the company provided safety harness and lanyard when making the initial assessment. He will use any safety climb devices that may be installed on existing ladders. Once all areas have been evaluated and all structures have been modified where applicable to create safe working and rigging conditions, rigging operations including the installation of lifelines will begin.

Safety Monitoring System for use when rigging & de-rigging:

A safety monitoring system means a fall protection system in which a competent person is responsible for recognizing and warning employees of fall hazards. This system will be used for circumstances when conventional fall safety measures are not possible. The duty of the safety monitor are to:

1. Warn by voice when approaching an open edge in an unsafe manner.
2. Warn by voice if there is a dangerous situation developing which cannot be seen by another person involved with rigging.
3. Make the designated riggers aware they are in a dangerous area.
4. Be competent in recognizing fall hazards.
5. Warn employees when they appear to be unaware of a fall hazard or are acting in an unsafe manner.
6. Be within visual sighting distance of the monitored employees.
7. Be close enough to communicate orally with the employees.
8. Not allow other responsibilities to encumber monitoring. If the safety monitor becomes too encumbered with other responsibilities, the monitor shall (1) stop the rigging process; and (2) turn over other responsibilities to a designated rigger; or (3) turn over the safety monitoring function to another designated, competent person.

The safety monitoring system shall not be used when wind is strong enough to cause dangerous conditions in the walking or working areas. The safety monitoring system will also be prohibited when walking – working surfaces become icy or slippery.

Holes:

Any holes larger than 12" x 12" will be covered with a patch plate of ¼" carbon steel welded over the hole. Possible locations of holes would be in the tank roof, catwalk floor, or tank floor.

Primary Fall Protection:

Company's personal fall arrest system.

III. Implementation of Fall Protection Plan:
Exterior of elevated tank

Tank roof:
All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point in the roof (ie. Vent pipe) not already being used by suspended rigging or scaffolding.

Tank Shell Walls:
All personnel will use the catwalk's existing guardrail system while standing, walking, or working on the catwalk floor provided the guardrail system meets this program's requirements. If working above the catwalk floor or the existing guardrail system does not meet this plan's requirements, than the fall protection system of the roof will be extended down the sides of the tank to the catwalk.

Tank Bottom:
A 5/16" "sky climber" cable or a 3/8" diameter steel cable will be properly clamped to a secure anchor on the catwalk (ie. Handrail post), and extended beneath the bottom and reconnected to the catwalk handrail at a location 180 degrees from the starting point. A second separate cable will be strung as the first at another location creating a "criss-cross" pattern across the tank bottom. Employees will use this horizontal safety line by attaching one of the lanyard snap hooks around the cable. The cable used as the safety line will not also be used for suspended rigging or scaffolding.

Column Legs, struts, and rods:
All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point on the catwalk (ie. Handrails, etc) not be used by suspended rigging or scaffolding.

Riser Pipe:
A lifeline will be attached to one of the cables under the tank bottom or to an upper level spider rod provided that: the rod has been tested for use as an anchor and the rod is not being used to suspend any other rigging. The worker will be secured using the company's personal fall arrest system. The worker will be suspended from rigging attached to the cable or spider rod not being used as the life-line anchor.

Interior of Elevated Tank:

Tank Interior:

All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point in the roof (ie. Vent pipe, manway) not being used by suspended rigging or scaffolding.

Riser Pipe Interior:
All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point above or at the top of the pipe (ie. Manway curb, top ladder rung, roof vent) not being used by suspended rigging or scaffolding.

IV. Protection from falling objects.

All company employees at the job site must wear the company provided hard hat as required by Southern Corrosion's safety rules. Employees are to use suspended scaffolding equipped with guardrails and toe plates where applicable. When the rigging devices (ie. Ladders) are not equipped with guardrails or toe plates, the area in which objects could fall will be barricaded. Employees will be prohibited from entering the barricaded area.

V. Company Personal Fall Arrest System.

The company's Personal Fall Arrest System consists of the following components:
Safety Harness: Rose #502733 Pullover Harness or equal
Safety Lanyard: Rose #501222 Dyna-Brake Energy Absorbing Lanyard or equal
Rope Grab: Tiger Rope Grabs
Lifeline Rope: 5/8" Esterlene Rope

VI. Guardrail Requirements:

Top rail – 42" plus or minus 3" above the walking/working level.
Midrail – 21" or more above the walking/working level.
Toeboards – at least 3 1/2" tall and shall not have more than a ¼" clearance between the bottom of the toe board and the top of the walking/working surface. Further, no gaps of 1" or greater will be permissible.

The top rails must be capable of withstanding, without failure, a force of at least 200 pounds applied within 2" of the top edge in any outward or downward direction, at any point along the top edge. When the 200 pound test load specified is applied in a downward direction, the top edge of the top rail shall not deflect to a height less than 39" above the walking/working level.

Midrails must be capable of withstanding, without failure, a force of at least 150 pounds applied in any downward or outward direction at any point along the midrail.

Guardrails shall be so surfaced to prevent injury to an employee from punctures or lacerations. The edge of the top rails and midrails shall not overhang the last handrail posts, except where such overhang does not constitute a projection hazard.
Toeboards will be capable of withstanding, without failure, a force of at least 50 pounds applied in any downward or outward direction at any point along the toeboard.

VII. Additional Fall Protection Methods

Where applicable, suspended scaffolding will be equipped with guardrails and toe plates.

Rigging will be provided to allow as close access to the work area as possible, preventing the potential fall hazards of employees overreaching.

VIII. Other Fall Prevention Measures Considered:

Guardrails – Guardrails will be used as primary fall protection only when they are an integral part of the existing structure or tank and meet the guardrail requirements of Section VI. of this plan. Guardrails are not sufficient for primary fall protection for suspended scaffolding and rigging because possible movement or swaying of the platform floor creates an unstable environment where the possibility of losing balance is higher than on a more stable surface. Further, the guardrails provide no protection in the event that the cable or rope that suspends the scaffolding and rigging breaks.

Safety Nets – Safety nets are not feasible for construction inside the water tank and riser pipe. Further, most potential falls from the tank exterior include the possibility of hitting parts of the tank structure (ie. Rods, struts) before reaching the net.

Use of JLG lifts – A water tank tower structure is complex with struts and rods that are not easily reached or are inaccessible to a JLG lift. This inability to come within reasonable reach of some portions of the structure would result in employees reaching well beyond the confines of the suspended bucket to reach areas, increasing the potential fall hazard.

IX. Enforcement

Constant awareness of and respect for fall hazards, and compliance with all safety rules are considered conditions of employment. The job site Foreman, Superintendent of Operations, and the Company President reserve the right to issue disciplinary warnings to employees, up to and including termination for failure to follow the guidelines of this program.

X. Accident Investigations

All accidents that result in injury to workers, regardless of their nature, will be investigated and reported. It is an integral part of any safety program that documentation take place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence.

In the event that an employee falls or there is some related, serious incident occurring, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

XI. Changes to Plan

Any changes to the plan will be approved by the superintendent of operations. This plan shall be reviewed by qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the competent person to improve or provide additional fall protection. Workers shall be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changed shall be maintained at the jobsite.

SOUTHERN CORROSION

INC.

Substance Abuse

Policy

Southern Corrosion
Substance Abuse Policy

Effective January 1, 1992 Southern Corrosion Inc. adopted a comprehensive Substance Abuse Policy. Subcontractor agrees that its agents, directors, officers and employees will abide by the terms of this Policy when present on Southern Corrosion premises where Southern Corrosion employees are working.

Southern Corrosion Inc.
Substance Abuse Policy
Effective January 1, 1992

I. INTRODUCTION

Southern Corrosion Inc. recognizes that the use of illegal drugs, designer/synthetic drugs, unauthorized drugs and alcohol, and the abuse of over-the-counter drugs may alter or impair the ability of Southern Corrosion employees and others to perform tasks that are critical to proper, safe work performance. Additionally, such use can adversely affect individual health and well being, as well as opportunity for employment with the Company. As a result, the Company has adopted this Substance Abuse Policy. All employees are expected to familiarize themselves with the Policy. Applicants will be informed of the Policy and its requirements during the hiring process. As appropriate, the Policy will be made known to customers, contractors, subcontractors, suppliers, vendors, and invitees of the Company. More information about the Policy is available from Southern Corrosion supervision or other Southern Corrosion representatives.

The Company firmly believes that this Substance Abuse Policy will be an effective means of providing a safe, productive and substance abuse free workplace. This will not only help the Company remain competitive, but it will also assure the Company's further participation in government contracting.

The Company realizes that employees and applicants having substance abuse problems make up only a small fraction of the workforce. The Company regrets any inconvenience that may be caused to non-abusers as a result of the problems of a few workers. The Company believes, however, that the benefits of this Policy will more than make up for any inconvenience. In this regard, the Company earnestly solicits the understanding and cooperation of all employees in implementing this policy.

II. SUBSTANCE ABUSE POLICY OBJECTIVES

A. To assist in maintaining a safe and healthful working environment.

B. To provide employees with the opportunity to obtain treatment for substance abuse problems.

C. To eliminate illegal and unauthorized workplace substance abuse.

D. To reduce the opportunities for accidental injuries and to help prevent the occurrence of accidents and safety related incidents, the consequences of which may drastically affect the safety of Company operations.

E. To protect the property of the Company, employees, customers, subcontractors and the general public.

F. To minimize absenteeism and tardiness, and to improve productivity while ensuring quality workmanship.

G. To protect the reputation of Southern Corrosion and its employees with its customers and subcontractors, and within the industry and community at large.

H. To comply with contractual obligations imposed by Southern Corrosion customers, both private and governmental.

I. To meet the requirements of federal, state and local laws and regulations relating to substance abuse in the workplace, including but not limited to, the Drug-Free Workplace

Act of 1988, and Department of Defense and Department of Transportation regulations governing drug testing of certain Southern Corrosion employees.

III. COMPANY PREMISES DEFINED

For purposes of this policy, the term "Company premises" includes all Southern Corrosion property, offices, facilities, shops, warehouses, land, jobsites, buildings, structures, fixtures, installations, automobiles, trucks and all other vehicles and equipment. It also includes all customer properties and construction sites at which Southern Corrosion employees are working.

IV. POLICY APPLICATION

Southern Corrosion's Substance Abuse Policy applies to all Southern Corrosion employees, including full-time, part-time, salaried, hourly, office, shop. warehouse, field. probationary, casual and contract employees, as well as to employment applicants. Certain provisions also apply to contractors, subcontractors, suppliers, visitors, vendors, and invitees of Southern Corrosion when present on Southern Corrosion premises where Southern Corrosion employees are working. Compliance with this Policy is required as a condition of employment for all applicants, and as a condition of continued employment for all employees. The Company will not offer employment or continue in employment individuals whose conduct is not in compliance with this is Policy.

V. SOUTHERN CORROSION POLICY STATEMENT REGARDING SUBSTANCE ABUSE

This is to notify all Southern Corrosion employees, applicants, contractors, subcontractors, suppliers, vendors, visitors, invitees and others that use, possession, presence in the body, manufacture, distribution, dispensation, transfer, storage, concealment, transportation or sale of the following substances or materials under the circumstances indicated is prohibited on Company premises (as defined in Section III), as is reporting for work or working under the influence of such substances. Using Company property to facilitate these activities is also prohibited.

A. **ILLEGAL DRUGS**-(including the presence of confirmed detectable amounts in the body, regardless of when or where the substance may have been ingested) including, but not limited to, marijuana (pot, dope), cocaine (coke, rock, crack), LSD (acid), PCP (angel dust, crystal), MDMA (ecstasy), heroin (smack, black tar), opium (morphine, white/black stuff) and other illegal drugs.

B. **DESIGNER/SYNTHETIC DRUGS**-(including the presence of confirmed detectable amounts in the body, regardless of when or where the substance may have been ingested) including, but not limited to ice, crank, china white, synthetic heroin, MDA, adam, eve, love drug and any other substance in which the molecular structure of legal and/or illegal drugs is altered to create a substance that is not explicitly banned by law

C. **UNAUTHORIZED DRUGS**-(including the presence of confirmed detectable amounts in the body, regardless of when or where the substance may have been ingested) including, but not limited to, non-prescription inhalants, stimulants and amphetamines (methamphetamine, crystal methamphetamine, speed, uppers, crank, ice, UPS, butyl nitrate, push, locker room, look-alikes, act-alikes) or any other substance containing controlled over-the-counter ingredients regulated under the provisions of the Controlled Substance Act of 1970.

D. **PRESCRIPTION DRUGS AND OVER-THE-COUNTER MEDICATIONS**-Abuse of prescription drugs and over-the-counter medication is prohibited. Individuals may maintain and use on Company premises prescription drugs and over-the-counter medications under the following circumstances:

1. All prescription drugs have been authorized by a licensed physician for use by the person possessing and using the prescription medicine.

2. Prescription drugs are kept in their original containers.

3. Use of prescription drugs is as prescribed by the individual's physician, and use of over-the-counter

medications is as indicated by the manufacturer.

4. Employees who have been informed or have knowledge that prescribed drugs or over-the-counter medication that they are taking could adversely affect their ability to work must inform their supervisor prior to using such substances on the job. As a general rule, the use of prescription drugs as prescribed by a licensed physician and the use of over-the-counter medication consistent with manufacturer directions will be allowed provided it does not affect work performance or safety. However, the Company in its discretion reserves the right to have a physician of its choice determine if an employee's use of prescription or over-the-counter medication produces affects which may increase the risk of injury or cause other adverse consequences while on Company premises. If such a finding is made, the Company, if authorized by the employee, will check with the employee's physician to determine if other medications or dosages are available which would not affect the individual's ability to work safely. If appropriate substitute medicine is not available, the Company retains the right to limit or suspend the work activity of the employee during the period that the Company's physician advises it that the employee's ability to work is adversely affected by the use of such medication.

E. ALCOHOL OR INTOXICATING BEVERAGES including, but not limited to beer, wine, and liquor. An employee on Company premises, or working or reporting to work with a blood alcohol level ("BAC") at or over .04 will be considered to be under the influence of alcohol for purposes of this Policy. The moderate use of alcohol by persons of legal age at Company social functions authorized by the appropriate manager is not, however, considered a violation of this Policy, nor is the moderate use of alcohol by persons of legal age when in conjunction with business entertainment events authorized by the appropriate department manager. At the discretion of the local facility manager, off duty possession and moderate use of alcohol may be allowed for persons of legal age residing on Company property.

F. DRUG-RELATED PARAPHERNALIA, including, but not limited to, any materials or equipment or item not authorized by the Company for such use used or designed for use in testing, packaging, storing, manufacturing, injecting, ingesting, inhaling, or introducing into the human body substances prohibited by this policy.

VI. POLICY ENFORCEMENT

A. SEARCHES AND INSPECTIONS

In order to accomplish the objectives of this Policy, the Company reserves the right to search employees and other persons and their vehicles, briefcases, purses, wallets, tool boxes, lunch boxes, packages, clothing and other items brought upon Company premises for the presence of substances prohibited by this Policy and for other reasons. The Company similarly reserves the right to search employee work areas, desks, lockers, and the like regardless of whether they are locked and whether the employee supplies his or her own lock. Searches may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company.

B. SUBSTANCE ABUSE TESTING FOR EMPLOYEES AND APPLICANTS

The Company will require applicants and employees to submit to substance abuse testing (including, but not limited to, urine tests, blood tests) under the following circumstances:

1. **Pre-Employment/Pre-Placement Testing.** Substance abuse testing will be required as a condition of employment for all applicants. New hirees will be tested before beginning work, or before their first five (5) working days. Thereafter, testing will be required as a condition of employment for individuals who experience more than a one hundred eighty (180) day gap in employment with the Company, or as otherwise required by the Policy.

Pre-employment/pre-placement testing may also be require pursuant to customer requirement, government regulations or for jobs designated by the Company.

2. **Reasonable Suspicion Testing.** When the Company has reasonable suspicion to believe that employees are in violation of this Policy, then those employees are in violation of this Policy, then those employees will be subject to testing. Such employees will be suspended pending receipt of test results.

Reasonable suspicion may arise as a result of incidents, factors or observations demonstrating unusual behavior that causes a supervisor to have a reasonable concern that an employee is using or is under the influence of substances as prohibited by this Policy. This includes, but is not limited to, where drugs or alcohol are discovered on Company premises, where there are observations of substance abuse-related activity, or where unusual behavior is observed suggesting that an employee is using or is under the influence of prohibited substances (e.g., difficulty in maintaining balance, slurred speech, etc.).

3. **Post-Accident Testing.** The Company reserves the right in its discretion to test employees involved in work-related accidents resulting in serious personal injury requiring treatment by a doctor (other than foreign bodies in the eye or minor cuts, scratches, or abrasions), damage to Company property exceeding $1,000 or in the case of near misses that could reasonably have had the same consequences. Such testing will be arranged so as not to interfere with appropriate medical treatment.

4. **Random Testing**. The Company reserves the right to subject to random, unannounced testing those employees working in safety-sensitive positions where any form of substance abuse could affect the safety of Company operations.

5. **Testing Pursuant to Government Regulations.** Certain government regulations may require pre-employment, post-accident, reasonable suspicion, periodic, random or other testing under the Dept. of Defense and Dept. of Transportation testing guidelines. Employees covered by these or other government regulations will be subject to such testing as set forth in these regulations. Such employees will be notified accordingly. Where government regulations restrict testing to certain substances, the Company reserves the right to require the person being tested to submit to a separate, second sample that can be tested for other substances as prohibited by this Policy.

6. **Post-Counseling/Rehabilitation.** Employees returning to work following substance abuse counseling or rehabilitation will be tested before returning to work. Thereafter, they will be subject to periodic, unannounced testing for a period of five (5) years. As a condition of reinstatement, such employes will be required to sign a conditional employment agreement consenting such tests.

7. **Return-to-Work.** The Company reserves the right to test employees returning to work from a long illness or extended absence as a condition of reinstatement.

8. **Contractual or Customer Requirements.** The Company will test applicants and employees as required by the legal or contractual requirements of its customers. Employees subject to testing under this section will be advised accordingly.

C. PROCEDURES TO BE USED FOR SEARCHES AND SUBSTANCE ABUSE TESTING.

Prior to testing, employees or applicants will be asked to consent to testing and sign a consent form. They will also be asked to list all prescription medication or over-the-counter medication taken in the last 30 days. Refusal to consent to testing is considered insubordination and will result in the termination or employment or discontinuance of further consideration for employment. Samples for substance abuse testing will be collected, sealed, and monitored by trained medical personnel, following strict chain of custody guidelines. All testing will be performed by accredited laboratories. Initial urine screens will consist of an immunoassay test. All specimens identified as positive by the initial screen will be confirmed by a second test using gas chromatography/mass spectrometry ("GC/MS") technology. Where required by law, a Medical Review Officer ("MRO") will be retained to evaluate, interpret and report to the Company concerning test results.

The substances to be tested for are as follows: amphetamines (speed, eve, crystal), benzodiazepines (valium, librium), barbituates (secobarbital, pentobarbitol, phenobarbital, butabarbital), cannabinoids (marijuana, pot, dope), cocaine (coke, rock, crack, base), methadone, methaqualone (quaaludes), opiates (morphine, codeine, heroin), phencyclidine (PCP, angel dust) and propoxyphene

(darvon). Alcohol blood or urine tests will be administered as necessary. Persons subject to testing under Dept. of Transportation regulations will be tested for amphetamines, cannabinoids, cocaine, opiates, and phencyclidine.

The results of testing under this Policy will be considered confidential and disseminated only to those persons having a need to know, those persons authorized by the individual tested or as may be legally required. Test result information will be released upon evidence of a valid, signed release by the tested individual, valid order of a court or other legal tribunal or when necessary in connection with legal proceedings related to the employee's employment.

All searches, inspections and substance abuse testing will be performed with a concern for the privacy, dignity and confidentiality of each person. Prior to a search, employees will be asked to consent to a search and may be asked to sign a search consent form. An employee's refusal to consent to a search constitutes insubordination and is grounds for discharge.

Applicants, employees and others covered by this Policy should be aware that prohibited items discovered pursuant to this Policy may be turned over to the appropriate law enforcement authorities.

VII. COMPANY TREATMENT OF POLICY VIOLATIONS

A. PRE-EMPLOYMENT / PRE-PLACEMENT VIOLATIONS

1. Applicants for salaried positions and applicants for positions at fixed locations who test positive will be dropped from consideration for employment with the Company, as will applicants for field jobs who have not previously qualified as travelers. Applicants for field jobs who have previously qualified as travelers who test positive will be treated as existing employees who test positive under Section VII-C.3 of this Policy.

2. Any person who refuses to submit to testing under this Policy will be dropped from consideration for employment with the Company, and may not be reconsidered for possible employment under Section VII-B.

3. Any person who actually or attempts to degrade, dilute, switch, alter or otherwise tamper with a test sample will be dropped from further consideration for employment with the Company, and may not be reconsidered for possible employment under Section VII-B.

B. ELIGIBILITY FOR EMPLOYMENT FOLLOWING POSITIVE PRE-EMPLOYMENT / PRE-PLACEMENT SUBSTANCE ABUSE TEST

Applicants (other than travelers treated under Section VII-C.3) who are refused employment under Section VII-A.1 may be reconsidered for possible employment only after the Company is provided **all** the following:

(a) A signed, written statement from a health care provider knowledgeable in substance abuse disorders that the applicant is fit for duty, and that the applicant is successfully participating in or has successfully participated in substance abuse counseling or rehabilitation.

(b) Evidence that the applicant has passed a pre-employment / pre-placement substance abuse test. This test will be provided by the Company.

(c) A signed conditional employment agreement form stating that the applicant agrees:

(i) To continue the counseling, treatment and after-care prescribed by his or her health care provider;
(ii) To submit to additional periodic, unannounced testing for a period of five (5) years following hire; and

(iii) That any subsequent positive test during this five (5) year period or thereafter will be cause for immediate termination.

(d) A signed release authorizing the applicant's substance abuse treatment provider to release to the Company and its authorized representatives information regarding the applicant's participation in counseling, treatment, rehabilitation and after-care.

Applicants exercising their rights under this Section should be aware that upon satisfying the conditions contained in this Section, they will be eligible for **reconsideration** only, and they are not assured employment with the Company.

C. VIOLATIONS BY EXISTING EMPLOYEES

1. Violations Warranting Discharge for First Offense

(a) Refusing to submit to testing or to a search as outlined in this Policy.

(b) Actually or attempting to degrade, dilute, switch, alter or otherwise tamper with a test sample.

(c) Using, possessing, manufacturing, distributing, dispensing, transferring, storing, concealing, transporting or selling illegal drugs, designer/synthetic drugs or unauthorized drugs on Company premises.

(d) Using (unless allowed under Section V-E) or manufacturing alcohol on Company premises.

(e) Where an employee is found to be working or having reported to work under the influence of illegal drugs, designer/synthetic drugs, unauthorized drugs or alcohol. Under certain circumstances, termination for abuse of prescription drugs and over-the-counter medications may also be appropriate.

(f) Any positive substance abuse test by an employee originally hired under Section VII-B of this policy.

2. Offenses Warranting Suspension for First Offense

(a) Possessing, distributing, dispensing, transferring, storing, concealing, transporting or selling alcohol in unopened containers on Company premises, except as permitted under Section V-E.

(b) Possessing, manufacturing, distributing, dispensing, transferring, storing, concealing, transporting or selling drug-related paraphernalia.

Employees violating this section will be suspended for two (2) working days without pay. Employees will not, however, be entitled to the less severe penalty of suspension (as opposed to discharge) where:

(a) The violation of this Policy occurred in connection with a violation of another provision of this Policy or other work rule which would ordinarily result in discharge.

(b) The employee's prior disciplinary record in connection with the Policy violation would ordinarily result in discharge.

Repeat offenders are subject to termination.

3. Offenses Warranting Opportunity for Substance Abuse Counseling or Rehabilitation for First Offense.

Employees who test positive for a substance under circumstances prohibited by this Policy for the first time

will be immediately suspended from employment without pay pending discharge.

If the employee thereafter requests within five (5) working days of his or her suspension, the employee will be given the opportunity for leave to undergo substance abuse counseling or rehabilitation. Employees will be given the opportunity for post-positive test leave under the following conditions:

(a) Employees will not be eligible for leave if the violation of this Policy occurred in connection with a violation of another provision of this Policy or other work rule which would ordinarily result in discharge. For example, where an employee tests positive and is otherwise determined to have been under the influence of illegal drugs, designer/synthetic drugs, unauthorized drugs or alcohol on Company premises - a violation warranting discharge for a first offense under Section VII-C.1(e) - that employee will not be entitled to leave.

(b) The leave will be without pay and for a maximum period of 60 consecutive calendar days.

(c) The employee must submit written proof of enrollment and active participation in a reputable substance abuse counseling or rehabilitation program within five (5)working days after being placed on leave.

(d) The employee must sign a release authorizing his substance abuse treatment provider to release to the Company and its authorized representatives information regarding the employee's participation in substance abuse counseling, rehabilitation, and after-care.

(e) If the employee fails to enroll in a substance abuse counseling or rehabilitation program within five (5) working days after being placed on leave, rejects counseling or rehabilitation once begun or fails to complete the counseling or rehabilitation before being released from it, the leave will be canceled and the employee terminated.

(f) Substance abuse counseling and rehabilitation is the responsibility of the employee, including selecting a counseling and rehabilitation program and paying the costs of counseling and rehabilitation. As a resource to employees, substance abuse hot line telephone numbers are listed in Section VIII of the Policy. Employees should refer to their medical insurance plan for possible coverage for counseling and rehabilitation expenses.

(g) The employee will be allowed to return to work only after providing evidence of **all** the following:

(i). A signed, written statement from the employee's substance abuse provider the employee is fir for duty, and that the employee is successfully participating or has successfully participated in substance abuse counseling or rehabilitation.

(ii) Evidence that the employee has passed a post-counseling/rehabilitation substance abuse test.

(iii) A signed conditional employment agreement stating that the employee agrees:

a) To continue the treatment and after-care as prescribed by the substance abuse provider;

b) To submit to additional periodic, unannounced testing for a period of five (5) years following reinstatement; and

c) That any subsequent positive test during this five (5) year period or thereafter will be cause for immediate termination.

(iv) A signed release authorizing the employee's substance abuse treatment provider to release to the Company and its authorized representatives information regarding the employee's continued participation in counseling, rehabilitation and after-care.

(h) **An employee reinstated under this section who tests positive during the five (5) year period following reinstatement of thereafter will be terminated immediately with no chance for additional leave or reemployment with the Company.**

D. Employee Off-the-Job Conduct.

Any employee whose off-duty conduct relating to substance abuse, regardless of whether that conduct results in criminal charges or conviction, may be subject to disciplinary action, up to and including termination, where the Company finds that this off-duty conduct:

1. Poses a direct and immediate threat to the employee's safe job performance, or the safety of other employees or the Company's property.

2. May reflect adversely on the Company's reputation with its customers or within the industry or community at large.

VIII. EMPLOYEE ASSISTANCE

A. Substance Abuse Information.

The Company will publish or provide from time to time information to employees about the dangers of substance abuse in the workplace. Employees are encouraged to seek voluntary assistance for substance abuse problems.

DRUG ABUSE INFORMATION AND TREATMENT REFERRAL

HOT LINE (NIDA HOT LINE)

1-800-622-HELP / 1-800-622-4357

NATIONAL COCAINE HELPLINE

1-800-COCAINE / 1-800-262-2463

AL - ANON

1-800-356-9996

AMERICAN COUNCIL ON ALCOHOLISM

1-800-NCA-CALL / 1-800-622-2255

IX. GOVERNMENT CERTIFICATION / REPORTING REQUIREMENTS

The Drug-Free Workplace Act of 1988 is applicable to certain Company operations and places several requirements on contractors covered by the Act. Each contractor covered by the Act must certify to the contracting agency that it has published a statement to employees alerting them that certain workplace substance abuse is prohibited and that abiding by these terms is a condition of employment. As a condition of employment, all employees agree to abide by the terms of this Policy. All employees also agree to notify their direct supervisor of criminal drug statute convictions (including pleas of nolo contendere, i.e., no contest) for violations occurring in the workplace within five (5) calendar days after such conviction.

X. PROGRAM ADMINISTRATION

This Policy will be amended as necessary by the Company, and to meet the requirements of federal, state, county and city laws, and to meet customer requirements. Those enforcement options outlined in this Policy that are prohibited by existing laws or agreements will not be utilized at those

particular Company work areas or locations affected by laws or agreements.

This Policy will be enforced by all Southern Corrosion, Inc. managers, foremen, superintendents, safety personnel and other supervisors. Violations of confidentiality or supervisor responsibilities necessary for enforcement of this Policy will be considered violations of this Policy and may lead to disciplinary action. Specific questions concerning this Policy should be directed to the District Construction Office or appropriate department manager.

This Policy is not intended to create any contractual rights in favor of any employee or applicant, or to impose any contractual obligations on the Company with respect to any employee or applicant. The Company reserves the right to change this Policy at any time, with or without notice to employees.

REQUEST FOR PROPOSALS

PROPOSAL FOR MAINTENANCE MANAGEMENT OF WATER STORAGE TANKS AND CHLORINE VESSELS

CITY OF CHIEFLAND, FLORIDA **MAY 11, 2017**



ADVANCED SOLUTIONS



EXECUTIVE SUMMARY

As the largest provider of maintenance programs for water storage assets to the potable water industry in the United States, SUEZ Advanced Solutions provides valuable services and programs to assist in the suitable management of assets. We are committed to delivering the highest value services possible to the City of Chiefland to provide long-term operational and financial stability. Our goal is to continue our long-standing partnership with the City and ensure the continued management of water system assets.

Along with our asset maintenance program, SUEZ and our team of experts have the capability to address any situation regarding tank repairs, rehabilitation, preventative maintenance, mixing systems, wireless communications site management, water quality, safety and emergency services. With major service centers located throughout the country and three (3) within close proximity to Chiefland, we provide dependable and efficient responses to our valued customers. Our highly qualified crews deliver quality results with operational efficiency and possess specialized knowledge of the characteristics and conditions associated with water system infrastructure in the Southeast and Florida. Our service crew's experience and expertise ensure water system assets are fully protected and maintained.

Our background and experience with all tank styles and sizes allows us to comfortably accept the risks associated with the ongoing maintenance of water storage tanks. SUEZ protects over 8,000 assets nationally with full service maintenance and asset management programs, including 6000 tank assets. These ongoing programs center on long-term partnerships with our customers with a consultative philosophy to solving problems.

BENEFITS OF WORKING WITH SUEZ

- One point of contact and responsibility
- A fixed price based on a predetermined scope of work
- No change orders on agreed upon scope of work per the service agreement
- Maintenance plan designed based on operational needs

SUEZ has assessed the condition of the six (6) City of Chiefland water storage assets and created a customized program which will maintain tanks in sound condition both structurally and operationally, and ensure the tanks remain compliant with AWWA, EPA, NSF and OSHA specifications as well as Florida Department of Environmental Protection (DEHNR) standards. All work on water storage tank assets will also be completed in compliance with both NACE and SSPC specifications and standards.

Under the asset maintenance program, the City of Chiefland retains ownership of the tanks and transfers the maintenance risks to SUEZ. This allows the City of Chiefland to spread the continuous costs of maintenance over an extended period of time, making annual budgeting sustainable and cost effective. We are committed to protecting your assets in every aspect, including preventative and ongoing maintenance, emergency repairs and security.

This proposal outlines the water storage tank asset management and maintenance program provided by SUEZ Advanced Solutions. It provides an overview of our qualifications and experience, advanced technological capabilities, the vast resources and expertise we provide and our commitment to our customers.



COMPANY PROFILE

SUEZ is focused on providing sustainable asset management, water conservation and water quality services and solutions to the U.S. water industry. Since 1963, our team has provided a full range of potable water storage tank maintenance services. In 1985, we extended the value of services offered to our customers with our revolutionary tank maintenance program, allowing owners to transfer all future risks of ownership, including repairs, rehabilitation and maintenance, to SUEZ. Our asset maintenance programs provide long-term sustainability and operational support to our customers.

In 2008, Utility Service Co., Inc. was acquired by SUEZ, expanding our capabilities and resources with additional global resources, technologies, information systems and solutions necessary to address the current challenges facing U.S. water and wastewater utilities. By leveraging the knowledge and lessons learned from SUEZ and our sister companies around the world, we are able to offer even greater innovative solutions. As part of our mission to address critical water resource challenges facing the planet, we deliver advanced service solutions to minimize capital and operational expenses, improve system operations and performance, extend the useful life of utility assets and improve water quality.

From water tanks to network management, SUEZ Advanced Solutions provides integrated solutions built around your water system. Beyond our signature water tank asset maintenance programs, we offer maintenance programs for water wells, water meters, filtration systems and concrete assets. Our asset maintenance programs restore aging infrastructure to full operability and extend the life of assets with preventative maintenance and condition assessments.

We help utilities manage increasing regulations and operational costs by assuming the risk of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer services focused on improving water quality, such as mixers and THM removal systems, our patented Ice Pigging technology to clean and scour pipes with little risk to infrastructure and minimal service interruption and our AQUADVANCED software that optimizes water system operations by providing a centralized view of distribution networks, service calls and system performance in real time.

120+ CREWS TYPICALLY ACTIVE ACROSS THE NATION

8000+ INFRASTRUCTURE ASSETS UNDER CONTRACTS

50+ YEARS OF ASSET MAINTENANCE SERVICE

19 SERVICE CENTERS ACROSS THE UNITED STATES

600+ EMPLOYEES ACROSS THE UNITED STATES

To ensure our program will maintain the highest level of water quality and operational efficiencies, SUEZ will collaborate with City of Chiefland operators and managers to execute the services provided under the asset management program. The success of our program is driven by collaboration, where the City of Chiefland and SUEZ team together to maintain assets.



CAPABILITIES & TECHNOLOGY

SUEZ employs over 600 individuals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts in asset maintenance, project management and technology development. Full resumes for those providing service can be found on page **41.**



National Service Center Operations

Nineteen service centers are strategically located throughout the country to serve customers on a timely basis. These include locations in Florida, Georgia, North Carolina, Illinois, Indiana, Massachusetts, Michigan, Ohio, Wisconsin, Arkansas, Kansas, Texas and California. Teams include 115+ paint crews, both in-house and subcontractors, 30 field service crews, 42 certified welders and other qualified support teams.

The services provided to the City of Chiefland under the water tank asset maintenance program will be provided by trained and qualified SUEZ personnel. Our experienced and fully trained crews perform all visual and washout assessments, repairs, rehabilitation maintenance and painting services in accordance with the project specifications. NACE certified field personnel verify the blasting, priming and finish coat applications at critical phases to ensure compliance with specifications and high quality results. Our experienced crews manage and maintain over 8000 water assets for more than 4000 customers.

Florida and Georgia Service Centers

SUEZ owns and operates three (3) service centers located in close proximity of the City of Chiefland. The Tallahassee service center is 120 miles and 2 hours from Chiefland; the Lakeland, FL service center is 135 miles and 2.5 hours; and Perry, GA service center is 230 miles and 3.5 hours from Chiefland. The proximity of these centers allows our crews to provide rapid response times and timely execution of renovation projects. They manage and maintain the operability of over 1300 water storage tanks under our asset maintenance program in the Southeast region and perform hundreds of asset rehabilitations each year.

Service center manager Kevin Hamilton can be reached at 478-987-0906 or 800-822-0651.



NACE Certified Field Personnel

The SUEZ team of full-time certified field personnel hold credentials from both training, certifications and practical experience gained from work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process and monitor, check, measure, document and advise crews to ensure the work performed and completed meets the highest level of quality. Additionally, our team helps keep projects on-time and cost effective.

Inspector	Certification	Status
Shane Bell	#27553	Level 2
Ian Brady	#296911	Level 1
Doug Brandt	#17697	Level 2
Bob Budney	#12385	Level 1
Dan Burgess	#27552	Level 2
Brian Bymaster	#45506	Level 1
Billy Cobb	#27243	Level 1
Mike Cooke	#22321	Level 1
Marquis Cuffee	#47623	Level 1
Kirt Ervin	#17354	Level 3 – Certificated
Tony Garner	#17359	Level 2
Geoffrey Hall	#10144	Level 3 – Certificated
Kevin Hamilton	#1209100	Level 1
Bill Hammond	#7839	Level 3 – Certificated
Craig Henderson	#27245	Level 3 - Certificated
Gene Holder	#27247	Level 3 - Certificated
Daren Jackson	#5084	Level 3 – Certificated
Kurt Kwiatkowski	#57908	Level 2
Tony Kyne	#27559	Level 2
Kenneth Lunetta	#3199	Level 3 – Certificated
Dean Marantis	#25334	Level 1
Bob Mattey	#51737	Level 1
Jamie Mays	#6754	Level 3 – Certificated
Chad Merithew	#8874	Level 2
David Merithew	#3201	Level 1
Angelo Missos	#25335	Level 3 - Certificated
Bryan Morrow	#9135	Level 3 – Certificated
Mark Paul	#17706	Level 2
Clint Pritchard	#17409	Level 3 – Certificated
Brian Raddle	#50484	Level 2
Jeff Simpkins	#24842	Level 3 - Certificated
Andrew Smith	#27253	Level 3 - Certificated
Justin Styslinger	#66003	Level 1
John Sullivan	#1275	Level 1
Travaris Veal	#690896	Level 1
Rob Weaver	#17372	Level 3 – Certificated
Cliff Wheeler	#63367	Level 1
Brad Winkeler	#27255	Level 3 - Certificated
Michael Winkeler	#27565	Level 2

Water System Consultants

Our water system consultants are unmatched in their experience and knowledge in the potable water and asset management industry, as well as the regions they service. Water system consultants live in their respective territories and specialize in the water system issues and challenges facing the communities they serve. **Stephen Calhoun**, dedicated water system consultant for Florida, is available for project consultation, to answer questions, provide information about other services and serve as a constant resource in all aspects of water systems, maintenance and asset management for the City of Chiefland.



Management Team

Our management team includes highly experienced individuals in the potable water and asset maintenance industry and experts in their respective fields. **Karl Nelson**, Director of Operations for the South Region, has over 24 years of experience in asset management. Karl works directly with service center managers and inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program, as well as provide his expertise and support directly to customers. Vice President of Operations **Don Belcher** has over 30 years of experience in the industry and degree in engineering from the Georgia Institute of Technology. Vice President of Line of Business Operations **Jonathan Cato** has over 15 years of experience in the water tank asset management industry and also holds a degree in engineering from the Georgia Institute of Technology. **David Forrester**, Vice President of Sales for the South Region, has over 15 years of experience in asset management and holds a degree in Civil Engineering from the Georgia Institute of Technology.

Engineering

The engineering team, under the direction of Jason Saylor, P.E., serves as the technical resource and provides engineering support for all areas of our asset management programs. The engineering staff has over 30 years of combined experience in the evaluation and maintenance of water infrastructure assets and treatment facilities. In addition, the staff provides specific project support through the development of technical engineering documents that may be required for the delivery of projects, such as permitting for regulatory compliance, technical installation details and plans needed to implement maintenance services.

ENGINEERING DEPARTMENT	
Jason Saylor, PE BS Civil Engineering, Penn State University	Director of Engineering
Donnell Duncan, PE, SE BSCE Georgia Tech, MSCE Georgia Tech	Professional Structural Engineer
Petar Kovacevic BS Civil Engineering Technology, Southern Polytechnic State University	Staff Project Engineer

Associated Equipment

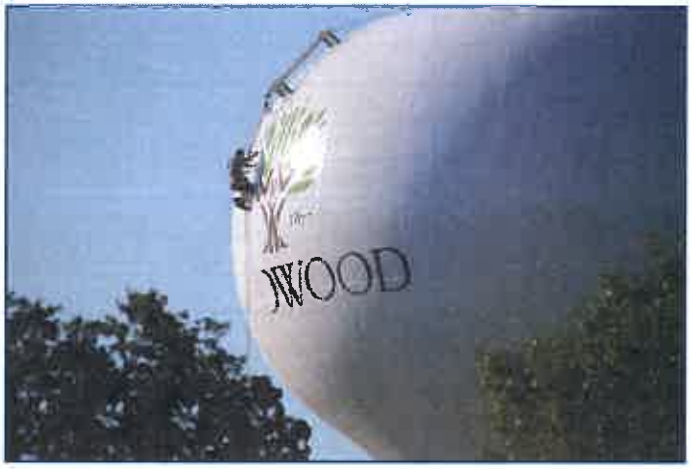
Our service centers perform on average 1,200 major water tank renovations annually, including approximately 100 lead abatement projects. The scale and magnitude of these projects require significant and varied resources to ensure high quality results. Our available equipment includes T.E.P.E. drape/ containment systems, 40,000 cfm dust collectors, flatbed trailers, welding equipment and various other types of equipment listed in the table below. The availability of vast equipment resources allows SUEZ to complete any size project efficiently and with the high quality results expected from our customers.

Equipment	Quantity
40,000 CFM Dust Collectors	10
Titan Industrial Vacuum Systems	8
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	7
22 tons Bulk Abrasives Transport Trailers	40+
Road Tractors	15
Rail Cars for Bulk Abrasives Transport	9
Service Trucks	100+
Steel Grit Blast Units	10
Robotic Blast Units	5

Customer Service

Timely support is critical to the successful management of water system assets. With nearly 50 years of combined experience working with SUEZ customers, our team of dedicated customer service representatives specializes in supporting municipal and industrial water system customers. To provide optimal support, each representative manages a specific region and specializes in the regulations, requirements and environmental factors unique to the states in those regions. They provide periodic financial information based on each customer's fiscal year to provide assistance with budget planning and serve as the point of contact for emergency repairs and service requests outside of regularly scheduled maintenance. Customer service representatives also provide inspection reports and service records, contract documents, insurance and safety information and other documentation to assist customers with regulatory reporting and compliance.

Teresa Wood and **Joni Hollon**, customer service representatives dedicated to the South region, have worked with SUEZ as customer service representatives for three and 15 years, respectively, and will serve as dedicated customer service representatives for the City of Chiefland. Their experience and expertise allow them provide customized support and effective solutions. Teresa can be reached at 866-919-3471 and Joni can be reached at 800-568-6043.





ASSET MAINTENANCE PROGRAM

SUEZ has conducted full condition assessments of the City of Chiefland water storage tank assets. The purpose of these condition assessments is to determine the condition of the coatings and structure, and evaluate the tank for compliance with current sanitation guidelines, safety and security regulations and guidelines in accordance AWWA, EPA, NSF, OSHA and SSPC standards. The following are descriptions of the assessments and maintenance that will be performed to maintain the City of Chiefland water storage tank and other services provided by the SUEZ full service asset maintenance program.

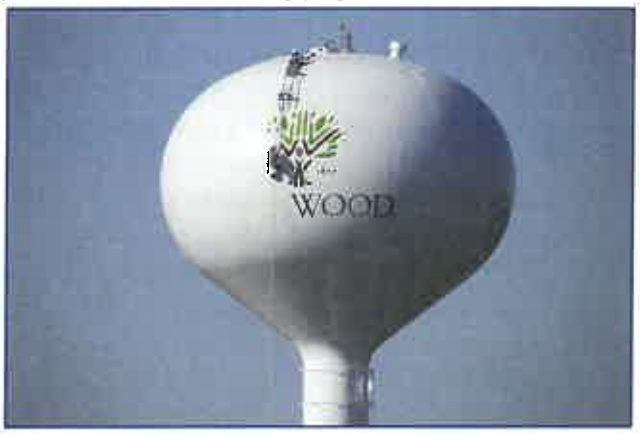
The SUEZ tank maintenance program focuses on maintaining assets through preventative maintenance. Annual condition assessments allow us to continually monitor the condition of each tank and establish a renovation and repair schedule to ensure the highest level of protection is continually provided. Unlike other maintenance programs that adhere to a set contracted schedule regardless of tank condition, our method of regular assessments and maintenance allows us to continually assess tank interiors and exteriors and schedule renovations for when they are actually needed, providing peace of mind assets are protected.

Regular and Systematic Maintenance

Peace of mind comes from the consistent evaluation of tank conditions. Detailed assessment of the safety, sanitary, structure, security and coatings conditions during annual assessments allows us to prevent a problem before it occurs and make necessary repairs as needed. The regular maintenance provided by our asset maintenance program is critical to preventing failures before they occur, extending the life of your asset and ensuring long-term operational success.

The City of Chiefland tanks will undergo annual assessments in accordance with the specified scope of work under the service agreement, alternating between visual and washout assessments. Any required touchups that can be completed during assessments will be completed to keep costs low and maintain tanks at a higher level of efficiency. Our service center teams will work with the City of Chiefland representatives to schedule assessments, repairs and ongoing maintenance work. Our team of dedicated customer service representatives is also available to schedule emergency services and repairs.

A detailed annual condition assessment report, including photographs, will be provided to the City of Chiefland after completion of each assessment, ensuring operational awareness and continued success. Reports also provide the necessary documentation to meet state and regulatory compliance for assessments and water storage asset conditions and can be provided to the City via electronic copy, hard copy or both. The process for each type of annual assessment performed on the SUEZ water tank asset maintenance program is explained on the following pages.



Visual Assessments

Visual assessments ensure potential issues are detected early on and any preventative maintenance work is completed as soon as possible. A standard visual assessment determines:

- Conditions of the exterior and interior coatings
- Verification of compliance with all safety and sanitary regulations
- Condition of the tank structure and components
- Functionality of all security measures in place to protect tank
- Need for repairs and maintenance

The visual condition assessment report includes documentation of any work completed during the assessment, photographs of exterior coatings, logo, screens, access points and visible areas of the foundation to provide customers a full understanding of the asset condition. The report also identifies any need for immediate repairs, coating touch-ups or other preventative maintenance work.



Washout Assessments

Washout assessments include the cleaning and disinfecting of tanks to maintain superior water quality and operational efficiency. A standard washout assessment includes all elements of the visual assessment with the addition of the following:

- The tank is isolated and completely drained, allowing for the interior condition to be evaluated fully. We provide multiple solutions to our customers to minimize service disruption and maintain minimum flows during washout assessments and other scheduled maintenance, including pressure relief valves, VFD controls & temporary water storage units.
- The interior floor and walls of the tank are cleaned using a pressure washer and chemical cleaning agent TC1 to remove all mud, silt, inorganic deposits, biofilm, sediment and staining on the interior of the tank.
- The assessment and evaluation of the interior and exterior of the tank include safety, sanitary, structural, security and coatings condition assessments.
- The interior coating is evaluated for appearance, adhesion, dry film thickness, coating condition, protective qualities and percentage of deterioration.
- After the interior assessment is complete, the tank is disinfected in accordance with AWWA C652. The tank is then sealed and made ready for service.

The washout condition assessment report includes documentation of work completed during the assessment, photographs of the interior before and after washout, interior and exterior coatings, logo, screens, access points and visible areas of the foundation to provide customers a full understanding of the asset condition. The report also identifies any need for immediate repairs, coating touch-ups or other preventative maintenance work.

Exterior and Interior Renovations

SUEZ representatives will work with City of Chiefland managers and operators to plan upfront asset rehabilitation services to bring the asset into baseline condition both structurally and operationally per applicable AWWA, EPA, NSF, OSHA and SSPC standards. Dependent on the overall condition of the asset, this includes the installation of updated safety and security features, chemical cleaning, structural repairs, interior and exterior coating repairs, disinfection and installation of active mixing systems. Undergoing an upfront renovation brings water tanks into optimum condition, maximizing performance and ensuring assets retain their value.

As part of the asset maintenance program, our customers have the ability to spread the cost of major upfront renovations over an extended period of time, helping them with long-term financial stability, predictable costs and budget planning. We work with our customers to evaluate the unique needs of their budget and provide sustainable solutions, both operationally and financially.

Perpetual Tank Protection

Asset management from SUEZ goes beyond preventative maintenance, assessments and rehabilitation work to provide a comprehensive solution for managing all aspects of your asset. We are committed to protecting your asset in every aspect, including emergency repairs and security.

Emergency Services

We complete emergency repairs and maintenance beyond repairs identified during annual assessments at any time. Emergency repairs are covered under the SUEZ Asset Maintenance Program at no additional cost to the owner.

- Emergency (crucial) repairs are completed within 48 hours of notice.
- Unsightly graffiti is scheduled for repair as soon as possible.
- Offensive graffiti is considered an emergency repair.

Security Measures

Preventing access by intruders and pests is critical to the protection, condition and water quality of your assets. The installation and maintenance of ladder anti-climb devices, roof hatch locks and the security of all other access points is included in our asset maintenance program. The regular maintenance and replacement of screens on vents and overflow valves to prevent unwanted intrusion by insects, bugs, birds and other pests is also covered under the program.



SUEZ People Are Trained For Safety

We work in a dangerous environment and recognize safety is critical to our success and to the well-being of our employees. At SUEZ, safety is the top priority for our management team. **Rob Weaver**, Director of Safety and Health, leads our program, and when necessary we engage The Lovelace Group for specific project consulting. Rob is responsible for ensuring projects are in compliance with state and regulatory safety standards, as well as providing safe conditions for the safety of the crew and public. Rob's experience spans 20+ years, with over five years in tank building and painting and over 15 years in safety and fall protection. Rob is a NACE Level 3 Certificated inspector and is SSPC C-3 and C-5 certified.

All employees climbing and working on tanks are required to attend our 40-hour annual training program and pass exams on the following topics:

- Confined Space
- Electrical Safety
- First Aid
- Hazard Communication
- Noise Protection
- Respiratory Protection
- Vehicle Safety
- CPR Techniques
- Fall Protection
- Flammable Liquids
- Lead Exposure
- Radio Frequency Safety
- Toxic Metal Health Hazards
- Working over Water

The SUEZ Safety Program is a 300+ page printed document. A digital copy (USB drive) is included with this proposal. The 'methods for handling and disposing of hazardous wastes' are addressed by the Hazard Communication Program and the Materials Handling, Storage, Use and Disposal Program. It is the policy of SUEZ Advanced Solutions to protect its employees and customers with safe work practices and to manage materials in a safe, orderly and effective manner by enforcing safe work practices and appointing persons to manage materials, handling, storage, use and disposal.

Per the EPA Resource Conservation & Recovery Act (RCRA) and regulations pertaining heavy metal testing, the spent abrasive media from renovation work shall be tested per the TCLP-8 heavy metals mandate. Once test results confirm waste is non-hazardous, the spent abrasive shall be disposed of properly and safely.

We adhere to all OSHA confined space requirements pertaining to three (3) man crews as specified by OSHA Subpart AA, revised August 2015. All employees working in water storage tanks, which are defined as confined space conditions by OSHA, are fully trained in these procedures and abide by these regulations.

We also adhere to all OSHA confined space requirements pertaining to internal atmosphere monitoring. Prior to crew members entering confined space, the internal atmosphere is tested using a calibrated direct-reading instrument for oxygen content, flammable gasses and vapors, and for potential toxic air contaminants, in that order. No hazardous atmosphere is permitted within the space whenever an employee is inside the space. Crews follow continuous forced air ventilation procedures and continuously monitor the atmosphere within the confined space throughout the course of work.

Quality

All work, surface preparations and coatings applied are completed in accordance with:

- Manufacturer's recommendations
- OSHA (Occupational Safety & Health Administration) regulations
- SSPC (Society of Protective Coatings) standards
- AWWA D100 and AWWA D102 specifications
- ANSI/NSF Standard 61 requirements

All work will be completed in adherence with all federal and state AWWA, EPA, NSF and OSHA standards, Florida Department of Environmental Protection (DEHNR) standards, as well as all State of Florida rules and regulations pertaining to potable water storage tanks and safe drinking water. We provide our customers ongoing support and direction to meet these changing environmental regulations.



Insurance Requirements

The magnitude and scope of major renovation projects, as well as the number of crews and staff, requires the need for considerable insurance resources. SUEZ utilizes one of the most reputable names in the industry – Marsh USA Inc. Notably, our professional and pollution liability coverage is $10,000,000 and excess/umbrella coverage is $20,000,000, both unmatched in the industry. Per the RFP specifications, we meet or exceed all the requested coverage amounts. A sample copy of our insurance certificate can be found on page **48** of this document.





SCHEDULE OF WORK AND PRICING

The following section details the schedule of work and pricing for the asset maintenance program created for the City of Chiefland water storage tank assets per the RFP specifications and schedule of work provided. This program is based on our initial condition assessments as well as our experience and knowledge of coating life-cycles and preventative maintenance. All costs of maintenance are included in the agreement. As part of the SUEZ Asset Maintenance Program, our customers have the ability to spread the cost of renovations and rehabilitation, providing long-term financial stability, operational sustainability and asset protection to our customers. The sample contract is included with the proposal submission.

The SUEZ tank asset maintenance program assumes all risk and responsibility for assets and focuses on maintaining assets through performance of preventative maintenance. Our annual condition assessments allow us to continually monitor the condition of each tank and establish a renovation and repair schedule that ensures the highest level of protection is provided. Unlike other maintenance programs that adhere to a set contracted schedule regardless of tank condition and allow crucial repair issues to persist, our method of regular assessments and preventative maintenance allows us to continually assess tank interiors and exteriors and schedule renovations for when they are actually needed, providing peace of mind your assets are protected.



PROPOSING COMPANY NAME AND ADDRESS

Company Name: SUEZ Advanced Solutions/Utility Service Co., Inc.
Company Address: 1230 Peachtree St. NE, STE 1100, Atlanta, GA 30309

PROPOSAL SHEET

All Rates Expressed as Annually

Pricing sheet submission for all water towers and chlorine vessel management for a Ten (10) year contract.

	Cost for all tanks and chlorine vessels
Year 1	$ 21,460
Year 2	$ 12,033
Year 3	$ 19,587
Year 4	$ 39,074
Year 5	$ 74,042
Year 6	$ 11,642
Year 7	$ 24,540
Year 8	$ 12,231
Year 9	$ 14,303
Year 10	$ 97,164
Cost of total 10 years	$ 326,075

10

Annual Work Schedule Plan

The proposers schedule of work to be performed in a given year for each the tank and/or vessel.

Year 1

Well # 1: washout assessment was performed earlier in 2017

Well # 2: interior and exterior renovation was performed in 2016; visual assessment performed earlier in 2017

Well # 3: exterior renovation was performed in 2016; washout assessment performed earlier in 2017

10,000 well #1: washout assessment and pressure wash exterior

15,000 pressure vessel well #3: visual assessment performed earlier in 2017 and washout 2016

15000 pressure vessel well #4: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3; interior renovation per SSPC-SP10, 2 coat NSF epoxy

Year 2

Well # 1: washout assessment

Well # 2: washout assessment

Well # 3: visual assessment

10,000 well #1: visual assessment

15,000 pressure vessel well #3: washout assessment

15000 pressure vessel well #4: visual assessment

Year 3

Well # 1: visual assessment

Well # 2: visual assessment

Well # 3: washout assessment

10,000 well #1: interior renovation per SSPC-SP10, 2 coat NSF epoxy

15,000 pressure vessel well #3: visual assessment

15000 pressure vessel well #4: washout assessment

Year 4

Well # 1: interior renovation per SSPC-SP10, 2 coat NSF epoxy

Well # 2: washout assessment

Well # 3: visual assessment

10,000 well #1: visual assessment

15,000 pressure vessel well #3: washout assessment

15000 pressure vessel well #4: visual assessment

Year 5

Well # 1: visual assessment

Well # 2: visual assessment

Well # 3: interior renovation per SSPC-SP10, 2 coat NSF epoxy

10,000 well #1: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3; washout assessment

15,000 pressure vessel well #3: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3

15000 pressure vessel well #4: washout assessment

11

Year 6

Well # 1: washout assessment
Well # 2: washout assessment
Well # 3: visual assessment
10,000 well #1: visual assessment
15,000 pressure vessel well #3: washout assessment
15000 pressure vessel well #4: visual assessment

Year 7

Well # 1: visual assessment
Well # 2: visual assessment
Well # 3: washout assessment
10,000 well #1: washout assessment
15,000 pressure vessel well #3: interior renovation per SSPC-SP10, 2 coat NSF epoxy
15000 pressure vessel well #4: washout assessment

Year 8

Well # 1: washout assessment
Well # 2: washout assessment
Well # 3: visual assessment
10,000 well #1: visual assessment
15,000 pressure vessel well #3: visual assessment
15000 pressure vessel well #4: visual assessment

Year 9

Well # 1: visual assessment
Well # 2: visual assessment
Well # 3: washout assessment
10,000 well #1: washout assessment
15,000 pressure vessel well #3: washout assessment
15000 pressure vessel well #4: washout assessment

Year 10

Well # 1: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3
Well # 2: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3
Well # 3: exterior spot prime and overcoat prepped per SSPC-SP2 and SSPC-SP3
10,000 well #1: visual assessment
15,000 pressure vessel well #3: visual assessment
15000 pressure vessel well #4: visual assessment



CUSTOMER REFERENCES

SUEZ Advanced Solutions has completed over $600 million in water asset projects over the past five years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our customers and their water system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. We currently manage and maintain approximately 6000 water tanks under the SUEZ asset maintenance program. Below are just a few of our water tank asset maintenance program customers in the State of Florida.

SUEZ CUSTOMERS IN FLORIDA & THE SOUTHEAST



Tank Owner	State	Contact	Phone	Number of tanks	Contract start date
City of Bradenton	FL	Ricky Fullington	941-725-1267	6	1992
Town of Branford	FL	Robbie Lee	386-590-4562	2	1995
City of Carrabelle	FL	Keith Mock	850-251-9106	5	2001
City of Crestview	FL	Vincent Knecht	850-682-6132 ext 111	4	2009
City of Delray Beach	FL	Victor Majpenyi	561-243-7328	1	2003
Destin Water Users	FL	Judd Mooso or Paul Reese	850-837-6146	5	1995
Indian River County Utilities	FL	Terry Southard	772-473-0906	9	2007
Manatee County Public Works	FL	Kirk Cameron	941-746-3020	19	1998, 2014
City of Newberry	FL	Jamie Jones	352-472-1537	7	1990
City of Palm Coast	FL	Jim Hogan	386-986-2374	13	1988
City of Palatka	FL	Melvin Register	386-329-0144	1	1993
City of St. Marks	FL	Zoe Mansfield	850-925-6224	1	2002
South Walton Utility District	FL	Joe Ream	850-837-2988	4	1994
City of Trenton	FL	Taylor Brown	352-463-4000	1	1998
Holley Navarre	FL	Clint Wells	850-565-0447	7	1994



CONCLUSIONS

This document describes SUEZ Advanced Solutions in terms of our organizational structure with a focus on the products and services provided to our customers – owners and operators of potable water systems. This description acknowledges our team, who makes our business function, together with the resources available to our valued customers.

SUEZ is uniquely positioned to continue providing the City of Chiefland with the highest quality water storage tank maintenance and asset management program available. Our focus on providing the most comprehensive, cost-effective and sustainable services to our customers have made us leaders in the asset management and potable water industry. Our maintenance programs provide long-term structured and financially sustainable solutions with no unplanned expenditures and provide one source of responsibility for all service, repairs and maintenance. Our team of experts, resources and capabilities provide the support our customers need.

Our team is backed by our parent company and international leader in the water industry, SUEZ Environment, which generated over $17 billion in revenue in 2015 and invests $80 million in research and innovation. We are committed to delivering the most innovative, sustainable and effective asset management solutions to our customers to improve their water systems, assets and the well-being of their communities. Our reputation is built on reliability; our expertise is built on experience. Over 4000 municipal and industrial customers in the U.S. trust us to manage and maintain their most important water resources and assets. Together with SUEZ, let us build your comprehensive water management system on a foundation of continuous improvement and innovation.

We look forward to meeting with the City of Chiefland in anticipation of discussing our qualifications, competencies and project details. We welcome questions or comments, as well as the opportunity to elaborate on our capabilities.

Please direct any questions to:

Stephen Calhoun
Florida Water System Consultant
SUEZ Advanced Solutions
(478) 960-1066
scalhoun@utilityservice.com

Wayne Behrsin
Director of Sales - South Region
SUEZ Advanced Solutions
(478) 988-5230
wbehrsin@utilityservice.com

David Forrester
Vice President of Sales - South Region
SUEZ Advanced Solutions
(478) 988-5246
dforrester@utilityservice.com

Utility Service Co., Inc.
1230 Peachtree Street NE, Suite 1100
Atlanta, Georgia 30309

City of Chiefland

~ The Gem of the Suwannee Valley ~

Betty J. Walker	Chris Jones	Teresa Barron	Rollin Hudson	Donald Lawrence
Mayor	*Vice Mayor*	*Commissioner*	*Commissioner*	*Commissioner*

Confirmation of Inspection

On the date of May 2, 2017 the company SUEZ (Utility Service Co.,Inc.) came and inspected the tanks and Chlorine vessels for RFP-SS-17-01. The City of Chiefland Water and Facilities Manager Shane Keene accompanied SUEZ(Utility Service Co.,Inc.) personal in the inspection process.

X Shane

Shane Keene
Water and Facilities Manager City of Chiefland

214 East Park Avenue, Chiefland, Florida 32626 * (352) 493-6711 * Facsimile (352) 493-6714 * cityhall@chieflandfla.com

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Utility Service Co., Inc. (name of business) does:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

01/20/2017
Date

EY
Building a better working world

Report of Independent Auditors

To the Board of Directors and Stockholders
Utility Service Co., Inc.

We have audited the accompanying financial statements of Utility Service Co., Inc., which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of operations, changes in stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Utility Service Co., Inc. at December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

June 10, 2016

Utility Service Co., Inc. and Subsidiaries

(a wholly-owned subsidiary of USG GA, LLC)

Financial Statements
Years Ended December 31, 2015 and 2014
With Independent Auditors' Report

Utility Service Co., Inc. and Subsidiaries
(a wholly-owned subsidiary of USG GA, LLC)

Financial Statements

December 31, 2015 and 2014

Contents

Independent Auditors' Report 1

Financial Statements:

- Balance Sheets 2
- Statements of Operations and Retained Earnings 3
- Statements of Cash Flows 4
- Notes to Financial Statements 5-20

Utility Service Co., Inc. and Subsidiaries
(a wholly-owned subsidiary of USG GA, LLC)

Balance Sheets
(in thousands of dollars)

	December 31	
	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$ 2,399	$ 357
Accounts receivable, less allowance of $231 and $160	18,970	17,319
Contract receivables	60,052	52,131
Deferred tax assets	23,003	22,083
Prepaid, inventory and other current assets	5,734	3,670
Total current assets	110,158	95,560
Property, plant and equipment, net	9,871	6,112
Non-current assets:		
Contract receivables, net of current portion	41,123	38,868
Due from Affiliates	29,099	47,994
Intangibles, net	47,693	48,813
Goodwill	170,226	165,865
Investment in stock - at cost	2,000	2,000
Deferred tax assets, net	25,998	34,346
Other	1,556	1,550
Total non-current assets	317,695	339,436
Total assets	$ 437,724	$ 441,108
Liabilities and Member's Equity		
Current liabilities:		
Deferred rent, current portion	119	$ 88
Accounts payable and accrued expenses	15,481	13,598
Income tax payable	369	8,653
Deferred revenue, current portion	63,997	58,663
Total current liabilities	79,966	81,002
Non-current liabilities:		
Deferred revenue, net of current portion	128,869	130,733
Deferred rent, net of current portion	107	227
Total non-current liabilities	128,976	130,960
Total liabilities	208,942	211,962
Commitments and contingencies		
Member's Equity	228,782	229,146
Total liabilities and stockholder's equity	$ 437,724	$ 441,108

The accompanying notes are an integral part of these financial statements.

Utility Service Co., Inc. and Subsidiaries
(a wholly-owned subsidiary of USG GA, LLC)

Statements of Operations and Retained Earnings
(in thousands of dollars)

	Years Ended December 31	
	2015	2014
Revenues	$ 132,945	$ 111,685
Costs and expenses:		
Operating expenses	106,491	86,251
Selling, general and administrative expenses	21,496	21,859
Depreciation and amortization	3,365	3,017
Total costs and expenses	131,352	111,127
Income from operations	1,593	558
Other income (expense):		
Interest income	35	74
Interest expense	(215)	(4)
Other income	64	7
Total other income	(116)	77
Income before provision for income taxes	1,477	635
Provision for income taxes	1,841	2,932
Net income (loss)	$ (364)	$ (2,297)
Member's equity, beginning of year	$ 229,146	$ 231,443
Net loss	(364)	(2,297)
Member's equity, end of year	$ 228,782	$ 229,146

The accompanying notes are an integral part of these financial statements.

Utility Service Co., Inc. and Subsidiaries
(a wholly-owned subsidiary of USG GA, LLC)

Statements of Cash Flows
(in thousands of dollars)

	Years Ended December 31	
	2015	2014
Cash flows from operating activities:		
Net income (loss)	$ (364)	$ (2,297)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	3,365	3,017
Bad debt expense	-	11
Gain on sale of property, plant and equipment	(62)	(6)
Deferred income taxes	7,210	(7,543)
Changes in assets and liabilities:		
Accounts receivable	(453)	(10,234)
Due to (from) Affiliates	18,895	1,178
Contract receivables	(10,054)	(7,001)
Prepaid, inventory and other current assets	(1,090)	(184)
Accounts payable and accrued expenses	1,619	2,692
Deferred rent	(89)	(54)
Income tax payable/receivable, net	(8,198)	10,790
Deferred revenue	3,470	11,184
Other	(6)	(533)
Net cash provided by operating activities	14,243	1,020
Cash flows from investing activities:		
Acquisitions of property, plant and equipment	(4,830)	(1,768)
Acquisition of assets (net of cash received)	(7,581)	-
Proceeds from sale of property, plant and equipment	210	58
Net cash used in investing activities	(12,201)	(1,710)
Increse (decrease) in cash	2,042	(690)
Cash at beginning of year	357	1,047
Cash at end of year	$ 2,399	$ 357
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 215	$ 4
Cash paid for income taxes	$ (2,917)	$ (687)
Supplemental disclosure of non-cash investing and financing activities:		
Transfer of assets to affiliates	$ 1	$ -

The accompanying notes are an integral part of these financial statements.

1. Organization and Description of Business

Utility Service Co., Inc. and Subsidiaries (the "Company") provides water tank and well maintenance and repair services primarily to municipalities and local governments throughout the United States. The Company is a wholly-owned subsidiary of USG GA, LLC (the "Parent"), which is itself a wholly-owned subsidiary of Suez North America Inc. ("SNA").

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements have been prepared in conformity with the accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates included in the preparation of these financial statements relate to the recognition of revenue based on the ratio of costs incurred to the total estimated cost of a project, the establishment of the allowance for doubtful accounts, the useful lives of intangibles and property, plant and equipment, the recoverability of intangible assets, including goodwill, and the allocation of purchase consideration for business acquisitions based on the fair value acquired assets and liabilities.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

Concentrations of Credit Risk

Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of customers and their dispersion throughout many geographic locations. Allowances are provided based upon historical collection and experience factors, modified for variations in current trends.

2. Summary of Significant Accounting Policies (continued)

Accounts Receivable

Accounts receivable consist of trade receivables recorded at original invoice amount, less an estimated allowance for uncollectible accounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to receivables that are past due. Trade receivables are evaluated periodically for collectability based on past credit history with customers and their current financial condition. Changes in the estimated collectability of trade receivables are recorded in the Statements of Operations in selling, general and administrative expenses for the period in which the estimate is revised. Trade receivables that are deemed uncollectible are offset against the allowance for uncollectible accounts. The Company generally does not require collateral for trade receivables.

Contract Receivables

Contract receivables consist of unbilled receivables earned by year-end but not invoiced. All billings related to contract receivables are based on executed contracts with third parties.

Recent Accounting Pronoucements

Business Combinations

In September 2015, the FASB issued ASU 2015-16, "Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments", which requires that the cumulative impact of a measurement period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment is identified, with the prior period impact of the adjustment being disclosed within the consolidated financial statements. For non-public entities, the guidance is effective for annual periods beginning after December 15, 2016. The amendments should be applied prospectively to adjustments of initial amounts that occur after the effective date of this update, with earlier application permitted for financial statements that have not been issued. The Company believes the adoption of this guidance will not have a material effect on its consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

Recent Accounting Pronoucements (continued)

Consolidation

In February 2015, the FASB issued ASU "Consolidation (Topic 810): Amendments to the Consolidation Analysis". This update makes changes to both the variable interest model and the voting model. While the ASU is aimed at asset managers, it will affect all reporting entities involved with limited partnerships or similar entities. In some cases, consolidation conclusions will change. In other cases, reporting entities will need to provide additional disclosures about entities that currently are not considered Variable Interest Entities (VIEs), but will be considered VIEs under the new guidance when they have a variable interest in those VIEs. Regardless of whether conclusions change or additional disclosure requirements are triggered, reporting entities will need to re-evaluate limited partnerships or similar entities for consolidation and revise their documentation. For non-public companies the ASU is effective for annual periods beginning after December 15, 2016, and interim periods beginning after December 15, 2017. Early adoption is permitted, including adoption in an interim period. The Company believes the adoption of this guidance will not have a material effect on its consolidated financial statements

Revenue Recognition

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers (Topic 606)". The core principle of this update is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps: identify the contract(s) with a customer; identify the performance obligations in the contract; determine the transaction price; allocate the transaction price to the performance obligations in the contract; and recognize revenue when (or as) the entity satisfies a performance obligation. ASU 2014-09 supersedes the revenue recognition requirements in Accounting Standards Codification Topic No. 605, "Revenue Recognition," most industry-specific guidance throughout the industry topics of the accounting standards codification, and some cost guidance related to construction-type and production-type contracts. Companies may use either a full retrospective or a modified retrospective approach to adopt ASU 2014-09.

In August 2015, the FASB issued ASU 2015-14, "Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date", which defers the effective date of this update for one year, making it effective for annual periods beginning after December 15, 2018, with early adoption permitted for annual periods beginning after December 15, 2017. The Company is currently evaluating the potential impact of adopting this guidance on its consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

Recent Accounting Pronoucements (continued)

Going Concern

In August 2014, the FASB issued ASU 2014-15, "Presentation of Financial Statements — Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern", which requires management to evaluate, in connection with preparing financial statements for each annual and interim reporting period, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about an entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable) and provide related disclosures. ASU 2014-15 is effective for annual and interim periods beginning after December 15, 2016. Early adoption is permitted. The Company believes the adoption of this guidance will not have a material effect on its consolidated financial statements.

Prepaid, Inventory, and Other Current Assets

The Company's prepaid balances are primarily comprised of advances to subcontractors and certain commissions and bonuses paid to sales force employees that are deferred and recognized to expense in accordance with the ratio of costs incurred to the total estimated costs of the project. Inventory consists of materials and parts that are consumed as services are rendered under project contacts. The Company values its inventory using specific-dollar method and moving average costs. There are no material concentrations of inventory quantities or value and little risk of obsolescence.

Other current assets consist primarily of loans made to subcontractors for the purchase of equipment. Notes receivable may require collateral and may bear interest at market rates. Changes in the estimated collectability of the notes receivable are recorded in the allowance for doubtful accounts for the period in which the estimate is revised. Notes receivable that are deemed uncollectible are offset against the allowance for uncollectible accounts. The allowance amounted to $0.9 million and $0.5 million at December 31, 2015 and 2014, respectively.

2. Summary of Significant Accounting Policies (continued)

Property, Plant and Equipment

Property, plant and equipment are carried at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets ranging from 3 to 40 years. When assets are retired or otherwise disposed of, the cost and the related accumulated depreciation are eliminated from the accounts and the resulting gain or loss is reflected in the Company's Statements of Operations during the applicable period. Maintenance and repairs are charged to expense as incurred, and were $0.8 million and $0.6 million for the years ended December 31, 2015 and 2014, respectively. Improvements that extend the useful life of an asset are capitalized.

Due from Affiliates

Amounts due from affiliates result from the allocation to affiliate companies of revenue earned and costs incurred by the Company, as well as cash transfers between the Parent, the Company and affiliate companies. They are classified as non-current as they are not expected to be settled within 12 months from the balance sheet date.

Intangibles

Intangibles consist of customer contracts. Customer contracts consist of the fair value of contracts recognized at the time of the acquisition of USG GA, LLC by SNA. Customer contracts are amortized using the straight-line method over their estimated useful lives of 50 years. The Company evaluates the recoverability of these customer contracts annually based on the discounted expected future cash flows related to these contracts.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired. Goodwill and other intangible assets with indefinite useful lives are reviewed for impairment at least annually and whenever events or changes in circumstances indicate that goodwill might be impaired.

Any excess in carrying value over the estimated fair value is charged to results of operations. The Company determined that there was no impairment of goodwill as of December 31, 2015 and 2014.

2. Summary of Significant Accounting Policies (continued)

Impairment of Long-Lived Assets

The Company evaluates the recoverability of the recorded amount of long-lived assets, principally intangible assets with finite lives and property and equipment, whenever events or changes in circumstances indicate that the recorded amount of an asset may not be fully recoverable. An impairment is assessed when the undiscounted expected future cash flows derived from an asset are less than its carrying amount. If an asset is determined to be impaired, the impairment to be recognized is measured as the amount by which the recorded amount of the asset exceeds its fair value. Assets to be disposed of are reported at the lower of the recorded amount or fair value less cost to sell. The Company determines fair value using a discounted cash flow analysis or other accepted valuation techniques. The Company did not incur impairment of long-lived assets during the years ended December 31, 2015 and 2014.

Deferred Rent

Rent expense is being recognized on a straight-line basis over the term of the lease. The difference between rent expense recognized and rental payments, as stipulated in the lease, is reflected as deferred rent in the balance sheets. In addition, deferred rent also includes the landlord incentive on the portion of leasehold improvement cost, which is being amortized over the term of the lease.

Fair Value of Financial Instruments

The fair value of contract receivables that are considered financial instruments approximates their carrying value because of the current nature of these instruments.

Revenue Recognition

The Company's revenue is comprised of, but is not limited to, maintenance programs and upfront renovations, bid work, contract services, and negotiated sales.

Revenues for all contract types are recognized based on the ratio of costs incurred to the total estimated cost of the project. The Company's most material source of revenue is related to water tower maintenance program contracts, which are entered into for an indefinite period of time (providing payment of the annual fees is received, although the customer usually has the right to terminate the contract with notice), the revenue is also calculated in this way, based on a paint interior to paint interior maintenance cycle (approximately 14 year period). This estimate is variable and may fall outside the 14 year period timeframe. Costs incurred include direct costs, indirect cost and commissions.

2. Summary of Significant Accounting Policies (continued)

Revenue Recognition (continued)

Management performs a periodic review of their paint interior schedules based on several factors including the condition of the tanks, the availability of the tanks for painting, client's expectations and the availability of workforce. Following this review, management may decide to accelerate or postpone the paint interior scheduled in the coming years for tanks that are approaching the 14 year standard timeframe. As a result of this modification of paint interior schedules, the estimated margin on the paint interior to paint interior maintenance cycle in progress is changed with a direct impact on revenues recognized for the period. The impact on revenue, profit from operations and profit before provision for income taxes should be $2.5 million for both 2014 and 2015. The impact net of tax was approximately $1.5 million recorded as net profit for both 2014 and 2015.

The Company bills for certain services, notably maintenance programs, generally before the work is actually performed; therefore, the majority of deferred revenue consists of maintenance revenue which will be recognized in future periods as the work is completed.

See Note 3 for composition of the Company's sources of revenue.

Advertising Costs

The Company charges advertising costs to expense as incurred. Advertising costs were $0.2 million for both 2014 and 2015.

Income Taxes

The Company's taxable (loss) income is consolidated into the Parent that is included in SNA's consolidated federal income tax return with other affiliated entities. The tax allocated to the Company represents the tax, or credit in lieu of tax, including the effect of any excess tax deductions computed on a separate return basis. The balance sheets include $0.7 million and $7.5 million payable for federal income taxes to SNA at December 31, 2015 and 2014, respectively. The tax returns are subject to examination by taxing authorities, generally for three years after they are filed. As of December 31, 2015, the tax years 2014, 2013 and 2012 were subject to examination by taxing authorities.

2. Summary of Significant Accounting Policies (continued)

Income Taxes (continued)

Deferred taxes are computed using the asset and liability method. Under the asset and liability method, deferred income taxes are provided for all temporary differences between the financial statement and tax bases of assets and liabilities. Deferred revenues and contract receivables give rise to deferred tax assets and liabilities as a result of the difference between the methods used to account for certain contracts for tax and financial reporting purposes. Deferred tax liabilities are also created by differences between the tax basis and amortization periods used for tax and financial reporting purposes on property, plant and equipment, goodwill and customer contracts.

In accordance with the tax sharing agreement each subsidiary that joins in the consolidated tax return with SUEZ North America Inc and Subsidiaries is responsible for their share of any additional tax, interest and penalties on any redeterminations of tax as of a result of an audit.

On any uncertain tax positions that meet the criteria of disclosure a subsidiary is required to accrue for the additional tax interest and penalties that may be due as if there is redetermination of tax due to an audit.

The Company has reviewed its tax positions and has determined that any potential exposure related to uncertain income tax positions are immaterial and has no impact upon the financial statements.

3. Revenue

The Company generates revenue through several types of contract arrangements, as follows:

Maintenance Program	Utiity Service Co., Inc. (USCI) assumes all or part of the risk for maintaining an asset over a period of time. The contract usually has two phases: an upfront period where the asset undergoes an initial refurbishment and repayment by the customer is spread over a number of years, and the maintenance phase which maintains the asset going forward.
Bid Work and Negotiated Sale	USCI or sister companies respond to bid requests from an asset owner and is competing against other service providers or a proposal is submitted for work to an asset. Low bidder is usually awarded the contract. The contract is for a fixed value and ends once work is completed. No future risk is assumed.

3. Revenue (continued)

Contract Services	USCI contracts with an asset owner to perform a defined scope of work over a period of time. The contract is for a fixed term and value. Additional work is priced and added to the contract as a change order. No future risk is assumed.

4. Acquisitions

On July 1, 2015, the Company acquired 100% of the outstanding stock of Rowe Drilling Company, Inc. (RDC) and 100% of the Member Interests of Atlantic Turbine Pump, LLC (ATP) for cash consideration of $7.17 million and $1.28, respectively, resulting in $4.5 million of goodwill. Recognized goodwill pertains in part to the value of the expected synergies to be derived from combining the operations of the businesses which includes the value of the acquired workforce. The results of RDC and ATP operations have been included in the consolidated financial statements since that date. The acquisition extends the Company into water well constructions and rehabilitation and pump installation and repair.

Assets acquired and liabilities assumed were recorded at estimated fair value as of the transaction date, and the net adjustment was as follows:

Assets acquired:	
Cash	$ 182
Accounts receivable	1,198
Contract receivables (current and non-current)	122
Inventories	867
Other current assets	107
Property and equipment, net	1,323
Income Tax Receivable	86
Total assets acquired	3,885
Liabilities assumed:	
Accounts payable and accrued expenses	265
Deferred Revenue	-
Net deferred income taxes (current and non-current)	218
Total liabilities assumed	483
Net assets acquired	$ 3,402

4. Acquisitions (continued)

Cash payments per the purchase agreement	$ 8,441
Working capital adjustment	(860)
Total purchase price	$ 7,581

5. Goodwill and Other Intangibles

The goodwill recorded on the Company's balance sheets corresponds to the excess of the purchase price paid over the fair value of amounts assigned to assets acquired and liabilities assumed. Management elected to push down the purchase price to the Parent and its subsidiaries (including the Company), i.e. used to establish a new accounting basis in the subsidiaries' financial statements.

Goodwill consisted of the following at December 31, 2015 and 2014:

	2015	2014
Beginning Goodwill	$ 165,865	$ 165,865
Goodwill - RDC & ATP acquistion	4,361	
Ending Goodwill	$ 170,226	$ 165,865

Other intangibles consisted of the following at December 31, 2015 and 2014:

	Gross Carrying Amount	Accumulated Amortization	Net Amount	Intangible Useful Lives (in Years)
2015				
Customer contracts	$ 56,000	$ (8,307)	$ 47,693	50
2014				
Customer contracts	$ 56,000	$ (7,187)	$ 48,813	50

Amortization expense for intangible assets having finite lives was $1.1 million for the years ended December 31, 2015 and 2014.

5. Goodwill and Other Intangibles (continued)

As of December 31, 2015, the future amortization of other intangibles was as follows:

2016	$ 1,120
2017	1,120
2018	1,120
2019	1,120
2020	1,120
Thereafter	42,093
	$ 47,693

Goodwill and other intangibles are deductible for tax purposes over 15 years.

6. Investment in Stock – at cost

On October 31, 2011, the Company acquired 15.7% or 1,413,228 shares of Series C Convertible Preferred Stock of PAX Water Technologies, Inc., a private company.

The Company's investment in the stock is accounted for using the cost method. The investment was recorded at $2.0 million as of December 31, 2015 and 2014. Due to the fact that the investments are in a private company, the Company is exempt from estimating the fair value on an annual basis. The Company is required to estimate the fair value if there has been an identifiable event or change in circumstance that may have a significant adverse effect on the fair value of the investment.

The Company concluded that no other-than-temporary impairment losses existed at December 31, 2015 and 2014. In making this determination, the Company evaluates its investment for any other-than-temporary impairment on an annual basis considering all available evidence, including changes in the general market conditions, specific industry and individual entity data, and the financial condition and any near term prospects of the entity issuing the securities.

7. Property, Plant and Equipment

Property, plant and equipment consisted of the following at December 31, 2015 and 2014:

	2015	2014
Leasehold improvement	$ 381	$ 348
Equipment	13,185	9,045
Vehicles	4,961	3,765
Furniture, fixtures and office equipment	2,776	2,552
Property, plant and equipment, gross	21,303	15,710
Less accumulated depreciation	11,432	9,598
Property, plant and equipment, net	$ 9,871	$ 6,112

Depreciation of property and equipment was $2.2 million and $1.9 million for the years ended December 31, 2015 and 2014, respectively.

8. Related Parties Transactions

In the regular course of business, the Company provides services to companies under common control ("affiliates"). For the years ended December 31, 2015 and 2014, the Company had revenue of $1.4 million and $1.1 million, respectively, from transactions with its affiliate. Included in accounts receivable at December 31, 2015 and 2014 was $0.5 million and $0.4 million, respectively, due from its affiliates related to these transactions.

PAX Water Technologies, Inc. (PAX) is engaged in the production of and marketing of energy-efficient mixing systems based on impeller technology for potable water applications. (See Note 6). The Company provides services to PAX. For the years ended December 31, 2015 and 2014, the Company had revenues of $0.12 million and $0.005 million, respectively, from these transactions. Included in accounts receivable at December 31, 2015 and 2014 were $0.1 million and zero, respectively, due from PAX.

During 2015 and 2014, the Company paid PAX $4.6 million and $4.2 million, respectively, for equipment, royalties, and commissions. Included in accounts payable at December 31, 2015 and 2014 were $0.56 million and $0.14 million, respectively, due to PAX.

In the regular course of business, the Company's affiliates provide services, equipment and royalties to the Company. For the years ended December 31, 2015 and 2014, the Company incurred costs of $2.4 million and $1.2 million, and at December 31, 2015 and 2014 had $1.5 million and $0.03 million accounts payable to its affiliates.

8. Related Parties Transactions (continued)

At the years ended December 31, 2015 and 2014, the Company showed due from affiliates of approximately $29 million and $48 million, respectively. These result from the allocation to affiliate companies of revenue earned and costs incurred by the Company, as well as cash transfers between the Parent, the Company and affiliate companies. They are classified as non-current as they are not expected to be settled within 12 months from the balance sheet date.

9. Employee Benefit Plan

The Company's employees participate in a defined contribution profit sharing plan sponsored by the Company, which provides benefits to all of the employees of the Company who meet minimum age and length of service requirements. This plan has a provision to allow employees to contribute to the plan in the form of voluntary salary deductions. Contributions from the Company on behalf of participants are discretionary. For the years ended December 31, 2015 and 2014, the Company contributed $0.08 million and zero, respectively, to the plan.

10. Income Taxes

Income Tax Expense (Benefit)

Benefit from income taxes included in the Statements of Operations for the years ended December 31, 2015 and 2014 consisted of the following:

	2015	2014
Current:		
Federal	$ 4,929	$ (865)
State	509	46
Total current	5,438	(819)
Deferred:		
Federal	(3,332)	1,284
State	(265)	2,467
Total deferred	(3,597)	3,751
Total provision for (benefit from) income taxes	$ 1,841	$ 2,932

10. Income Taxes (continued)

Deferred Income Tax Assets and Liabilities

Deferred tax assets (liabilities) included in the balance sheets were comprised of the following at December 31, 2015 and 2014:

	2015	2014
Current deferred tax assets:		
Deferred revenues	$ 24,552	$ 22,743
Prepaid expenses	(1,086)	(630)
Accrued other	640	740
Allowance for doubtful accounts	59	62
Total current deferred tax assets	24,165	22,915
Current deferred tax liabilities:		
Contract receivables	(1,162)	(832)
Total current deferred tax liabilities	(1,162)	(832)
Net current deferred tax assets	$ 23,003	$ 22,083
Non-current deferred tax assets:		
Deferred revenues	$ 49,701	$ 50,809
Federal & State NOLs	173	-
Total non-current deferred tax assets	49,874	50,809
Non-current deferred tax liabilities:		
Goodwill	$ (13,034)	$ (7,193)
Contract receivables	(2,575)	(2,157)
Customer contracts	(7,143)	(6,426)
Property, plant and equipment	(1,125)	(688)
Accrued other	1	1
Total non-current deferred tax liabilities	(23,876)	(16,463)
Net non-current deferred tax assets	$ 25,998	$ 34,346
Total	$ 49,001	$ 56,429

11. Commitments and Contingencies

Operating Leases

The Company leases its Atlanta, GA headquarter office under an operating lease expiring in 2017. This lease agreement provides for the Company to pay a stated minimum annual rent and proportionate percentage of increases in operating expenses. Also, a landlord improvements allowance was provided to be applied toward reimbursement of the costs incurred by the Company for preparation of the headquarters. Deferred rent was recognized to allocate the benefit of these improvements throughout the remaining term of the lease. In addition, the Company leases other office space, equipment and vehicles under non-cancelable operating leases expiring through January 2021.

The future minimum rental payments required under operating leases that have initial or remaining non-cancellable lease terms in excess of one year are as follows:

2016	$ 1,957
2017	1,523
2018	655
2019	353
2020	144
Thereafter	6
	$ 4,638

Total rent expense for all operating leases, which includes month-to-month arrangements relating to office leases, was approximately $2.6 million in 2015 and $2.2 million in 2014.

Legal Matters

The Company is routinely involved in legal actions arising in the ordinary course of its operations. The Company has accrued $1.4 million and $1.5 million as of December 31, 2015 and 2014, respectively, to cover potential losses arising from insurance claims and/or litigations. In the opinion of management, none of the matters above these accruals will have a material adverse impact on the Company's financial position or results of operations.

12. Subsequent Events

The Company has evaluated subsequent events through June 9, 2016 the date the financial statements were available for issuance.

Purchase of Caldwell MP Contracts on March 10, 2016 for $0.5 million. Additional assigned Caldwell MP Contracts were purchased on April 15, 2016 for $0.02 million.

Jonathan Cato

Vice President of Tank and Concrete Services

Areas of Specialization

- Steel Tank Asset Management
- Concrete Asset Management
- Construction Management
- Financial Analysis
- Contract Management
- Estimating

Education

Bachelors of Materials and Fiber Engineering, Georgia Institute of Technology

Associations

- AWWA
- SSPC
- NACE
- ACI

Years of Experience

- 15 years in water tank asset management
- 10 years chemical engineering in mining industry

Mr. Cato's experience pertaining to all aspects of executive and project management, coupled with his engineering background and tank maintenance experience, afford him the ability to manage multiple areas of our existing product offerings and direct our customers toward the future and USCI's new service offerings.

Experience

SUEZ Water Advanced Solutions/Utility Service Co., Inc.
VP Tank and Concrete Services/Line of Business Leader **2012-Present**

Vice President of Operations **2009-2012**
Responsible for operations for all USG Service Centers nationwide.

General Manager of Contracting Division **2002-2009**
Responsible for all estimating and project management for publicly bid tank projects nationwide.

Project Manager/Lead Estimator **2000-2002**

Thiele Kaolin Company
Chemical Process Engineer **1990-1999**
Process improvement, new product development, new process development, and wastewater/environmental management.

Project Experience

City of Atlanta, GA
Eight tank renovation package: $7.2M
Managed all estimating and project management for successful completion of project. Included lead abatements, concrete restoration, tank demolition, and numerous mechanical repairs.

Birmingham Water Works Board
Four tank renovation package: $3.3M
Managed all estimating and project management for successful completion of project. Included lead abatements, installation of passive mixing systems, and numerous mechanical repairs.

City of Philadelphia, PA
Interior and exterior renovation of 1.5MMG Elevated Tank: $2.1M
Managed all estimating and project management for successful completion of project. Included lead abatement, numerous mechanical repairs, removal of old roof and engineering, fabrication and installation of new roof.

David Forrester
Vice President, South Region

Education
- AS in Engineering Technology, Middle Georgia College, 1984
- Bachelor of Civil Engineering, Georgia Institute of Technology, 1989

Years of Experience
- 26, total
- 13 years in tank maintenance

Mr. Forrester's experience pertaining to all aspects of project management, coupled with his engineering background and tank maintenance experience, afford him the ability to manage multiple areas of our existing product offerings and direct our customers toward the future and SUEZ's new service offerings.

Experience

SUEZ Water Advanced Solutions/Utility Service Co., Inc.
Vice President, South Region **2012-Present**
P&L responsibility for all service lines covering 8 states in the Southeastern United States - over 2,500 potable water tanks representing 800+ municipalities currently under tank maintenance contracts, including renovations, repairs, inspections, condition assessment and emergency services.

SUEZ Water Advanced Solutions/Utility Service Co., Inc.
General Manager, Tank Maintenance **2008-2012**
Managed condition assessment and asset maintenance activities for 5,000+ potable water storage tanks across the U.S. Led collaborative efforts to develop water quality improvement solutions in potable water storage tanks.

SUEZ Water Advanced Solutions/Utility Service Co., Inc.
Vice President, Communications Construction **2002-2008**
Responsible for division providing design and installation of engineered cellular installation solutions on elevated water towers across the Eastern U.S.

Kaolin Mining Industry
General Manager, Operations Management, Engineering **1989-2002**

Project Experience

Direct experience in tank asset maintenance activities for:
- City of Raleigh, NC
- Fauquier County Service Authority, VA
- Prince William County Service Authority., VA
- City of Franklin, VA
- City of Winchester, VA
- Town of Warrenton, VA

Don Belcher
Senior Vice President Operations

Education
- BS Ceramic Enginnering Georgia Institute of Technology, 1984

Areas of Specialization
- Asset maintenance: stationary and rotational equipment
- Operational Optimization Environmental Safety Compliance (OSHA & MSHA)

Associations
- SSPC
- National Safety Council

Years of Experience
- 31

Mr. Belcher is the SVP of Operations as has been employed with Utility Service Co., Inc./SUEZ Water Advanced Solutions since September 2011. He is responsible for establishing effieicent operating protocals for all business lines, for environmental, safety and health, the engineering functions and procurement.

He has over 30 years of experience in the industrial segment, primarily in the mining and mineral process industry, building a career from front-line supervisor to plant manager to division manager of operations. Many similarities between the mineral processing industry and the water industry servce him well, such as asset maintenance, flud mechanics, logistics, EHS and procurement strategy.

Currently, Mr. Belcher is responsbile for managing the Corporate Operations teams while coordinating the continulous improvement of the field operations across all regions and business lines of SUEZ Water Advanced Solutions.

Karl Nelson
Operations Director, South Region

Education
- BSBA, Mississippi College, 1990

Areas of Specialization
- Project Management
- Safety
- Maintenance and Reliability
- Quality Assurance

Years of Experience
- 24 manufacturing and asset management

Mr. Nelson is a Management Professional with twenty-three (23) years of progressive experience and responsibility in chemical manufacturing. He has one (2) years of project management experience with Utility Service Co., Inc., while serving as the Georgia Service Center Manager.

Mr. Nelson is accomplished in profit and loss and budget management. He is a knowledgeable leader in the areas of safety and environmental compliance, process safety management, reliability, quality, continuous improvement, planning, scheduling, project management, customer service, human resources, purchasing, inventory control, logistics, through put optimization, and yield improvement.

Experience

5MG Gallon Ground Tank |Clayton County |Morrow, GA
Structural repair coupled with blasting and coating
Role: Project Manager
This project included significant structural evaluation of beams and support members with a pass/fail methodology to determine replacement and coordination of contractors for repairs, mixer installation, and full blast removal and application of coatings.

1MG Ground and 2MG Elevated Tanks | Prince William County |Woodbridge, VA
Blasting and Coating of one (1) ground and three (3) elevated tanks
Role: Regional Project Manager
This project included the blasting and coating of the interior and exterior components of 4 tanks utilizing full containment on ALL storage tanks.

500,000 Gallon Pedisphere | Town of Mount Jackson |Mount Jackson, VA
Interior and Exterior renovation – One (1) Pedestal tank
New Art Picture 360 degrees around the tank bowl
Role: Regional Project Manager
This project involved coordination with the town, third party engineering, and third party inspection to rehabilitate the coating system on a high profile pedisphere off of I-81. Storage tank received a new coating system and the new mural apple basket.

Rob Weaver
Director, Environmental, Health and Safety

Education
- BS Engineering, Southern Polytechnic State University

Areas of Specialization
- Qualifying Party for Holding General Contractor's License for 15 States
- Lead Removal Competency License
- Safety

Certifications
- NACE Certified Coating Inspector – Level 3, Certification #17372

Associations
- NACE
- SSPC

Years of Experience
- 15+ years in water tank asset management

SUEZ Water Advanced Solutions/USCI

Director, Environmental, Health and Safety	2014 to Present
Director, Operations - South Region	2012 - 2014
Engineering Technical Manager and Safety Director	1998 - 2012

Experience

SUEZ Water Advanced Solutions/USCI
Role: Engineering Technical Manager and Safety Director
Managed all maintenance programs, 6,000+ which included analyzing annual inspection reports, quality, and safety for all of the paint renovations.

City of Atlanta, GA
Eight tank renovation package
Managed all estimating and project management for successful completion of project. Included lead abatements, concrete restoration, tank demolition, and numerous mechanical repairs.

City of Raleigh, NC
Twenty-two tanks on maintenance program
Managed all project management for successful completion of project. Included lead abatements, installation of passive mixing systems, and numerous mechanical repairs.

Jason G. Saylor, PE
Director of Engineering

Areas of Specialization
- Infrastructure Improvement Projects
- Construction/ Demolition Projects
- Building/Facility Projects
- Contract Development
- QA/QC & Field Engineering
- Claim Management
- Budgeting & Cost Controls
- Bidding/Contract Management
- Personnel Supervision

Education
BS, Civil Engineering
Pennsylvania State University, 1995

Certifications
- CSI Construction Documents Technologist, Construction Specifications Institute
- Construction Outreach
- Confined Space Awareness
- Hazardous Communications
- OSHA Construction Safety and Health

Years of Experience
14 +

Mr. Saylor leverages his experience as an engineer and leader in his role as the Director of Engineering at SUEZ. His high-level responsibility is managing the engineering department, developing and tracking project plans and working closely with line of business leaders on equipment design and selection. He is also responsible for the following:

- Coordinating the engineering department with the Lines of Business (LOB) Product Managers, Regional VPs, Regional Operation Managers, Director of Tank Operations to develop project plans.
- Coordinating the procurement, design and improvement of specialized equipment with the LOB Leaders and the Director of Operations.
- Assisting the LOB Leaders and Sales to negotiate project scope, specifications and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

Experience

Wastewater to Energy (Ww2E) Wastewater Treatment Facilities Upgrade
Northumberland County, PA
Role: Construction Engineer/Construction Manager
Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner, the engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, and resolution of design and construction conflicts and compliance with the construction documents.

Aerobic Digester Equipment Procurement & Installation
Northumberland County, PA
Role: Construction Engineer/Construction Manager
Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner and engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, resolution of design and construction conflicts, and compliance with construction documents.

Water Treatment Plant Improvements Project | Lancaster County, PA
Role: Project Manager & Construction Engineer
Responsible for preparation of design drawings and bidding documents, construction contract administration, review of shop drawings, coordination of on-site inspection, resolution of disputes and design conflicts, and compliance with construction documents.

Water System Improvements Project | Perry County, PA
Role: Construction Engineer
Responsible for contract administration, conducting construction progress meetings, coordinating on-site construction activities with the contractor, the owner, and engineer, review of contractor's construction activities and payment requests, coordination of on-site inspection, and resolution of design and construction conflicts and compliance with the construction documents.

Donnell Duncan, PE, SE, MLSE
Structural Engineer

Professional Licenses
- Professional Engineer
- Structural Engineer

Certifications
- NCEES Model Law Structural Engineer (MLSE)
- Cal E.M.A. Safety Assessment Program (SAP) Evaluator

Associations
- ACI, ASCE, AISC, GAWP/GAWWA

Areas of Specialization
- Structural Analysis
- Structural Design
- Structural Rehabilitation/ Retrofit
- Special Inspection
- Condition Assessment
- Construction Administration
- Project Management
- Business Development

Education
- MSCE – Georgia Tech
- BSCE - Georgia Tech
- BS - Applied Physics Morehouse College

Years of Experience
13

Mr. Duncan is a structural engineer with experience in structural analysis, design and construction of sanitary structures. He is primarily responsible for the structural capabilities of the engineering department as it pertains to all lines of business with special emphasis on tank services and strict adherence to AWWA standards. He provides guidance to junior engineers and is a technical resource for service centers throughout the country. He is proficient in the development of specifications, contract drawings and condition assessments. His structural analysis experience includes the extensive use of IBC, ASCE and AASHTO codes.

Experience

Gwinnett County, GA – Department of Water Resources
Role: Project Manager and Lead Structural Engineer
Worked with the client to develop the scope for repurposing the Lime Storage and Handling Building into a Chemical Storage Building for bulk oil and grease. This project included the demolition of interior concrete structures and portions of interior and exterior masonry walls, the construction of rollup doors for forklift access and upgrade of the fire suppression system.

Jefferson County, AL – Environmental Services Department
Role: Lead Structural Engineering Inspector
Lead structural engineer and completed the structural assessment of 12 pump stations. These facilities included below-grade concrete vaults, wet wells and dry pits, above-grade masonry buildings and below-grade steel prefab pump stations.

Gwinnett County, GA – Department of Water Resources
Role: Design Structural Engineer and Structural Engineering Special Inspector
Completed the structural design of the steel braced frame building as well as the 2.5 million gallon concrete tanks. He also completed construction administration including answering RFIs, RFCs, issuing field orders and conducting structural special inspections during construction.

Fulton County, GA – Department of Water Resources
Role: Design Structural Engineer
Completed the structural design of the 9 million gallon pre-stressed concrete covered Equalization tank including the concrete slab foundation with 24" auger cast piles and 60 ton rock anchors.

Athens-Clarke County, GA – Department of Public Utilities
Role: Design Structural Engineer
Worked on the structural design for upgrades to the existing wet well, pumps, valves, piping, odor control equipment, and generator at the in-service 0.4-mgd Weatherly Woods PS to increase its capacity to 1.3-mgd. He designed the jib crane supports, an aluminum emergency generator platform and the underground concrete tank.

Cherokee County, GA – Water and Sewerage Authority
Role: Design Structural Engineer
Completed the structural design of the 24 million gallon concrete Sequence Batch Reactor tank.

Miami Dade County, FL, Role: Structural Engineering QA/ QC
Completed the structural design review of the 100' deep vertical secant pile shafts that were installed to facilitate tunneling under Government Cut at the harbor of Miami.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07962-1966
Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979

100055-USG-GAWUP-16-17

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : N/A	N/A
INSURER C : Liberty Insurance Corporation	42404
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED
UTILITY SERVICE CO., INC.
PO BOX 1350
PERRY, GA 31069

COVERAGES **CERTIFICATE NUMBER:** NYC-007452658-23 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			TB2-641-444728-046	03/01/2016	03/01/2017	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			AS2-641-444728-066	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-64D-444728-016 (AOS)	03/01/2016	03/01/2017	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000
D	CONTRACTORS POLLUTION AND			COOG2737220A003	07/24/2016	07/24/2017	PER OCCURRENCE:		20,000,000
	ERRORS & OMISSIONS			SIR - $250,000			AGGREGATE:		20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

UTILITY SERVICE CO., INC.
P.O. BOX 1350
PERRY, GA 31069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

SUEZ Advanced Solutions

Utility Service Co., Inc.
1230 Peachtree Street NE | STE 1100
Atlanta, GA 30309 | (855) 526-4413

help@utilityservice.com
www.utilityservice.com



EXHIBIT A

CERTIFICATION OF PROPOSAL

The undersigned person hereby warrants that he or she has carefully examined the City of Chiefland Request for Proposal RFP-SS-17-01 for Management of Water Towers and Chlorine Vessels, together with the proposed contract, and agrees to adhere to all stated terms and conditions of the proposal documents for the cost proposed. The undersigned also agrees that the proposal provided shall be good for a term of not less than 60 days from the date of the proposal opening.

Name: David Forrester

Job Title: Vice President - South Region

Business Mailing Address: 1230 Peachtree St. NE, STE 1100, Atlanta, GA 30309

Telephone and Fax #: 478-988-5246 and 888-600-5876

E-Mail: dforrester@utilityservice.com

Signature: 

Date: 5-9-17

EXHIBIT B

AFFIDAVIT REGARDING PUBLIC ENTITY CRIMES

Pursuant to section 287.133 of the Florida State Statutes, I hereby certify that I have not been convicted of a public entity crime. I also certify that neither my name nor the name of my business appears on any convicted vendors list, nor does my business or I appear on any list of publicly disbarred vendors.

I also certify that I am not an affiliate of any person or business that has been convicted of a public entity crime; or business that appears on a list of publicly disbarred vendors.

Name: David Wilson

Title: Director - HR

Address: 1230 Peachtree St. NE, STE 1100, Atlanta, GA 30309

Telephone and Fax #: 678-235-0277 and 888-600-5876

E-Mail: dwilson@utilityservice.com

Signature: David H. Wilson

Date: 5-9-17

ELIZABETH CARDY NOTARY PUBLIC GWINNETT COUNTY, GA

Printed Name of Notary: Elizabeth Cardy

Signature of Notary: Elizabeth Cardy

Notary Commission Expires: July 30, 2020

Elizabeth Cardy
Notary Public, Gwinnett County, Georgia
My Commission Expires July 30, 2020

SOUTHERN CORROSION
ENGINEERED TANK CARE

WATER TANK MANAGEMENT
Schedule

WATER TANKS AND CHLORINE VESSELS MAINTENANCE CONTRACT:
Addendum to contract – Ten (10) year contract extension 10/1/2027-9/30/2036

Date: March 7, 2024
Customer: City of Chiefland, FL
Tanks: 200,000 Gallon Pedisphere Water Storage Tank
100,000 Gallon Well #2 Elevated Water Storage Tank
50,000 Gallon Well #1 Elevated Water Storage Tank
10,000 Gallon Well #1 Water Storage Tank
15,000 Gallon Well #3 Water Storage Tank
10,000 Gallon Well #4 Water Storage Tank

YEAR 11 - 2027

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Interior:**
   a. Abrasive blast all interior rusted surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   f. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
   g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Interior:**
   a. Abrasive blast all interior rusted surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   e. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
   f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Interior:**
   a. Abrasive blast all interior rusted surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   e. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
   f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

YEAR 12 - 2028

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Wash-out Interior:**
   a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
   b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

- 50,000 Gallon Well #1 Elevated Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 10,000 Gallon Well #1 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 15,000 Gallon Well #3 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 10,000 Gallon Well #4 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

YEAR 13 - 2029

- 200,000 Gallon Pedisphere Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 100,000 Gallon Well #2 Elevated Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 50,000 Gallon Well #1 Elevated Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 10,000 Gallon Well #1 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 15,000 Gallon Well #3 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 10,000 Gallon Well #4 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

YEAR 14 - 2030

- 200,000 Gallon Pedisphere Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 100,000 Gallon Well #2 Elevated Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

  1. **Wash-out Interior:**
     a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
     b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

- 50,000 Gallon Well #1 Elevated Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

- 10,000 Gallon Well #1 Water Storage Tank

  Visual inspection and repairs uncovered through inspection.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

YEAR 15 - 2031

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
   b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
   c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Interior:**
   a. Abrasive blast all interior rusted surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   e. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
   f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
2. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
   b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.

c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

YEAR 16 - 2032

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 17 - 2033

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

YEAR 18 - 2034

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

YEAR 19 - 2035

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Interior:**
   a. Abrasive blast all interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
   b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
   d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
   e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
   f. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
   g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
   h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
   b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
   c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
   d. Apply two full finish coats of an alykd-aluminum paint to all exterior surfaces at 1.0 to 1.5 mils dry film thickness per coat.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
   b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
   c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
   d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. **Repaint Exterior:**
   a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
   b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.

c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

YEAR 20 - 2036

200,000 Gallon Pedisphere Water Storage Tank

Visual inspection and repairs uncovered through inspection.

100,000 Gallon Well #2 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

50,000 Gallon Well #1 Elevated Water Storage Tank

Visual inspection and repairs uncovered through inspection.

10,000 Gallon Well #1 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

15,000 Gallon Well #3 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

10,000 Gallon Well #4 Water Storage Tank

Visual inspection and repairs uncovered through inspection.

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for years eleven through twenty of service is **$44,165.00.** All premiums are firm and will not be adjusted for inflation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.

We agree to extend the existing WATER TANKS AND CHLORINE VESSELS MAINTENANCE CONTRACT dated October 1, 2017 an additonal ten (10) years from October 1, 2027 through September 30, 2036.

ATTEST:

Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

BY: _____
President

ATTEST:

CITY OF CHIEFLAND

BY: _____

City of Chiefland

~ The Gem of the Suwannee Valley ~

John C. Jones	Lewrissa Johns	Kim Bennett	LaWanda Jones	Norman Weaver
Mayor	*Vice Mayor*	*Commissioner*	*Commissioner*	*Commissioner*

October 23, 2024

RE: Southern Corrosion – Piggy Back

John,

The City of Chiefland approves allowing Southern Corrosion to use the Maintenance Contract for piggyback purposes which will allow you to extend terms and conditions of the Maintenance Contract to other governmental agencies.

If you have any questions or need any further information, please let me know.

Sincerely,

Laura Cain

Laura Cain
City Manager

214 East Park Avenue, Chiefland, Florida 32626 * (352) 493-6711 * Facsimile (352) 493-6714 * cityhall@chieflandfla.com

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Approval of Construction Phase Services — AVCON, Inc. for South-Central Apron Rehabilitation

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: SKM_C360i26080315071

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

The South-Central apron has several large cracks which is in need of rehabilitation. This project will consist of approximately 80,000 SF of asphalt, aircraft tie down anchors, and pavement markings. The project design and bid phases were approved by the City Commission on April 1, 2024.

The subject Construction Phase Services by Avcon includes the following services:

1. Construction Administration
2. Construction Observation
3. Grant Management
4. Preparation of reimbursement requests

Project Coordination with the funding agencies

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Federal Aviation Administration (FAA) has agreed to fund 95% ($125,970), the Florida Department of Transportation (FDOT) has agreed to fund 4% ($5,304) with the remaining 1% ($1,326) to be provided by the Airport Enterprise Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional construction phase services for South-Central Apron rehabilitation in the amount of $132,600.

BACKGROUND/DISCUSSION:

Construction is anticipated to be completed by the end of 2026.

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite200
Orlando, Florida 32822
Phone: (407) 599-1122

June 18, 2026

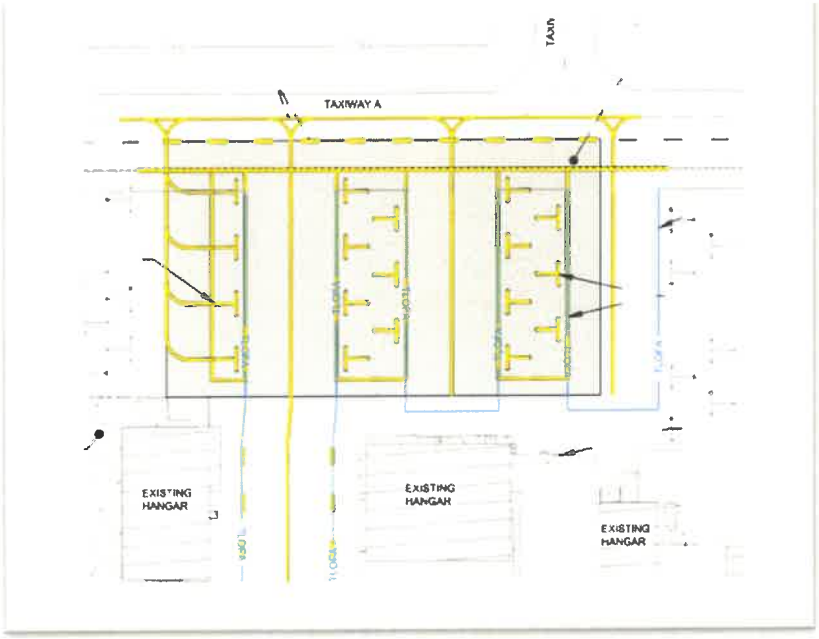
Reference: Professional Engineering Services Proposal
South Central Apron Rehabilitation Construction Phase Services
DeLand Municipal Airport

Dear John Eiff:

As requested, AVCON, Inc. (AVCON) has prepared the following proposal to provide Construction Phase Services for the rehabilitation of the South Central Apron at DeLand Municipal Airport (DED).

PROJECT UNDERSTANDING

The 2025 Statewide Airfield Pavement Management Program Airfield Pavement Evaluation Report for DED established the Pavement Condition Index for the SC Apron as 60 or Fair. Timely rehabilitation will prevent more costly and extensive repairs to this critical area of pavement.



SUMMARY OF SERVICES

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid SPONSOR by acting as its liaison and Project coordinator with FAA and FDOT during the construction of the Project. Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FAA, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR, FAA and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR, FAA and FDOT.

Construction Observation

Construction Observation shall consist of observation on a full-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with FAA and FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing,

superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.

- Attend pre-construction conference and weekly progress meetings.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, FAA and FDOT.

The construction contract has a 53-calendar day duration from full notice to proceed. This scope and fee assume that there will be full-time inspection of the project, and it is assumed that one person will be onsite daily, and another person will be onsite once a week for a coordination/progress meeting.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	5 days
Full-time Inspection:	40 days
Post-Construction:	5 days

CONSTRUCTION PHASE SERVICES FEE

For the above-noted Scope of Work, AVCON proposes a Total Lump Sum Fee of One Hundred Thirty-Two Thousand Six Hundred and 00/100 dollars ($132,600.00), as set forth in the attached fee spreadsheet.

We appreciate the opportunity to provide this proposal and look forward to working with you toward the successful completion of the project.

ATTEST:

By: Holly Donath

Printed Name: Holly Donath

Title: Billing Associate

AVCON

By: _____

Printed Name: Sandeep Singh, PE

Title: President

ATTEST:

_____

Christian Gowan
City Clerk – Auditor

CITY OF DELAND

By: _____

Christopher M. Cloudman,
Commissioner - Mayor

Date: _____

AVCON

ATTACHMENT A - HOUR AND FEE PROPOSAL
REHABILITATION OF SOUTH-CENTRAL APRON - CONSTRUCTION PHASE SERVICES
DELAND MUNICIPAL AIRPORT

4/24/2026

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Inspector		Contract Administrator		Labor		Subconsultant Cost
		Rate/Hour: $ 310		Rate/Hour: $ 240		Rate/Hour: $ 150		Rate/Hour: $ 145		Rate/Hour: $ 120				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**CONSTRUCTION ADMINISTRATION**													
1.1	Grant Administration and Project Coordination	8	$ 2,480	8	$ 1,920		$ -		$ -		$ -	16	$ 4,400	$ -
1.2	Pre-Construction meeting		$ -	8	$ 1,920	8	$ 1,200	8	$ 1,160	4	$ 480	28	$ 4,760	$ -
1.3	Weekly Construction meetings		$ -		$ -	64	$ 9,600		$ -	16	$ 1,920	80	$ 11,520	$ -
1.4	Submittal review and approval, RFI resolution		$ -	4	960	16	$ 2,400		$ -	8	$ 960	28	$ 4,320	$ -
1.5	Pay application review and approval		$ -	4	960	8	$ 1,200		$ -	4	$ 480	16	$ 2,640	$ -
1.6	Final punchwalk, final punchlist, and final inspection		$ -	8	$ 1,920	16	$ 2,400		$ -	4	$ 480	28	$ 4,800	$ -
1.7	Project closeout	4	$ 1,240	4	960	8	$ 1,200		$ -	8	$ 960	24	$ 4,360	$ -
	Subtotal	**12**	**$ 3,720**	**36**	**$ 8,640**	**120**	**$ 18,000**	**8**	**$ 1,160**	**44**	**$ 5,280**	**220**	**$ 36,800**	**$ -**
2	**CONSTRUCTION OBSERVATION**													
2.1	Pre-Construction Coordination		$ -		$ -		$ -	50	$ 7,250		$ -	50	$ 7,250	$ -
2.2	On-site construction observation		$ -		$ -		$ -	400	$ 58,000		$ -	400	$ 58,000	$ -
2.3	Post-construction records preparation		$ -		$ -		$ -	50	$ 7,250		$ -	50	$ 7,250	$ -
	Subtotal	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**500**	**$ 72,500**	**0**	**$ -**	**500**	**$ 72,500**	**$ -**
3	**QUALITY ASSURANCE MATERIAL TESTING**													
3.1	Quality Assurance Material Testing		$ -		$ -		$ -		$ -		$ -	0	$ -	$ 23,300
	Subtotal	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 23,300**
	Total	**12**	**$ 3,720**	**36**	**$ 8,640**	**120**	**$ 18,000**	**508**	**$ 73,660**	**44**	**$ 5,280**	**720**	**$ 109,300**	**$ 23,300**

Total Project Fee	**$ 132,600**

Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

2907 Spring Glen Road, Jacksonville, FL 32207
Tel. (904) 381-8901 • Fax (904) 381-8902

April 20, 2026

Pedro Valencia, Jr., E.I.
AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

RE: Quality Assurance Testing Services
DeLand Municipal Airport
South-Central Apron Rehabilitation
DeLand, Florida

Dear Mr. Pedro Valencia Jr.:

Cal-Tech Testing, Inc. (CTI) is pleased to provide this proposal to perform the Quality Assurance Testing on the subject project. CTI will perform all required Quality Assurance Testing during the construction phases.

We estimate the cost of our services to be **$23,300.00 (Twenty-Three Thousand Three Hundred And 00/100 Dollars)** based on the information available. A breakdown of this cost is attached. We will bill based on hours worked in the field. Additional work and/or change orders will be billed per our current unit rates. We will not exceed this fee unless additional testing is required, or unless there is an increase in the scope of work. In either case, we will not exceed our fee without your prior approval.

Cal-Tech Testing, Inc. appreciates the opportunity to provide this estimate and looks forward to a continued working relationship with AVCON on this and future projects. Should you have any questions concerning this fee estimate or the services proposed, please do not hesitate to contact me directly (904) 864-8255.

Sincerely,

Cal-Tech Testing, Inc.
Brian McCollum, P.E.

Gary McCollum
Cal-Tech Testing, Inc.
Gary McCollum
Executive Vice President

Cal-Tech Testing, Inc.

Quality Assurance Testing Services

AVCON, INC.

DeLand Municipal Airport

South-Central Apron Rehabilitation

DeLand, Florida

April 24, 2026

Description	Unit	Estimated Quantity	Cost	Estimated Total
FIELDWORK				
Asphalt Plant Technician	HR	168	$ 90.00	$ 15,120.00
ACI Concrete Technician	HR	54	$ 75.00	$ 4,050.00
Concrete Cylinder (4 cylinders/set)	SET	12	$ 150.00	$ 1,800.00
			Sub-Total	**$ 20,970.00**
OFFICE/LAB				
Admin/Engineering	LS	1	$ 2,330.00	$ 2,330.00
			Sub-Total	**$ 2,330.00**
			Total	**$ 23,300.00**

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Change Order No. 1, Airfield Markings

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coord.

ATTACHMENTS: Change Order Quote

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:
At the August 4, 2025 meeting, the City Commission awarded the bid for the Airfield Markings to Hi-Lite Airfield Services, LLC to construct the Airfield Markings.

This Change Order # 1, if approved, consists of additional airfield markings in multiple airfield areas to maintain aircraft safety at night.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The original award of bid was $60,043.60 with the Bid Alternate A amount of $13,399.40 for a total of $73,443.00. The additional markings (Change Order # 1) are $27,505.45. The FDOT has agreed to fund $20,819.45 which would result in airport contribution of $6,686.00. The available project budget in the Airport Fund is $19,999.60, so a budget amendment will be needed to increase the project budget by $7,506 with funding from Airport reserves. The future budget amendment will be presented to the City Commission for their approval.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1, in the amount of $27,505.45, for additional airfield markings at DeLand Airport.

BACKGROUND/DISCUSSION:

N/A

Quotation

Quote #: 26-22113
Project Reference: Tie Down, Apron Markings
County: Volusia
DeLand, FL

Bid Date: 05/14/26
Completion Date: 04/30/27

Item#	Description	Qty	Unit	$ / Unit	Price
Mobilization					
1	Mobilization	1	LS	$ 2,060.00	$ 2,060.00
Aircraft Tie-Down Numbering (Main and West Ramp):					
6	Tie-Down Markings	131	EA	$ 150.00	$ 19,650.00
Apron and Taxiway Marking Enhancements:					
7	Yellow Pavement Markings with Reflective Media	1,730	SF	$ 0.55	$ 951.50
8	Black Pavement Markings	3,385	SF	$ 0.55	$ 1,861.75
9	Type III Reflective Media	1,730	SF	$ 0.54	$ 934.20
10	Surface Prep	5,120	SF	$ 0.40	$ 2,048.00
				Total:	**$ 27,505.45**

Project Description:
DeLand Airport
Tie Down

Remarks:
Price Includes One (1) Mobilization
Any additional mobilizations will be charged at $5,000 per occurrence
Paint: TT-P-1952F Type III Waterborne Paint; Beads: TT-B-1325D Type III Reflective Media

- All notes and remarks are to be included in any subcontract Hi-Lite agrees upon. Such notes will take precedence over conflicting language in the subcontract.
- Badging not included; GC to provide escorts for Hi-Lite to perform work
- **Tie-Down Markings Unit Price includes the Stenciling only,**
- **Surface Preparation via Waterblasting of Tie Dows & "T" Marking are NOT included.**
- Does not include Pavement Marking Removal
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

- Hi-Lite will not be held responsible for any damage, adhesion failure, or premature deterioration of sealants, coatings, or surface treatments that have not reached full manufacturer-recommended cure or adhesion time prior to commencement of water blasting, cleaning, or surface preparation activities. Any damage resulting from premature work performed at the GC/Owner's direction shall be the GC/Owner's responsibility
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris (by other contractors through their disciplines – or something like that)
- Stand-by time caused by others will be billed at $1,000/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Minimum of 10 days' notice required for scheduling
- Any changes to the Scope, Plans & Specifications herein that affects Hi-Lite's work will require a reevaluation of the price
- Retainage not to exceed Owner's retention or a maximum of 5%, whichever is less
- If additional Insurance coverage/endorsements are required by the GC, (above project specifications) then Hi-Lite will be reimbursed by the GC
- Upon request to Contractor, Contractor shall provide Owner-approved payment applications as basis to calculate unit-price line items that relate to Hi-Lite's work
- Hi-Lite will not be signatory to any Union or sign any PLA for the project. Further Hi-Lite will not be bound to any agreements between any Union and the Prime Contractor
- Bonds are not included; if Payment and Performance Bonds are requested, add 0.9% to the total price

**** Florida Contractor License No: CGC1523534 ****

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days From Bid Date. If you need further information please contact: Edward Dingley, Senior Estimator, (315) 583-6111 x709 or edward.dingley@hi-lite.com.

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

Date: July 13th, 2026

CHANGE ORDER

Project: Airfield Markings
Owner: City of DeLand
Resident Engineer: AVCON, Inc.
Contractor: Hi-Lite Airfield Services, LLC.
20128 NYS Route 12F
Watertown, NY 13601

C.O. Number:	1
City of DeLand Project No:	24-13
FDOT FM No:	453909-1-94-01
FAA Grant No.	3-12-0019-034-2025

CONTRACT ITEM # & SPEC		DESCRIPTION	ADD or CREDIT	AMOUNT
Original Items				
7	P-620	SURFACE PREPARATION (NON-AIP ELIGIBLE)	ADD	$2,048.00
8	P-620	TAXIWAY MARKINGS, YELLOW, WATERBORNE PAINT (NON-AIP ELIGIBLE)	ADD	$951.50
9	P-620	TAXIWAY MARKINGS, BLACK, WATERBORNE PAINT (NON-AIP ELIGIBLE)	ADD	$1,861.75
10	P-620	TYPE III REFLECTIVE MEDIA (NON-AIP ELIGIBLE)	ADD	$934.20
12	C-105	MOBILIZATION (10% MAXIMUM) (NON-AIP ELIGIBLE)	ADD	$2,060.00
-	-	TIE-DOWN MARKINGS (NON-AIP ELIGIBLE)	ADD	$19,650.00
NET TOTAL OF CHANGE ORDER MODIFICATIONS:			**ADD**	**$27,505.45**

CONTRACT SUMMARY			
Orig. Contract Price:	$73,443.00	Original Contract Time:	30 Days
Change Order #1 (ADD):	$27,505.45	Change Order #1:	0 Days
Revised Contract Amount:	$100,948.45	Revised Contract Time:	30 Days
Net Change from Original Contract Price - ADD:	$27,505.45		

AUTHORIZED SIGNATURES:

ACCEPTED: _____ Date: _____
Contractor: Hi-Lite Airfield Services, LLC.

RECOMMENDED: _____ Date: _____
Engineer of Record: AVCON, INC. - Daniel J. Nickols, Jr., PE

APPROVED: _____ Date: _____
Owner: City of DeLand

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Approval for Consumption of Alcoholic Beverages on City Property for Cabernet Cabaret Fundraiser Event

DEPARTMENT: Admin Services

PREPARED BY: KIEU MOSES, Risk Manager

ATTACHMENTS: ChatGPT Image Jul 22, 2026, 03_17_28 PM

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

The Cabernet Cabaret Event is a new fundraiser benefiting the Athens Theatre co-hosted by Cress Restaurant. This event will be held on October 21, 2026.
Their event footprint will include W. Indiana Ave. between Florida Ave and Woodland Blvd. The organizers are requesting consumption of beer and wine. In accordance with City policy Section 3-15, "on any other City property other than parks, an applicant for the consumption of alcoholic beverages must have specific City Commission approval." The proposal to use a portion of W. Indiana Ave for this activity has been reviewed and initially approved by the Police Department. The area for consumption will be blocked off by barricades to ensure that people consuming alcohol do not leave the defined area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

NA

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the consumption of alcoholic beverages on W. Indiana Ave. during the Cabernet Cabaret Event scheduled for Wed., October 21, 2026. Such consumption will be confined to the area designated by the site plan attached to this RCA.

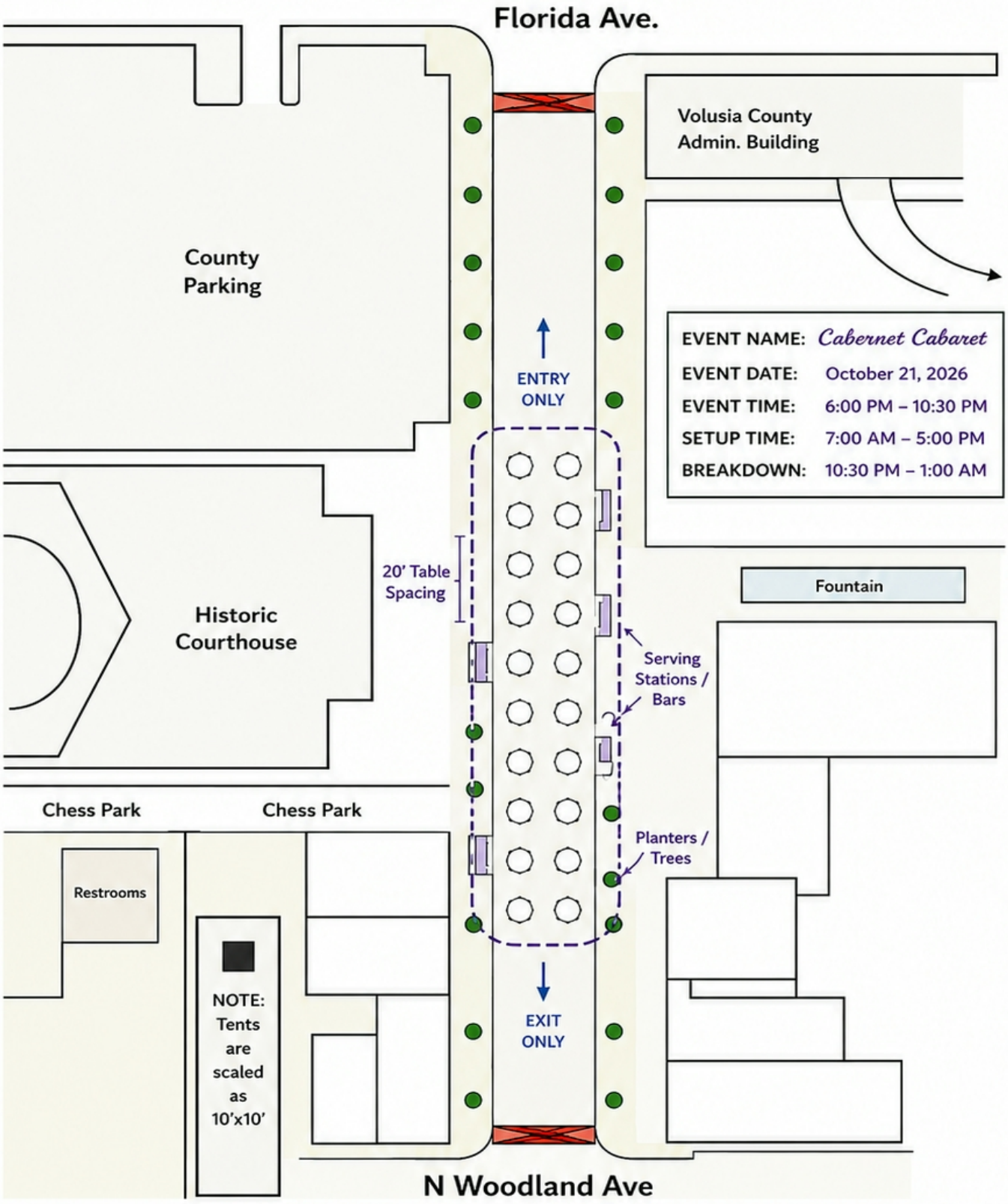
BACKGROUND/DISCUSSION:

Event organizers are seeking permission for alcoholic beverage consumption on W. Indiana Ave. during a special event.

CABERNET CABARET

EVENT MAP & SITE LAYOUT

Street Closure: Florida Ave.



LEGEND

- Road Closed / Barricade
- Trees / Planters
- Dining Table (Seats 8)
- Serving Station / Bar
- Tent (10' x 10')
- Alcohol Boundary
- Entry / Exit Flow

NOTES

- Florida Ave. will be closed to vehicular traffic.
- Tables will seat 8 guests each (20' spacing).
- Alcohol service is contained within the designated boundary.
- Entry at north end (Florida Ave.) – Exit at south end (N Woodland Ave.).
- Serving stations and bars located along both sides.
- Planters/trees to define space and add ambiance.

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Approval of the Minutes: June 18, 2012 City Commission Regular Meeting; September 21, 2015 City Commission Regular Meeting; December 4, 2023 City Commission Regular Meeting Minutes; December 18, 2023 City Commission Regular Meeting Minutes; August 4, 2025 City Commission Regular Meeting; August 18, 2025 City Commission Regular Meeting; September 3, 2025 City Commission Regular Meeting; September 15, 2025 City Commission Regular Meeting; November 3, 2025 City Commission Regular Meeting; November 17, 2025 City Commission Regular Meeting

DEPARTMENT: City Clerk

PREPARED BY: Christian Gowan, City Clerk

ATTACHMENTS: MIN.CC.2012.06.18, MIN.CC.2015.09.21, MIN.CC.2023.12.04, MIN.CC.2023.12.18, MIN.CC.2025.08.04, MIN.CC.2025.08.18, MIN.CC.2025.09.03, MIN.CC.2025.09.15, MIN.CC.2025.11.03, MIN.CC.2025.11.17

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

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the Commission review and approve the minutes as prepared and presented.

BACKGROUND/DISCUSSION:

N/A

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JUNE 18, 2012 AT 7:00 P.M.
CITY COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Apgar at 7:00 p.m.

Mayor Apgar requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a speaker's card and give it to the City Clerk.

Mayor Apgar reported that Michael Pleus is on vacation so Dale Arrington is acting in his stead.

Mayor Apgar reported that long time community leader Bill Scovell passed away recently.

INVOCATION: Pastor Mark Gorgans, Christ Community Church, gave the invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Vonzelle Johnson	Present
Commissioner Phil Martin	Present
Commissioner Leigh Matusick	Present
Mayor Robert F. Apgar	Present

ALSO PRESENT: Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Bill Ridgway, Police Chief; John McDaniel, Fire Chief; Dale Arrington, Assistant City Manager; Keith Riger, Public Services Director; Kevin Lewis, Finance Director; Rick Hall, Parks and Recreation Director; Matt Adair, Chief Building Official; Mike Holmes, Planning Director; Mark Hayward, Human Resource Director; Marla Ivey, Community Development Coordinator; Bob Turk, Economic Development Manager; Robin Carter, Executive Assistant; members of the public and press.

Mayor Apgar stated that there is a presentation to be added to the agenda and some order changes that will be made to the New Business portion of the agenda.

PRESENTATIONS:

1. Employee Years of Service Awards.

Mr. Hayward report that the City of DeLand is fortunate to have so many dedicated employees who have served the DeLand community for many years. To honor these outstanding employees, the City Commission presents them with a plaque.

10 Years of Service:

Dale Arrington, Assistant City Manager

It was recommended that the City Commission present service awards.

Mayor Apgar read and presented the plaque to Mrs. Arrington.

2. Presentation by Jack Becker of MainStreet DeLand. *[THIS ITEM WAS ADDED TO THE AGENDA].*

Mr. Becker thanked the Commission and City staff for all the help and support over the years. He stated that Saturday was the 25th Birthday of the MainStreet DeLand.

He also reported that on June 24th and 25th everyone is invited to wear their red, white and blue in honor of DeLand's position as Most Patriotic City in America.

CONSENT AGENDA:

1. Resolution Adopting the Equal Employment Opportunity (EEO) Program and Affirmative Action Plan (AAP).

RESOLUTION NO. 2012 - 29

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE REVISED EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND AFFIRMATIVE ACTION PLAN FOR THE CITY OF DELAND IN FURTHERANCE OF THE COMMITMENT OF THE CITY OF DELAND TO EQUAL EMPLOYMENT OPPORTUNITY WITHIN ALL CITY PROGRAMS AND AREAS OF EMPLOYMENT; AND PROVIDING AN EFFECTIVE DATE.

2. Consideration re Settlement of Worker's Compensation Case, Victor Miles, et al v. City of DeLand.

3. Consideration re Cancellation of Agreements with CFCDC re Spring Hill Resource Center. *[THIS ITEM WAS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION].*

Mayor Apgar pulled Item 3 for further discussion. A motion was made by Commissioner Matusick to approve Items 1 – 2 of the Consent Agenda. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

3. Consideration re Cancellation of Agreements with CFCDC re Spring Hill Resource Center. *[THIS ITEM WAS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION].*

Mayor Apgar stated that earlier at the Spring Hill CRA meeting the Board took action in regards to previous agreements with the Spring Hill Resource Center.

Pastor Anthony Brown, 918 So. Adelle Avenue, he stated that the City needs the Resource Center in that community. He requested that the Commission not shut down the Resource Center.

Mrs. Arrington stated that the City received notice they needed to terminate contract with Central Florida Community Development Corporation. City staff is assisting in keeping the doors open to the Center.

A motion was made by Commissioner Matusick to approve Item 3 of the Consent Agenda. Commissioner Johnson seconded the motion, which carried by a unanimous vote.

*****

CLERK'S NOTE: DETAILED INFORMATION REGARDING THE CONSENT AGENDA ITEMS WAS INCLUDED IN THE AGENDA PACKET AND IS AVAILABLE FOR INSPECTION IN THE CITY CLERK'S OFFICE.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Reverend Willie Barnes, Jr., 226 E. Howry Avenue, he stated the he is the new pastor of Bethel AME Church, one of our oldest in the community. He introduced himself to the Commission and to the community and looks forward to establishing relationships.

There being no further petitions from the public present, this portion of the meeting was closed.

NEW BUSINESS:
Mayor Apgar reordered the Items in New Business as follows:

1. First Reading of Ordinance for Tax Abatement, Duraline Division of J.B. Nottingham Co., Inc.

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2012 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO DURALINE DIVISION OF J.B. NOTTINGHAM COMPANY, INC., PURSUANT TO FLORIDA STATUTES SECTION 196.1955; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mrs. Arrington reported that Duraline Division of J.B. Nottingham Co., Inc. is requesting an exemption of ad valorem taxes for a proposed relocation of a manufacturing facility to 1731 Patterson Avenue (the vacant Macon Coil Electric building) in DeLand.

Staff has received the Volusia County Property Appraiser's review and concurrence of the estimated value of the real and tangible personal property (assembly lines) for the first year of the project.

Duraline Division of J.B. Nottingham Co., Inc. which is currently located in Islandia, New York is planning on creating 44 new-to- Florida jobs at this manufacturing facility at an average salary of $32,244 per year. Duraline Division is a manufacturer of safety rubber molded connectors and temporary lighting, selling to the U.S. Navy, Air Force, and Army as well as industrial utilities, commercial and transportation departments throughout the world. Duraline has been in business for over 66 years and all of its products are made in the U.S.A. utilizing state of the art automated CNC and molding machines. During 2012 and 2013, they plan to relocate to 1731 Patterson Avenue and make building improvements to the existing 12,400 square foot building;

demolish and replace a smaller building with a new 4,000 square foot structure, and install several compression molding presses and other capital manufacturing equipment. Total investment at the new facility is in excess of $1 Million.

The Application and Ordinance being considered is for an anticipated total value of $1,016,059.00 as described in the letter from the Property Appraiser's office.

Pursuant to meeting the statutory requirements for tax exemption and the City of DeLand's Resolution No. 2006-44 it is recommended that the Commission approve an exemption of the appropriate percentage of the ad valorem taxes, according to the guidelines for a period of ten (10) years. The appropriate percentage of exemption, up to 100% should be determined by documentation submitted by Duraline Division of J.B. Nottingham Co., Inc., as evaluated according to the guidelines for tax abatement.

As the Commission is aware, tax abatement is a key recruiting tool that allows the City to compete with other jurisdictions for economic development projects. While the City forgoes expanded taxation for a ten-year period, the City realizes the benefit of a strong employment base.

Mrs. Arrington stated that the strategic focus area of "regional high value job creation" is supported by adoption of this ordinance, which will encourage a new business to locate into the City of DeLand. Creation of new jobs is one of the high priority items in this year's Strategic Plan.

Mrs. Arrington indicated that the tax exemption provided by the Ordinance will result in a yearly tax exemption of approximately $7,080.00 the first year and each of the subsequent nine years. (Based on a present millage rate.)

As background, Mrs. Arrington stated that this opportunity was developed by local Realtor, Bill Mancinik, with Team Volusia serving as the project lead, along with the CEO Business Alliance and the Volusia County Economic Development Division. On April 5, 2012, the Volusia County Council approved the 20% local share of Qualified Targeted Industry program (total value of $132,000) to assist this company in moving to Volusia County.

This incentive will allow a new manufacturer to locate to DeLand and will provide additional employment opportunities for DeLand residents. It was recommended that the City Commission approve the tax abatement request.

Mayor Apgar opened the Public Hearing.

Mr. Turk introduced Bill Mancinik, a local realtor, Kerry Symolan, Team Volusia, and Denise Mott, CEO Business Alliance. He explained the history of the project and the company, their product and their plans for their business in DeLand. He reported that the company's total investment in excess of $1M. He indicated that staff has reviewed the tax abatement numbers and recommends approval.

There being no comment, the Public Hearing was closed.

A motion was made by Commissioner Matusick to approve the Ordinance on first reading. Commissioner Paiva seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Johnson	Yes
Commissioner Martin	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

2. Consideration re Demolition of Historic Building, Stover Theatre (Stetson University). *[THIS ITEM WAS MOVED DOWN ON THE AGENDA].*

3. First Reading of Ordinance Amending Ordinance 2009-15 Adopted on May 18, 2009 and Amended on June 21, 2010, and July 6, 2011, Regarding Temporary Signs, by Extending the Expiration Date. *[THIS ITEM WAS MOVED UP ON THE AGENDA].*

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2012 – 12

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING ORDINANCE 2009-15 ADOPTED ON MAY 18, 2009; AS AMENDED BY ORDINANCE NO. 2010-12 ON JUNE 21, 2010, AND SUBSEQUENTLY AMENDED BY ORDINANCE NO. 2011-03 ON JULY 6, 2011, BY EXTENDING THE EXPIRATION DATE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Holmes stated that in June of 2011, the City Commission extended the ordinance that allowed additional time for displaying temporary banners, for one additional year. The original amendment to the Land Development Regulations was requested by the City Commission in 2009, and has been extended for the past three years. The original ordinance increases the amount of time businesses that engage in vehicle sales may display a banner, from 90 days to 120 days per year; and increases the amount of time for all other businesses to display a banner, from 30 days to 120 days per year. The ordinance requires that each banner be registered, but there is no fee associated with the registration.

The original ordinance was a temporary ordinance designed to provide short time relief during this economic down turn, and had a sunset date of June 1, 2010. The ordinance has been extended one year at a time, for the past three years. The current ordinance ended June 1, 2012. Staff is suggesting keeping the temporary program in place for at least one more year. The temporary increase in the time a banner may be displayed has created a perception among business owners and residents, that the City does not regulate temporary signage any more. Therefore, to avoid signage becoming an eyesore, staff will be reviewing if it should continue past the June 1, 2013 deadline.

Mr. Holmes stated that there are opposing policies that relate to this action. Although the economic guiding principal of "foster an entrepreneurial environment that supports local and start up businesses" is supported by allowing additional advertising opportunities; the action steps of "maintaining and improving the aesthetic appearance of the City" in gateway areas, may be hindered by increased signage.

Mr. Holmes indicated that this item would have a small fiscal impact on the City, in that applications will have to be collected and the banners monitored, without a new revenue source.

As background, Mr. Holmes stated that the Planning Board is required to make a determination as to whether land development regulations are consistent with the Comprehensive Plan. At their April 15, 2009 meeting, the Board voted 4 to 2, that the proposed changes were not consistent with the Comprehensive Plan. The majority believed that the ordinance would be an extra burden on the city staff to enforce the changes, and that it was not in line with the policies promoting aesthetics for the purpose of encouraging economic development. The minority voters did not see the inconsistencies, if it was a change for only one year. This extension was not presented to the Board this time, because it is just an extension of the same ordinance, which was previously reviewed.

Staff's review of the Comprehensive Plan found no specific goals, objectives, or policies relating to banner signs.

It was recommended that the City Commission approve the extension on first reading.

Mayor Apgar opened the Public Hearing.

There being no comment, the Public Hearing was closed.

A motion was made by Commissioner Johnson to approve the Ordinance on first reading. Commissioner Paiva seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Johnson	Yes
Commissioner Martin	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

4. First Reading of Ordinance Amending Chapter 26 of the Code of Ordinances, "Streets and Sidewalks," to Amend the Regulations re Sidewalk Cafes. *[THIS ITEM WAS MOVED UP ON THE AGENDA].*

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2012 - 13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, REPEALING SECTION 26-9.5 "SIDEWALK CAFÉS" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND, AND BY PLACING IN ITS STEAD A NEW SECTION 26-9.5 "SIDEWALK CAFÉS" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Holmes reported that the City Commission considers all applications for outdoor cafes on right-of-way. In the downtown area some sidewalks are prescriptive (refer to Background section of this RCA.) Currently, the regulations governing sidewalk café's only allow alcoholic beverage consumption for outdoor café's on sidewalks under private ownership. It is not allowed on sidewalks that are owned by the City or the State of Florida. The majority of establishments

that allow alcohol consumption do so on all areas designated as a sidewalk café and not just the privately owned portions of the sidewalk. In order to determine ownership, surveys are required, which can be expensive, if they are not currently available.

Staff is proposing to change the regulations, to allow alcohol consumption throughout the area designated for an outdoor café by the City Commission, regardless of ownership of the sidewalk. This would allow for more consistent enforcement and make the regulations easier to follow. The proposed change in the regulations would no longer require the owner to submit a survey, thus making it easier and quicker to open an outdoor café or change ownership for an existing one. One other change is to eliminate the ability to allow constructed improvements for sidewalk cafes in the right-of-way, either prescriptive or public.

After this change is made to the regulations, staff will continue to contact each operator of a sidewalk café, to update their license agreement.

Mr. Holmes indicated that this item does not have a fiscal impact on the City.

As background, Mr. Holmes stated that in the spring of 2008, the sidewalk café ordinance was amended to clarify the process for approving sidewalk cafés, and when the license agreements need to be updated. Since that time, a different issue has arisen, as to where alcohol can be served. Because of the frequent turnover in ownership and management, it was not always explained to new owners that new agreements were necessary and where there are limitations for serving alcohol. Therefore; to help make it easier for owners of outdoor cafes, staff is proposing this change.

Prescriptive Right of Way – That portion of the right of way, or sidewalk, over which the applicant may hold a legal ownership interest, but over which the City of DeLand and the general public have a prescriptive easement over the full width of the sidewalk as it now exists by virtue of the public's use of the sidewalk as a walking thoroughfare and the City's maintenance of the sidewalk in years past.

It was recommended that the City Commission approve the Revisions to Chapter 26, Streets and Sidewalks, on first reading.

Mayor Apgar opened the Public Hearing.

Scott Price, 146 Woodland Blvd, asked about the addition of the prescriptive easement and the licensee giving up property rights. Mr. Elkind gave a brief background on the sidewalk ordinance. He stated that this Ordinance was a cleanup some in material verbiage.

There being no further comment, the Public Hearing was closed.

Commissioner Matusick asked if the existing sidewalk café's have license agreements with the City. Mrs. Arrington stated that the City staff is currently working on getting those business licensed.

Commissioner Martin asked if a business sells only beverages but gives food away to attract business would that be allowed under the current Ordinance. Mr. Elkind stated that it would as long it is part of the practice of the business to give the food away. Mrs. Arrington stated that it was not staff's intent to change the current regulations except to clarify a situation of serving alcohol in the property line.

Mayor Apgar stated that when the Ordinance was originally drafted it was a big step in the process of relaxing the City's alcohol policy. He requested that staff research at second reading as he does not want to have to force licensee's to change their business practices.

A motion was made by Commissioner Johnson to approve the Ordinance on first reading. Commissioner Paiva seconded the motion. Commissioner Martin stated that Section H does not allow the business to manage customer usage. Mr. Elkind stated that he would look into the issue.

After no further discussion, the motion carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Johnson	Yes
Commissioner Martin	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

5. First Reading of Ordinance 2011-07 re Reduction in Water Development (Impact) Fees, by Extending the Expiration Date. *[THIS ITEM WAS MOVED UP ON THE AGENDA].*

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2012 - 14

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING ORDINANCE NO. 2011-07 ADOPTED ON SEPTEMBER 6, 2011, BY EXTENDING THE EXPIRATION DATE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Riger reported that on September 6, 2011, the City Commission passed an Ordinance, which amended Chapter 30 of the Code of Ordinances to allow for reduction in water development (impact) fees if residential wells are found to be contaminated as some are in the Country Club Estates Subdivision. The Ordinance provided the Commission with the ability to reduce payment by 50% of water development fees for a residential structure located on a parcel of property within 450 feet of a parcel of property with a well producing water which has been tested and found to contain contaminants above health advisory levels (HALs) as defined by the Florida Administrative Code.

The Ordinance contains a provision that it shall expire on September 30, 2012 unless renewed by action of the City Commission.

As the Commission will recall, the bulk of Country Club Estates is not currently served with City water mains capable of connecting all of the residences within the development. Construction of new water mains throughout the subdivision is ongoing and, to date, more than 50% of the pipelines have been installed. A first phase of this project should be ready for connection of residences by approximately the end of June. While substantial completion of this project may occur before September 30, 2012, staff is concerned that, due to financial considerations, the fact that some homeowners are out of town during the summer months and potential delays in making the physical connection from existing residences to the service points installed in the

right-of-way, unless this Ordinance is extended, many of the residents who the City Commission had intended to benefit from the partial development fee waiver will be unable to use it.

Mr. Riger indicated that in the Request for Commission Action dated September 6, 2011, staff stated that, should every resident in the DeLand Country Club Estates neighborhood connect to City water, the fiscal impact would be $417,401. Extension of the Ordinance, as recommended in this RCA, is not expected to change that amount.

As background, Mr. Riger stated that following adoption of the original Ordinance (2011-07), the Commission also approved a resolution, which provides the City Manager with the authority to finance impact fee payments for new customers who qualify for potential impact fee waivers. This resolution terminates automatically upon expiration of Ordinance 2011-07. Staff plans to prepare a revised resolution to extend authority for financing for consideration to be considered by the Commission following second reading of the subject ordinance.

It was recommended that the City Commission approve the proposed Ordinance on first reading amending Ordinance No. 2011-07 by extending the expiration date until September 30, 2013.

Mayor Apgar opened the Public Hearing.

There being no comment, the Public Hearing was closed.

A motion was made by Commissioner Matusick to approve the Ordinance on first reading. Commissioner Paiva seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Johnson	Yes
Commissioner Martin	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

6. Consideration re Removal of Historic Live Oak Tree Located at the Intersection of So. Adelle and West Armstrong Avenues. *[THIS ITEM WAS MOVED UP ON THE AGENDA].*

RESOLUTION NO. 2012 - 30

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REMOVAL OF A HISTORIC LIVE OAK TREE LOCATED AT THE INTERSECTION OF SOUTH ADELLE AVENUE AND WEST ARMSTRONG AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Fredrick reported that the Streets Division of Public Works requested that a 30" DBH Live Oak located in the public-right-of-way be removed because it is causing damage to the street and blocking the line-of-sight at the intersection of S Adelle Ave. and W. Armstrong Ave. The City Land Development Regulations pertaining to historic tree removal require that before the removal of any Live Oak tree over 25" in diameter should occur, it must be approved by the City Commission.

The City Forester has determined that the tree is historic. It appears to be in acceptable health; however, there is some evidence of decay at the base. The tree does not currently appear to be hazardous; however, with the amount of decay at the base, any additional damage to the root structure, such as the roadwork proposed to be completed adjacent to the tree, might result in root damage, which could destabilize the tree and accelerate its decline.

At its May 21, 2012 meeting, the Tree Advisory Committee recommended approval for the removal of the 30" DBH tree because it appeared to be a traffic safety hazard due to its line-of-sight issues.

Mr. Fredrick indicated that the City Land Development Regulations require mitigation for the removal of historic trees. The minimum replacement for historic trees according to Section 33-57.05 (d) is one hundred percent DBH, or 30" DBH replacement to be provided to mitigate for the loss of the tree. The minimum size for replacement trees is six-inch caliper and ten feet height.

Five 6" DBH replacement Live Oak trees would be required. The cost for replacement would be therefore be approximately $5,000 for plant materials, delivery and installation.

Because the City Tree Division operates an active urban forestry program which includes the City nursery, the annual Tree Give Away, and routine planting of approximately 100 trees per year on City property or in the City ROW, staff requests that the Commission consider that these activities mitigate the removal of this (subject) tree.

As background, Mr. Fredrick distributed copies of the work order initiating the request, along with the minutes from the May 21, 2012 Tree Advisory Committee meeting and photos of the tree.

It was recommended that the City Commission approve the proposed Resolution authorizing removal of this historic live oak located at the intersection of S. Adelle Ave. and W Armstrong Ave. to correct a line of sight safety issue and also that the current tree planting efforts of the City Tree Division be considered as adequate mitigation for this historic tree removal.

Commissioner Matusick asked if this item was brought up by the public or by staff. Mr. Riger stated that it was generated with the Police Department and some public complaint regarding line of site issues.

A motion was made by Commissioner Matusick to adopt the Resolution. Commissioner Johnson seconded the motion, which carried by a unanimous vote.

2. Consideration re Demolition of Historic Building, Stover Theatre (Stetson University). *[THIS ITEM WAS MOVED DOWN ON THE AGENDA].*

Ms. Dunagan reported that Stetson University (applicant) has submitted an application to demolish 535 North Florida Avenue, Stover Theatre. On June 7, 2012, the Historic Preservation Board voted 5-0 to deny the Certificate of Appropriateness. The Board took this action because the structure is the first theatre built for that purpose at a private University and because the structure itself seemed to have only minimal problems and not structural problems.

A Certificate of Appropriateness is required for any demolition on properties within designated Historic Districts and individually designated historic properties. The HPB reviews requests for demolition based on the following criteria from the Land Development Regulations:

Section 33-34.03(b). Demolition of any building, object or structure.

a. The historic or architectural significance of the building, structure, or object;
b. The importance of the building, structure, or object to the ambiance of a district;
c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;
d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;
e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;
f. Whether reasonable measures can be taken to save the building, structure, or object from collapse; and
g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

The Historic Preservation Board discussed each of these items at their June 7th meeting. In their discussion regarding the above 7 criteria they determined the three main points for making their decision were: Stover Theatre does have architectural significance, it is listed on the National Register and is a contributing building (criteria a), the structure is the first theatre built for that purpose at a private University (criteria b) and because the structure itself seemed to have only minimal problems and not structural problems (criteria f).

Stetson presented the following deficiencies as reason to approve the demolition:

1. Deteriorating mortar joints in the brickwork, damaged by years of water intrusion,
2. A leaky flat roof and parapets,
3. Inadequate restrooms and dressing rooms,
4. Inadequate accessibility for people with disabilities,
5. Plaster contains asbestos, perpetual dampness in the basement and structural problems.

In addition, Stetson representatives indicated that the building does not fit in with their strategic plan, which includes growing the undergraduate enrollment to 3,000 students. They explained that the University had made arrangements with the Cultural Arts Center for use of up-to-date theatre facilities that meet student needs. Stetson also indicated the future use under the Master Plan was to create an improved green area on the site adjacent to a large parking area, (the tennis courts and racquet ball courts would be relocated to the east side of campus) next to Cummings Gym which would be preserved and used as a conference center. A new performing arts center would be constructed to the southeast near Sampson Hall.

Ms. Dunagan stated that the Strategic Focus Area of "Preserving Sense of community in the core city as a key asset" contains an action step to "Support preservation for historic structures in the core City as well as throughout the City."

Ms. Dunagan stated that consideration of this request will not impact the City Budget.

As background, Ms. Dunagan reported that there have been numerous articles written, emails sent to staff and City Commission as well as Power Point Presentations by staff and Stetson University, all of which are available for viewing at the Planning Department in City Hall.

It was recommended by the Historic Preservation Board to deny the Certificate of Appropriateness for the demolition of Stover Theatre.

Mayor Apgar stated that the Commission has received a number of emails related to this.

Commissioner Johnson stated that he would not be voting on this item due to a conflict of interest.

I, Vonzelle Johnson, hereby disclose that on June 18, 2012,

(a) A measure came or will come before my agency which *(check one)*
___ inured to my special private gain or loss;
___ inured to the special gain or loss of my business associate, _____;
__ inured to the special gain or loss of my relative, _____;
_X_ inured to the special gain or loss of Stetson University, by whom I am retained; or
___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal, which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

New Business item 2. Consideration re Demolition of Historic Building, Stover Theatre (Stetson University).

I am a grant employee of Stetson University.

Mayor Apgar stated that for the record he has forwarded as many of the emails received as possible. He stated that he personally has had a few brief conversations with Dr. Libby, Susie Macon, Randy Griffiths, Jim Armstrong, Maria Becker, Mr. Paul, Mr. Allen, Mr. Huth and David Rigsby regarding this matter.

Commissioner Matusick asked if she has a conflict as her spouse works for Stetson University. Mr. Elkind stated the Commissioner Matusick stated that she does not have a conflict and is required to vote on the item.

Commissioner Matusick stated that she personally spoke to Dr. Wendy Libby, Dr. Richard Libby, Mr. Allen, Mr. Rigsby, Tad Kasbeer, Barb Shepherd, Michael Fronk, Robert Matusick and several staff members.

Commissioner Martin state that he personally spoke to Dr. Wendy Libby and Mr. Rigsby.

Commissioner Paiva stated the he personally spoke to Tad Kasbeer, David Monk, Mr. Allen, Mr. Rigbsy, Sidney Johnston, Glen Brickey, Barb Shepherd and numerous family members.

Bob Huth, Vice President of Business and Chief Financial Officer of Stetson University, 3465 Trail in the Pines. He requested approval of demolition. He introduced his colleagues and gave regrets that President Libby was unable to attend as she is in Dallas, Texas.

Al Allen, 450 S. Minnesota Avenue, he gave an overview of the campus strategy and how the decision was reached by the faculty.

Ken Smith, 8301 Cypress Plaza Drive, Jacksonville, he went over the historical significance of the building. Mr. Allen continued the discussion of the historical significance of the building. Mr. Huth finalized the discussion of the historical significance of the building.

Sally Landis Bohon, 2140 Glenwood Hammock Road, spoke against the demolition of the theatre.

Mayor Apgar asked if Ms. Bohon was aware of the original intent of the building was. Ms. Bohon stated that it was originally built as a theatre but the church was not happy with something being called a theatre in that time.

Elise Holt, 440 E. Wisconsin Avenue, spoke against the demolition of the theatre.

Betty Drees Johnson, 722 N. Arlington Avenue, spoke in favor of the demolition of the theatre.

Dr. Richard J. Gibson, 503 N. Clara Avenue, spoke against the demolition of the theatre.

Tom Roberts, 257 Huntington Drive, spoke against the demolition of the theatre.

Michael Fronk, 420 E. Rich Avenue, spoke in favor of the demolition of the theatre.

Storm Kazmierczak, 1641 Bear Paw Lane, spoke in favor of the demolition of the theatre.

Mark Watts, 3851 E. New York Avenue, Suite 200, spoke in favor of the demolition of the theatre.

Dr. Grady Ballinger, Dean of the College of Arts and Sciences at Stetson University, spoke in favor of the demolition of the theatre.

Alex Ford, 145 E. Rich Avenue, spoke in favor of the demolition of the theatre.

Sidney Johnston, 535 N. Clara Avenue, spoke in favor of the demolition of the theatre.

Kayla Blum, 300 Edgewood Boulevard, spoke in favor of the demolition of the theatre.

Julia Neumann, 136 N. Clara Avenue, spoke against the demolition of the theatre.

Linda Colrard Dorian, 790 Onyx Parkway, spoke on behalf of the Museum of Florida Arts in favor of demolition of the theatre.

Bob Boraski, 528 N. Florida, spoke on his neutral stand on the demolition of the theatre.

Tanner Andrews, 112 W. New York Avenue, Suite 203, spoke on the theatre being a demolition by neglect issue.

Ray Long, 1884 Palmetto Road, spoke in favor of the demolition of the theatre.

Ms. Cross, DeLand, spoke against the demolition of the theatre.

Mayor Apgar called for a brief recess.

Mayor Apgar reconvened the meeting.

Mayor Apgar stated that there is obviously lots of emotion and strong feelings. He complimented everyone on their civility of their presentations and they were appreciated by the Commission. He reported that no matter the outcome of this item, the City Commission recognizes the volunteer efforts of Historic Preservation Board, but points out that the boards focus is narrower, while the Commissions focus is broader and more community minded. He stated that the Historic Preservation Board has a lot of decision making authority, but on demolition, authority lies with the City Commission.

Commissioner Matusick asked Stetson what will happen to the theatre program, how will the program grow and what are advantages of the program to use the Florida. Museum of Art. Mr. Allen stated that the school is positioned to have more students enroll and participate in theatre programs.

Commissioner Matusick asked if there were any reports from engineers and air quality experts on the condition of the building. Mr. Allen stated that he has reports on the indoor air quality and the asbestos. He stated that there has been a number of studies done as to the construction issues of the building.

Commissioner Matusick asked if there has been discussion of the possibility to name theatre at the Museum "Stover Theatre". Mr. Allen stated that there has not been a discussion as to the renaming of the Museums theatre. Commissioner Matusick asked if the plans for a new performing arts theatre someplace else on campus could in any way redo the building to include part in the new performing arts center. Mr. Allen stated that he is not certain the building could be utilized in anyway.

Mayor Apgar asked if the University were to expand in place, would there be additional on site parking required, and new stormwater requirements. Mr. Holmes stated that more parking would be required if seating expanded. Mr. Riger stated that stormwater management would need to be created on site.

Mayor Apgar stated that he read somewhere that there are two other buildings that the University is considering to be added to the contributing building list. Mr. Allen stated that the two buildings being considered are Emily Hall and Allen Hall.

Mayor Apgar asked about resource utilization and financial priorities/improvements to other facilities. Mr. Huth stated that the priorities currently are the Carlton Union Building needs renovation; build a welcome center, student success center, increasing number of students to help pay maintenance costs, and a new 140 bed residence hall.

Mayor Apgar asked what is capital investment in the Museum of Florida Art. Mr. Huth stated approximately $200,000 - $300,000 investment in the Museum, which a lot of could take with the program upon relocation.

Mayor Apgar asked for an estimate on investments made to upgrade DeLand Hall, Elizabeth Hall and Flagler Hall. Mr. Allen stated that in last two years the University has invested

approximately $2.2 million. He stated that they all need continued work in the future so in total an investment of approximately $5,000,000, which does not include Conrad Hall.

Mayor Apgar asked what is the mitigation strategy for the preservation of some of the items from the current building. Mr. Huth stated that it is intended to relocate pictures of Dr. Stover to museum, save four metal columns and use in tribute to Dr. Stover in new performing arts center, reuse windows, railings inside foyer, and the idea of brick walkway is good but would need to make sure it is the right brick for that. Mr. Allen stated that in the demolition contract they will be required to save as many bricks and clean them and could be used for seating if not walkways.

Mayor Apgar asked when the historic districts were created, grant funding was more available, what trends have been seen in terms of historic preservation grant dollars. Mr. Rigsby stated that the University applied and was awarded state funding, but it was a very limited amount. Mr. Johnston stated that the grants requested from the state were spread out amongst many agencies that year. He stated that there are no longer any special category grants. Ms. Dunagan stated that the description of the grant issues is accurate.

Commissioner Martin thanked everyone for the patient conversation on this matter. He stated that there is little that could be said to summarize the speakers of the evening, but he thinks a lot of common threads.

A motion was made by Commissioner Martin to approve demolition. Commissioner Paiva seconded the motion, which carried by a unanimous vote, with Commissioner Johnson abstaining.

7. Appointment of Florida League of Cities Voting Delegate.

Mr. Pleus reported that each year the Florida League of Cities requests that each City approve a voting delegate that will be attending the conference in August. Distributed was a memo from Mike Sittig, Executive Director of the League and the form required for designating the voting delegate. The voting delegate needs to be a Commissioner that will be attending the conference in August.

It is recommended that the City Commission approve a voting delegate and direct staff to complete the paperwork and return it to the League.

A motion was made by Commissioner Paiva to appoint Mayor Apgar as the voting delegate. Commissioner Matusick seconded the motion, which carried by a unanimous vote.

CITY MANAGER'S REPORT

There being no report from the City Manager, this portion of the meeting was closed.

CITY ATTORNEY'S REPORT

There being no report from the City Attorney, this portion of the meeting was closed.

CITY CLERK'S REPORT

There being no report from the City Clerk, this portion of the meeting was closed.

CITY COMMISSION

Commissioner Matusick stated that the TPO is working toward putting a process together to do a national search for the new Executive Director of the TPO.

Commissioner Matusick reported that she attended the SunRail ground breaking in Debary.

Commissioner Martin thanked the Mayor for the letter he received from him this week. He also congratulated Commissioner Paiva on his victory of his election. He stated that the last five years for him has been an absolute blast for him and hopes the next four are great also.

Commissioner Paiva stated that he is looking forward to the next four years on the Commission.

Commissioner Matusick thanked the Police Chief for the wonderful response to the recent rash of car break-ins in the area.

Mayor Apgar reported that the Publix on the Northend will reopen on June 28, 2012.

He stated that the annual backpack giveaway at Walmart will be on August 4, 2012.

He reported that he and Commissioner Matusick attended the opening of Kid City USA.

He reported that the annual Hurricane Luncheon for the City employees was a success.

Mayor Apgar reported that Wednesday, June 19, 2012 will be the Chambers Luncheon at Victoria Gardens.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:40 p.m.

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Johnson, Vonzelle	DeLand City Commission
MAILING ADDRESS 120 So. Florida Avenue	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: DeLand — COUNTY: Volusia	NAME OF POLITICAL SUBDIVISION City of DeLand
DATE ON WHICH VOTE OCCURRED June 18, 2012	MY POSITION IS. ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Vonzelle Johnson, hereby disclose that on June 18, 20 12:

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of Stetson University, by whom I am retained, or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

New Business No. 2: Consideration re Demolition of Historic Building, Stover Theatre (Stetson University).

I am a contract employee of Stetson University.

July 2, 2012
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, SEPTEMBER 21, 2015 AT 7:00 P.M.
CITY COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Apgar at 7:00 p.m.

Mayor Apgar requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk.

Mayor Apgar announced that Presentation No. 3 will be removed from the agenda and presented at a later date.

Mayor Apgar congratulated Commissioner Cloudman's daughter, Emily, for placing in the top eight (8) of the 15" beagle class at the Beagle National Specialty in Missouri.

INVOCATION: Pastor Burt McBride, Antioch Freewill Baptist Church, gave the invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Chris Cloudman	Present
Commissioner Leigh Matusick	Present
Mayor Robert F. Apgar	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Julia Hewitt, Deputy City Clerk; Bill Ridgway, Police Chief; John McDaniel, Fire Chief; Dale Arrington, Assistant City Manager; Kevin Lewis, Finance Director; Keith Riger, Public Services Director; Jim Ailes, Utilities Director; Rick Hall, Parks & Recreation Director; Demetrius Pressley, Assistant Public Works Director; Mike Holmes, Planning Director; Mark Hayward, Human Resources Director; Matt Adair, Chief Building Official; Steve Burley, Economic Development Manager; Maria Becker, Risk Management Administrator; Mike Grebosz, Assistant to the City Manager; members of the public and press.

PUBLIC HEARING: Resolution Adopting Final Millage Rate, Fiscal Year 2015-2016.
Resolution Adopting Final Budget, Fiscal Year 2015-2016.

RESOLUTION NO. 2015- 76

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR FISCAL YEAR 2015-16; REPEALING RESOLUTION 2015-68 WHICH ADOPTED A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2015-16; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a final operating millage rate of 6.9995 mills which is 2.62% more than the rolled-back rate of 6.8208 mills; and

WHEREAS, the City Commission of the City of DeLand does also intend to adopt a final voted debt service millage rate of 0.2540 mills; and

WHEREAS, the gross taxable value for operating purpose not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the city of DeLand as $1,343,948,956; and

WHEREAS, each taxpayer within the corporate limits of DeLand has been sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative budget and proposed millage rate; and

WHEREAS, a final public hearing was held at 7:00 p.m. at the City Hall Commission Chambers on September 21, 2015; and

WHEREAS, it is necessary for the City to approve and adopt its final millage rate for the fiscal year 2015-16;

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

Section 1. Resolution 2015-68 adopted September 9, 2015 following a public hearing which set a tentative millage rate, is hereby repealed in its entirety.

Section 2. The City Commission of the City of DeLand hereby adopts a 6.9995 final operating millage rate.

Section 3. The City Commission of the City of DeLand hereby adopts a 0.2540 final voted debt service millage rate.

Section 4. Any resolution or part of resolution in conflict herewith is hereby repealed.

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

PASSED AND DULY ADOPTED this 21st day of September 2015.

/s/ Robert F. Apgar
Mayor - Commissioner

ATTEST:

/s/ Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

/s/ Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 21, 2015, after a public hearing, by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Davis	Yes
Commissioner Cloudman	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

Dated this 21st day of September 2015.

/s/ Julie A. Hennessy
City Clerk - Auditor

RESOLUTION NO. 2015 - 77

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2015-16; REPEALING RESOLUTION 2015-69 WHICH ADOPTED A TENTATIVE BUDGET FOR FISCAL YEAR 2015-16; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, are ready to adopt a final budget; and

WHEREAS, a public hearing to finalize the final budget was held on September 21, 2015; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2015-16; and

WHEREAS, it is recommended by the City Manager to approve the budget.

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

Section 1. Resolution No. 2015-69 adopted September 9, 2015 which set a tentative budget, is hereby repealed in its entirety.

Section 2. The budgets for the General Fund at $26,772,724, Confiscated Trust Fund at $23,000, Governmental Impact Fees Trust Fund at $477,932, Grants and Special Revenue Fund at $330,682, Capital and Grant Projects Fund at $1,702,491, Water and Sewer Revenue Fund at $20,079,375, Water and Wastewater Trust Fund at $4,168,380, Airport Fund at $3,258,418, Refuse Collection Fund at $2,537,815, Stormwater Fund at $1,508,500, Permits and Inspections Fund at $997,015, Health Insurance Cost Containment Fund at $484,435, and Workers Compensation Self-Insurance Fund $720,886 for fiscal year 2015-16 as detailed on Attachment 'A', in accordance with s.166.241, F.S. as amended, and the Capital Improvement Program for fiscal years 2016-2017 through 2020-21, as submitted, are hereby approved.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 21st day of September 2015.

/s/ Robert F. Apgar
Mayor – Commissioner

ATTEST:

/s/ Julie A. Hennessy
City Clerk - Auditor

APPROVED IN FORM AND LEGALITY:

/s/ Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 21, 2015, after a public hearing, by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Davis	Yes
Commissioner Cloudman	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

Dated this 21st day of September 2015.

/s/ Julie A. Hennessy
City Clerk - Auditor

[THIS PORTION OF THE PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Capital Projects	Enterprise	Internal Service	Total
311000	Ad Valorem Taxes	9,206,002	-	-	-	-	9,206,002
312400	Local Option Gas Tax	290,000	200,000	-	-	-	490,000
312410	First Local Option Fuel Tax	-	-	-	-	-	-
312510	Fire Insurance Premium Tax (Firefighters' Pension)	131,765	-	-	-	-	131,765
312520	Casualty Insurance Premium Tax (Police Officers' Retirement)	167,056	-	-	-	-	167,056
314100	Utility Service Tax - Electricity	2,977,830	-	-	-	-	2,977,830
314300	Utility Service Tax - Water	618,669	-	-	-	-	618,669
314400	Utility Service Tax - Gas	156,881	-	-	-	-	156,881
314800	Utility Service Tax - Propane	61,735	-	-	-	-	61,735
315000	Communications Service Tax (Chapter 202)	1,019,569	-	-	-	-	1,019,569
316000	Local Business Tax (Chapter 205)	263,780	-	-	-	-	263,780
319000	Other General Taxes	-	-	-	840,355	-	840,355
322000	Building Permits	-	-	-	-	-	-
323100	Franchise Fee - Electricity	2,796,444	-	-	-	-	2,796,444
323400	Franchise Fee - Gas	80,000	-	-	-	-	80,000
323700	Franchise Fee - Solid Waste	298,643	327,932	-	2,300,000	-	2,926,575
324110	Impact Fees - Residential - Public Safety	-	-	-	-	-	-
324210	Impact Fees - Residential - Physical Environment	-	-	-	-	-	-
324610	Impact Fees - Residential - Culture/Recreation	-	-	-	-	-	-
324710	Impact Fees - Residential - Other	-	150,000	-	-	-	150,000
329000	Other Permits, Fees & Special Assessments	50,564	-	-	3,000	-	53,564
331100	Federal Grant - General Government	70,382	-	-	-	-	70,382
331200	Federal Grant - Public Safety	51,768	126,182	-	-	-	177,950
331390	Federal Grant - Other Physical Environment	-	-	-	-	-	-
331410	Federal Grant - Airport Development	-	-	-	-	-	-
334410	State Grant - Airport Development	-	-	-	2,118,545	-	2,118,545
334700	State Grant - Culture/Recreation	-	-	-	363,603	-	363,603
335120	State Revenue Sharing - Proceeds	860,240	-	-	-	-	860,240
335140	State Revenue Sharing - Mobile Home Licenses	17,000	-	-	-	-	17,000
335150	State Revenue Sharing - Alcoholic Beverage Licenses	25,750	-	-	-	-	25,750
335180	State Revenue Sharing - Local Government Half-Cent Sales Tax	1,510,767	-	-	-	-	1,510,767
335230	State Revenue Sharing - Emergency Management Assistance	16,839	-	-	-	-	16,839
335410	State Revenue Sharing - Airport Development	21,630	-	-	-	-	21,630
338000	Shared Revenue From Other Local Units	30,378	-	-	-	-	30,378
339000	Payments From Other Local Units In Lieu Of Taxes	2,037,248	-	-	139,510	1,205,321	3,382,079
341100	Service Charge - Recording Fees	-	-	-	-	-	-
341200	Internal Service Fund Fees and Charges	-	-	-	-	-	-
341900	Other General Government Charges and Fees	107,760	-	-	7,500	-	115,260
342100	Service Charge - Law Enforcement Services	56,500	-	-	-	-	56,500
342200	Service Charge - Fire Protection	-	-	-	-	-	-

Account Code	Revenue Description	General	Special Revenue	Capital Projects	Enterprise	Internal Service	Total
342900	Service Charge - Other Public Safety Charges and Fees	4,000	-	-	23,124,908	-	23,128,908
343300	Service Charge - Water Utility	-	-	-	-	-	-
343400	Service Charge - Garbage/Solid Waste	-	-	-	-	-	-
343500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	-	-
343600	Service Charge - Water/Sewer Combination Utility	-	-	-	12,243	-	12,243
343700	Service Charge - Conservation and Resource Management	1,500	-	-	-	-	1,500
343900	Service Charge - Other Physical Environment Charges	-	-	-	330,289	-	330,289
344100	Service Charge - Airports	-	-	-	-	-	-
347200	Service Charge - Parks and Recreation	57,000	-	-	-	-	57,000
347400	Service Charge - Special Events	73,163	-	-	-	-	73,163
347500	Service Charge - Special Recreation Facilities	140,651	-	-	-	-	140,651
347900	Service Charge - Other Culture/Recreation Charges	3,000	-	-	455,139	-	458,139
349000	Other Charges for Services	-	-	-	-	-	-
351100	Judgments and Fines - As Decided by County Court Criminal	39,000	-	-	-	-	39,000
351300	Judgments and Fines - As Decided by County Court Civil	6,000	-	-	-	-	6,000
351400	Judgments and Fines - As Decided by Circuit Court Civil	21,040	23,000	-	-	-	44,040
359000	Other Judgments, Fines and Forfeits	39,300	-	-	-	-	39,300
361100	Interest	90,000	-	-	154,150	-	244,150
362000	Rents and Royalties	-	-	-	1,035,584	-	1,035,584
364000	Disposition of Fixed Assets	10,000	-	-	2,000	-	12,000
366000	Contributions and donations from Private Sources	339,494	-	-	-	-	339,494
369900	Other Miscellaneous Revenues	487,418	-	-	129,000	-	616,418
381000	Inter-Fund Group Transfers In	1,297,914	4,500	1,702,491	1,464,777	-	4,469,682
382000	Contributions from Enterprise Operations	1,238,044	-	-	68,900	-	1,306,944
384000	Debt Proceeds	-	-	-	-	-	-
	Total FY 2015-2016 Revenues	26,772,724	831,614	1,702,491	32,549,503	1,205,321	63,061,653

Account Code	Expenditure Description	General	Special Revenue	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	97,678	-	-	-	-	97,678
512	Executive	665,541	-	-	-	-	665,541
513	Financial and Administrative	2,311,607	-	258,805	-	1,205,321	3,775,733
514	Legal counsel	216,309	-	-	-	-	216,309
515	Comprehensive Planning	507,756	-	-	-	-	507,756
519	Other General Governmental Services	4,592,601	477,932	-	-	-	5,070,533
521	Law Enforcement	8,173,260	23,000	219,230	-	-	8,415,490
522	Fire Control	4,214,892	-	400,000	-	-	4,614,892
524	Protective Inspections	222,079	-	-	997,015	-	1,219,094
533	Water Utility Services	-	-	-	4,140,449	-	4,140,449
534	Garbage/Solid Waste Control Services	-	-	-	2,537,815	-	2,537,815
535	Sewer/Wastewater Services	-	-	-	5,164,663	-	5,164,663
536	Water-Sewer Combination Services	-	-	-	13,649,798	-	13,649,798
539	Other Physical Environment	946,202	-	8,940	1,292,845	-	2,247,987
541	Road and Street Facilities	1,832,419	200,000	147,407	1,508,500	-	3,688,326
542	Airports	-	-	-	3,258,418	-	3,258,418
552	Industry Development	248,566	-	-	-	-	248,566
572	Parks and Recreation	2,629,834	130,682	668,109	-	-	3,428,625
573	Cultural Services	15,734	-	-	-	-	15,734
575	Special Recreation Facilities	91,414	-	-	-	-	91,414
579	Other Culture/Recreation	6,832	-	-	-	-	6,832
	Total FY 2015-2016 Expenditures	26,772,724	831,614	1,702,491	32,549,503	1,205,321	63,061,653

Mr. Lewis reported that this is the date set by the City Commission for the final public hearing on the proposed 2015-2016 budget and millage rate. The Resolution adopting the millage rate must be adopted before the Resolution adopting the budget, a requirement of TRIM. The tentative operating millage rate of 6.9995 is the rate advertised for adoption. The tentative operating millage rate is 2.62% above the rolled-back operating millage rate of 6.8208. A summary of the rolled-back and adopted operating millage rates for 10 fiscal years is shown below:

Fiscal Year	Rolled Back Rate	Adopted Millage
2015-16	6.8208	6.9995
2014-15	6.9299	7.0954
2013-14	7.0299	7.2385
2012-13	7.0168	7.0168
2011-12	6.6409	6.6409
2010-11	7.2375	5.9995
2009-10	6.2115	5.9995
2008-09	5.05098	5.05098
2007-08	5.02977	4.57709
2006-07	4.767	5.6977

The tentative debt service millage rate of 0.2540 is the rate advertised for adoption and included in the attached resolution. A summary of the adopted debt service millage rates for 10 fiscal years are shown below:

Fiscal Year	Adopted Millage	Fiscal Year	Adopted Millage
2015-16	0.2540	2010-11	0.2851
2014-15	0.3046	2009-10	0.2399
2013-14	0.3452	2008-09	0.2002
2012-13	0.3473	2007-08	0.1784
2011-12	0.3312	2006-07	0.19

Mr. Lewis reported that the proposed millage and budget provide funds necessary for operation of the City and establish the programs and direction the City will take in the next fiscal year.

Changes in the proposed budget due to the Commission's direction provided through the budget workshops or made because of more accurate information received subsequent to the budget workshops were presented at the September 9, 2015 meeting.

The net effect is a $137,779 increase in the total General Fund budget from what was originally presented during the budget workshops in July 2015 resulting in a total General Fund budget of $26,772,724. A comparison of millage rates is provided below.

	FY 15	FY 16 Currently Proposed	Net Change
Operating Millage	7.0954	6.9995	-0.0959
Debt Service Millage	0.3046	0.2540	-0.0506
Total Millage	7.4000	7.2535	0.1465

The General Fund is balanced at $26,772,724 compared to $24,541,538 for last year, an increase of $2,231,186.

The budget for all funds, including the Spring Hill CRA and the Downtown CRA budgets, was advertised at $63,402,082 compared to last year's advertised $56,439,663, an increase of $6,962,419 or 12.34%.

The General Fund's operating contingency account with the all recommended budget adjustments is $350,000.

Listed below are the FY 15-16 proposed budgets for various funds compared to FY 14-15 amended budgets as of September 1, 2015:

	Amended	Proposed
General Fund	25,072,769	26,772,724
Confiscated Trust Fund	21,281	23,000
Spring Hill Community Redevelopment Trust Fund	57,061	58,569
Governmental Impact Fees Trust Fund	315,932	477,932
Community Redevelopment Trust Fund	267,120	281,860
Grant Projects & Special Revenue Fund	1,308,095	330,682
Capital Fund	743,785	1,702,491
Water & Sewer Fund	25,321,488	20,079,375
Water & Wastewater Trust Fund	10,211,347	4,168,380
Airport Fund	4,354,898	3,258,418
Refuse Fund	2,603,900	2,537,815
Stormwater Fund	2,095,633	1,508,500
Permits & Inspections Fund	977,437	997,015
Health Insurance Cost Containment Fund	481,435	484,435
Workers Compensation Self Insurance Fund	732,509	720,886
	74,564,690	63,402,082

Mr. Lewis stated that should any adjustment increasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If taxable value increase is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publically advertised and approved millage rate, and apply any additional revenues to the City's future operating capital reserve.

- If the taxable value increase is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate downward in order to collect property taxes equal to the publically advertised and approved budget requirements.

On June 17, 2011 the state legislature amended s.166.241, F.S. adding the following language:

> At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the resolution adopting the tentative budget provides the information necessary to satisfy this requirement.

It was recommended that the Commission adopt the Resolution setting the operating millage rate at 6.9995 mills and the debt service millage rate at 0.2540 mills; and, adopt the Resolution establishing the budget for fiscal year 2015-16.

Mayor Apgar opened the public hearing for the tentative millage and tentative budget.

Mr. Pleus gave a power point presentation in which he reviewed important points related to the millage and budget.

There being no further comment, the public hearing was closed.

Mr. Lewis stated for the record that the proposed budget is balanced at an operating millage rate of 6.9995, which is 2.62% above the rolled-back operating millage rate of 6.8208. The debt service millage rate is 0.2540 mills.

****

A motion was made by Commissioner Matusick to adopt the final operating millage rate at 6.9995 mills and the final debt service millage rate at 0.2540 mills. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

A motion was made by Commissioner Paiva to adopt the final budget for fiscal year 2015-2016. Commissioner Cloudman seconded the motion, which carried by a unanimous vote.

PRESENTATIONS:

1. **Certificate of Recognition, Quarterly Neighborhood Beautification Award, SW Quadrant, to 404 South Salisbury Avenue (James C. & Patricia L. Breeding, and the Breeding Family Revocable Trust).**

Certificate of Recognition
Community Enhancement Award

Whereas, the DeLand City Commission has established a neighborhood beautification program for residential neighborhoods in order to recognize property owners, homeowners or neighborhood groups, or developers that have made significant enhancements or renovations to property located in the City of DeLand; and

Whereas, these properties are selected on a quarterly basis from one of the four quadrants of the City. This quarter's selection is from the southwest quadrant; and

Whereas, it is the desire of the DeLand City Commission to present this Community Enhancement Award to James C. & Patricia L. Breeding and Breeding Family Revocable **Trust** whose property is located at 404 South Salisbury Avenue; and

Whereas, the house contributes significantly to the enrichment of the neighborhood and an outstanding job has been done in the renovation of the house and in the maintenance of the landscaped grounds surrounding it.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, and on behalf of the DeLand City Commission, do hereby present this Community Enhancement Award to James C. & Patricia L. Breeding and Breeding Family Revocable Trust for the enhancement of their home at 404 South Salisbury Avenue. We commend them for their efforts to beautify our community.

Done and proclaimed this 21st day of September 2015.

/s/ Robert F. Apgar, Mayor

Attest:

/s/ Julie A. Hennessy, City Clerk - Auditor

Commissioner Paiva read the Certificate; Commissioner Davis presented the Certificate.

2. Proclamation, National Childhood Cancer Awareness Month.

Proclamation

Whereas, September is Childhood Cancer Awareness month which provides an opportunity to honor and remember those children affected by cancer by renewing our commitment to fighting childhood cancer, raising awareness, and supporting those children and their families affected by cancer; and

Whereas, childhood cancer kills more children than any other disease in the United States today, yet treatments designed for a child's body remain frustratingly out-of-reach; and

Whereas, the Childhood Cancer Foundation, Inc was founded in 2000 by 4 DeLand area friends to help families in need in Volusia County. The mission was twofold: ensuring no one has to face the diagnosis of childhood cancer alone, and to provide financial assistance to childhood cancer families during the most difficult time of their lives. The foundation's board is now made up of a number of local business people who have a passion for children and helping families in need; and

Whereas, the Childhood Cancer Foundation among other things, helps families in need by paying electric bills, buying groceries, clothes and gas and helping with car repairs and transportation. They do many fundraising events, like the Christmas 5k run, the Gala and Fashion Shows- not to just raise money-but to give the children suffering and their families something fun and positive as a focus. They supply the children in the hospital with pizza parties and become almost like family to the families of the children. Their efforts help the families that are being crushed by this disease because no parent should have to choose between gas money to get their child to chemotherapy or paying the electric bill; and

Whereas, during National Childhood Cancer Awareness Month, we remember those living with childhood cancer and their families and friends who provide them with love and support. Their courage and determination are an inspiration to us all; and

Whereas, we express our deep admiration and appreciation to the local Childhood Cancer Foundation for all they do to assist the families of children with cancer that live within Volusia County.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim the month of September 2015 as

Childhood Cancer Awareness Month

in the City of DeLand. We thank the Childhood Cancer Foundation, Inc for its service to the community and urge all citizens, businesses, health care professionals, educators, and volunteers to support preventing, treating and ultimately curing childhood cancer.

Done and proclaimed this 21st day of September 2015.

/s/ Robert F. Apgar, Mayor

Attest:

/s/ Julie A. Hennessy, City Clerk - Auditor

Commissioner Cloudman read the Proclamation; Mayor Apgar presented the Proclamation.

3. Certificates of Recognition from the Florida Main Street Program to MainStreet DeLand Association.

[THIS ITEM WAS REMOVED FROM THE AGENDA TO BE RESCHEDULED].

4. Proclamation, Local Works Day.

Proclamation

Whereas, our nation has a proud history of its local governments providing meaningful services on behalf of the American people; and

Whereas, local governments assemble through leaders from various trades and industries to develop new ideas, spread information and facilitate progress; and

Whereas, local governments have traditionally worked with citizens to create a strong sense of community; and

Whereas, local governments disseminate important information to their citizens and work with them to make better decisions at the local level; and

Whereas, the Florida Local Government Coalition (FLGC) encourages Florida's associates to promote local government services, and proclaim a Local Works Day in celebration of its member associations and the essential roles they play to be held on October 2, 2015.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim the October 2, 2015 as

Local Works Day

in the City of DeLand and urge all citizens to acquaint themselves with the issues facing this city and to recognize the contributions which local government officials and employees make every day to ensure the health, safety, comfort, and quality of life of the citizens of DeLand.

Done and proclaimed this 21st day of September, 2015.

/s/ Robert F. Apgar, Mayor

Attest

/s/ Julie A. Hennessy, City Clerk - Auditor

Commissioner Davis read the Proclamation; Commissioner Matusick presented the Proclamation to several City employees.

5. Employee Years of Service Award.

The City of DeLand is fortunate to have so many dedicated employees who have served the DeLand community for many years. To honor these outstanding employees, the City Commission presents them with a plaque.

20 Years of Service

William "WC" Miller, Utilities Department

It was recommended that the City Commission present the service awards.

Commissioner Paiva read the Certificate and presented it to Mr. Miller.

CONSENT AGENDA:

1. **Approval of Minutes.**
2. **Resolution Approving Temporary Limited License Agreement for Sidewalk Café, "Macs on Main," 100 East New York Avenue.**

RESOLUTION NO. 2015 – 78

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING A LIMITED LICENSE AGREEMENT FOR A TEMPORARY SIDEWALK CAFÉ FOR MAC'S ON MAIN, LOCATED AT 100 EAST NEW YORK AVENUE; PROVIDING AN EFFECTIVE DATE.

3. **Consideration re Extension to Agreement with A&Z General Cleaning Services, Inc., for City-wide Janitorial Services.**
4. **Consideration re Cooperative Economic Development Agreement with Team Volusia Economic Development Corp, Inc.**
5. **Consideration re Agreement with the DeLand Area Chamber of Commerce re Economic Retention Program, FY 2015 – 2016.**
6. **Consideration re Agreement with the Museum of Art DeLand for Downtown Sculpture Program, FY 2015 - 2016.**
7. **Resolution Authorizing Sole Source Purchase from Sunstate Meter and Supply, Inc., FY 2015 – 2016.**

RESOLUTION NO. 2015 - 79

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, WAIVING THE COMPETITIVE PURCHASING PROCESS AND AUTHORIZING A SINGLE SOURCE PURCHASE OF WATER METERS, ASSOCIATED PARTS AND METER SOFWARE FROM SUNSTATE METER AND SUPPLY, INC., FOR FISCAL YEAR 2015-2016; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

8. **Award of Bid, Water and Wastewater Chemical, Including Chlorine and Poly/Orthophosphate.**
9. **Consideration re CO #2, 2014 Water Main Improvements.**
10. **Resolution Approving Agreement with FDOT for Traffic Signal Maintenance and Compensation.**

RESOLUTION NO. 2015 - 80

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE MAYOR/COMMISSIONER TO EXECUTE A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

11. **Consideration re Three (3) Cost-Share Agreements Between the St. Johns River Water Management District and the City of DeLand.**

****

A motion was made by Commissioner Matusick approve Items 1-11 of the Consent Agenda. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

CLERKS NOTE: DETAILED INFORMATION REGARDING THE CONSENT AGENDA ITEM(S) WAS INCLUDED IN THE AGENDA PACKET IS AVAILABLE FOR INSPECTION IN THE CITY CLERK'S OFFICE.

****

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

There being no petitions and requests from the public, this portion of the meeting was closed.

BOARD APPOINTMENTS:

1. **Appointments to Historic Preservation Board.**

Mrs. Hennessy reported that Seat 2 on the Historic Preservation Board is vacant due to the resignation of Paige Hargrave. Terms are for three (3) years. At least four (4) of the seven (7) members shall be City residents; three (3) of the members may be non-residents who own land in the Historic District. Members shall, whenever possible, include a registered architect, and a representative from each of the following areas of expertise: history, real estate or real property appraisal, urban planning and engineering or building construction. With the current composition of the Board, this vacant seat does not have to be filled by a City resident.

Staff has received an application for Seat 2 from Renee Garrison, who is a City resident. No other applications have been received.

In addition, the terms for Seats 3, 6 and 7 will expire October 1, 2015. All three (3) of those members have requested reappointment. No other applications have been received.

In keeping with the City Commission's procedural policies with regard to appointments to Citizen Advisory Boards, the City Clerk's Office has notified the applicants and invited them to attend the City Commission meeting.

Membership on Citizen Advisory Boards supports the focus area of "High Value Government."

It is recommended that the City Commission appoint Renee Garrison to Seat 2 on the Historic Preservation Board, for a partial term to expire October 1, 2016; and reappoint Buz Nesbit, Regina Santilli and Milton Parkin to Seats 3, 6 and 7, respectively, for terms to expire October 1, 2018.

A motion was made by Commissioner Paiva to appoint Renee Garrison to Seat 2 on the Historic Preservation Board, for a partial term to expire October 1, 2016. Commissioner Matusick seconded the motion, which carried by a unanimous vote.

A motion was made by Commissioner Paiva to reappoint Buz Nesbit to Seat 3 on the Historic Preservation Board, for a term to expire October 1, 2018. Commissioner Cloudman seconded the motion, which carried by a unanimous vote.

A motion was made by Commissioner Paiva to reappoint Regina Santilli to Seat 6 on the Historic Preservation Board, for a term to expire October 1, 2018. Commissioner Matusick seconded the motion, which carried by a unanimous vote.

A motion was made by Commissioner Paiva to reappoint Milton Parkin to Seat 7 on the Historic Preservation Board, for a term to expire October 1, 2018. Commissioner Matusick seconded the motion, which carried by a unanimous vote.

OLD BUSINESS:

1. **Second Reading of Ordinance No. 2015 – 08, Annexing Approximately 1 Acre of Property, Located at 389 West Taylor Road, West of the Intersection of State Road 15A (Taylor Road) and South Clara Avenue.**

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2015 - 08

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING APPROXIMATELY +/- 1.0 ACRE OF PROPERTY LOCATED AT 389 WEST TAYLOR ROAD, WEST OF THE INTERSECTION OF STATE ROAD 15A (TAYLOR ROAD) AND SOUTH CLARA AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTY; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Hennessy reported that the ordinance passed first reading on July 20, 2015 and has been advertised pursuant to the law.

It was recommended that the City Commission approve the annexation on second reading.

Mayor Apgar opened the public hearing.

There being no comment, the public hearing was closed.

A motion was made by Commissioner Paiva to adopt the ordinance on second reading. Commissioner Matusick seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Davis	Yes
Commissioner Cloudman	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

2. Second Reading of Ordinance No. 2015 – 09, Changing the Land Use Designation of Approximately 1 Acre of Property, Located at 389 West Taylor Road, West of the Intersection of State Road 15A (Taylor Road) and South Clara Avenue.

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2015 - 09

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED 389 WEST TAYLOR ROAD, WEST OF THE INTERSECTION OF STATE ROAD 15A (TAYLOR ROAD) AND SOUTH CLARA AVENUE; FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY FUTURE LAND USE DESIGNATION TO THE CITY OF DELAND'S HIGHWAY COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mrs. Hennessy reported that the ordinance passed first reading on July 20, 2015 and has been advertised pursuant to the law.

It was recommended that the City Commission approve the annexation on second reading.

Mayor Apgar opened the public hearing.

There being no comment, the public hearing was closed.

A motion was made by Commissioner Matusick to adopt the ordinance on second reading. Commissioner Paiva seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Davis	Yes
Commissioner Cloudman	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

3. Second Reading of Ordinance No. 2015 – 10, Changing the Zoning of Approximately 1 Acre of Property, Located at 389 West Taylor Road, West of the Intersection of State Road 15A (Taylor Road) and South Clara Avenue.

Mr. Elkind read the following Ordinance by title only:

ORDINANCE NO. 2015 - 10

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-4C, URBAN SINGLE FAMILY RESIDENTIAL TO CITY OF DELAND'S C-2, COMMERCIAL, ON PROPERTY LOCATED AT 389 WEST TAYLOR ROAD, WEST OF THE INTERSECTION OF STATE ROAD 15A (TAYLOR ROAD) AND SOUTH CLARA 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; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mrs. Hennessy reported that the ordinance passed first reading on July 20, 2015 and has been advertised pursuant to the law.

It was recommended that the City Commission approve the annexation on second reading.

Mayor Apgar opened the public hearing.

There being no comment, the public hearing was closed.

A motion was made by Commissioner Matusick to adopt the ordinance on second reading. Commissioner Paiva seconded the motion, which carried by the following roll call vote:

Commissioner Paiva	Yes
Commissioner Davis	Yes
Commissioner Cloudman	Yes
Commissioner Matusick	Yes
Mayor Apgar	Yes

CLERKS NOTE: DETAILED INFORMATION REGARDING THE OLD BUSIINESS AGENDA ITEM(S) WAS INCLUDED IN THE AGENDA PACKET IS AVAILABLE FOR INSPECTION IN THE CITY CLERK'S OFFICE.

NEW BUSINESS:

1. Consideration re Proposed First Amendment and Partial Release of the Restrictive Covenant to the Benefit of the City of DeLand for Tree Protection Areas on the Country Club Corners Commercial Subdivision.

Mr. Elkind reported that when the Country Club Corners commercial project was being designed, the developer was not sure of the precise layout (i.e., to the inch) for their required tree protection areas (TPA's). The developer wanted the ability to adjust the layout of the TPA's without having to amend the plat for the property. The City accommodated this request by having the developer record a restrictive covenant which set forth the locations (to include the specific legal descriptions) of the required TPA's as well as all of the specific restrictions and requirements for the TPA's. Now that a site plan has been submitted for one of the out-parcels adjacent to one TPA, it is necessary for the developer to adjust the layout of one the TPA's to accommodate the placement of a sign. The proposed document serves that purpose.

The document does not in any way change the requirements for tree preservation on the overall site. It simply adjusts the layout of one of the TPA's. It was always the intent of the developer to make these adjustments as construction progressed.

It was recommended that the City Commission approve the proposed First Amendment and Partial Release of the restrictive covenant to the benefit of the City of DeLand for tree protection areas on the Country Club Corners commercial subdivision.

A motion was made by Commissioner Cloudman to approve the First Amendment and Partial Release of the Restrictive Covenant. Commissioner Davis seconded the motion, which carried by a unanimous vote.

2. Resolution Authorizing the Removal of Historic Tree Located at the Proposed Hotel Site at 308 No. Woodland Boulevard.

RESOLUTION NO. 2015 – 81

A RESOLUTION OF THE CITY COMMISSION DELAND, FLORIDA, APPROVING THE REQUEST OF COBB COLE LAW FIRM FOR THE REMOVAL OF A HISTORIC TREE LOCATED AT 308 NORTH WOODLAND BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Pressley stated that Cobb Cole has requested permission to remove one 36" DBH historic Eastern Red Cedar located in the project area for their proposed downtown hotel. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree is historic and in good condition.

At their September 1st meeting, four out of five of the Tree Advisory Committee members present recommended approval of the removal of the historic cedar tree. This recommendation was based on a determination that it would not be economically or practically feasible to develop the project without removing the tree. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees. The minimum size for replacement trees is six inch caliper and ten feet height. They further recommended that the applicant include at least one Red Cedar on the landscape plan as part of their replacement.

This item does not have a fiscal impact on the City.

At the September 1st meeting, the Tree Advisory Committee recommended approval of the removal of one 36" DBH Historic Cedar Tree. This recommendation was based on a determination that it would not be economically or practically feasible to develop the project without removing the historic tree. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees. The minimum size for replacement trees is six inch caliper and ten feet height. They further recommended that the applicant include at least one Red Cedar as part of their replacement plan.

Mr. Pressley presented copies of the location map for the project, the City Forester's Photo Log, and the Minutes from the September 1st Tree Advisory Committee meeting.

It was recommended that the City Commission approve the removal of one 36" DBH historic Cedar tree with the requirement that the applicant replace the tree with trees of a minimum six inch caliper and ten feet height such that 36 total inches DBH of replacement trees are provided. At least one of these replacement trees should be a Red Cedar.

A motion was made by Commissioner Matusick to adopt the resolution. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

3. **Resolution Authorizing the Removal of Historic Trees Located in the Department of Transportation Right-of-way, Along Woodland Boulevard at the Corner of East Hubbard Avenue, 250 Feet North of East Hubbard Avenue and 100 Feet South of West Euclid Avenue (501 South Woodland Boulevard).**

RESOLUTION NO. 2015 – 82

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REQUEST OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL OF TWO HISTORIC TREES, LOCATED RESPECTIVELY ON WOODLAND BOULEVARD AT THE CORNER OF EAST HUBBARD AVENUE AND ON WOODLAND BOULEVARD 250 FEET NORTH OF EAST HUBBARD AVENUE, AND DENYING THE REQUEST FOR THE REMOVAL OF A HISTORIC TREE LOCATED ON WOODLAND BOULEVARD 100 FEET SOUTH OF EUCLID AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Pressley stated that the Florida Department of Transportation has requested permission to remove three historic trees located in Department of Transportation (DOT) Right-of-Way (ROW) along Woodland Blvd. at the corner of East Hubbard Ave. 250 feet north of East Hubbard Ave., and 100 feet South of West Euclid Ave. The DOT has requested these removals to allow for the repair of damaged infrastructure. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the trees (listed below) are all historic:

- 53" DBH Live Oak at the corner of E. Hubbard Ave and Woodland Blvd.
- 39" DBH Live Oak located 250 feet north of East Hubbard Ave.
- 26" DBH Live Oak located 100 feet south of W. Euclid Ave.

At their September 1st meeting, the Tree Advisory Committee recommended approval of the removal of the 53" DBH Live Oak and the 39" DBH Live Oak, which are in fair to poor condition. This recommendation was based on a determination that it would not be economically or practically feasible to repair the roadway without removing the trees.

At their September 1st meeting, the Tree Advisory Committee suggested that the DOT explore other options rather than removing the 26" DBH Live Oak located 100 feet south of W. Euclid Ave. because of its good health and its value providing shade for the adjacent businesses.

This item does not have a fiscal impact on the City.

At the September 1st meeting, the Tree Advisory Committee recommended approval of the removal of two of the three requested historic trees. This recommendation was based on a determination that two of the trees were in poor condition, and it would not be economically or practically feasible to repair the infrastructure damage without removing the two historic trees.

Mr. Pressley presented copies of the location map for the project, the City Forester's Photo Log, and the Minutes from the September 1st Tree Advisory Committee meeting.

It was recommended that the City Commission approve the removal of two historic trees and deny the removal of the third tree until such time as the DOT provides additional evidence indicating that the repairs cannot be completed without removing the tree.

After discussion, a motion was made by Commissioner Paiva to approve as recommended by staff and adopt the resolution approving the removal of two historic trees and deny the removal of the third tree until such time as the DOT provides additional evidence indicating that the repairs cannot be completed without removing the tree. Commissioner Cloudman seconded the motion, which carried by a unanimous vote.

4. Resolution Authorizing the Removal of Historic Trees Located Next to the Stetson University Pi Beta Phi Building (547 Bert Fish Drive).

RESOLUTION NO. 2015 – 83

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REQUEST OF STETSON UNIVERSITY FOR THE REMOVAL OF A 29" DBH HISTORIC TREE AND DENYING THE REQUEST FOR THE REMOVAL OF A 30" DBH HISTORIC TREE, BOTH BEING LOCATED AT 547 BERT FISH DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Pressley stated that Stetson University has requested permission to remove two historic trees located next to the Pi Beta Phi Building at 547 Bert Fish Drive. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the trees (listed below) are historic. The larger tree is in fair condition, and the smaller tree is in poor condition.

- 29" DBH Live Oak
- 30" DBH Live Oak

At their September 1st meeting, the Tree Advisory Committee recommended approval of the removal of the 29" DBH Live Oak, which is leaning over a building due to its deteriorated condition and location adjacent to a building. They further recommended that the tree, once removed, not be stump ground to preserve the root structure of the adjacent tree.

The Tree Advisory Committee recommended denial of the removal of the 30" DBH Live Oak, which did not appear to be potentially hazardous at this time.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal.

This item does not have a fiscal impact on the City.

At the September 1st meeting, the Tree Advisory Committee recommended approval of the removal of the 29" DBH Live Oak tree. This recommendation was based on the deteriorated condition of the tree and its location adjacent to a building. The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for this historic tree. The minimum size for replacement trees is six inch caliper and ten feet height.

At the September 1st meeting, the Tree Advisory Committee recommended denial of the removal of the 30" DBH Live Oak tree. The Tree Advisory Committee felt that this tree's condition was not sufficiently deteriorated to warrant removal and that it might improve once the other tree is removed.

Mr. Pressley presented copies of the location map for the project, the City Forester's Photo Log, and the Minutes from the September 1st Tree Advisory Committee meeting.

It was recommended that the City Commission approve the removal of the 29" DBH historic tree with the requirement that the applicant be required to replace the trees with trees of a minimum six inch caliper and ten feet height such that 29 total inches DBH of replacement trees are provided; and, deny the removal of the 30" DBH historic tree because it does not appear to be sufficiently deteriorated at this time to warrant removal.

Commissioner Cloudman stated that he would not be voting on this item due to a conflict of interest.

I, Christopher Cloudman, hereby disclose that on September 21, 2015,

(a) A measure came or will come before my agency which *(check one)*
___ inured to my special private gain or loss;
___ inured to the special gain or loss of my business associate, _____;
___ inured to the special gain or loss of my relative, _____;
_X_ inured to the special gain or loss of Stetson University, which is my client; or
___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

New Business No. 4 - Resolution Authorizing the Removal of Historic Trees Located Next to the Stetson University Pi Beta Phi Building (547 Bert Fish Drive).

I have a conflicting interest because I am employed by a company which is retained by Stetson University, and Stetson University is one of my primary clients for which I am responsible through my employment.

David Rigsby, Stetson University, requested a copy of staff's recommendation. Mr. Riger briefly explained the recommendation of the Tree Advisory Committee and the City Forester.

A motion was made by Commissioner Paiva to adopt the resolution approving the removal of the 29" DBH historic tree with the requirement that the applicant be required to replace the tree with trees of a minimum six inch caliper and ten feet height such that 29 total inches DBH of replacement trees are provided; and, denying the removal of the 30" DBH historic tree because it does not appear to be sufficiently deteriorated at this time to warrant removal. Commissioner Matusick seconded the motion, which carried by a 4 – 1 vote; Commissioner Cloudman abstaining.

5. Consideration re 2015 – 2016 Volusia Delegation Legislative Agenda.

The Volusia Legislative Delegation will hold their annual Delegation hearings on October 16, 2015. During these hearings, the City of DeLand presents a legislative program consisting of issues of concern and requests for action or assistance. Typically, this program also includes some of the priority items identified by the Florida League of Cities because of their impact on all Florida cities. To date, the League has not released their final legislative program, but staff has identified some aspects of their legislative action agenda. Once the final program is completed, staff will recommend that the primary issues of concern identified in that program be

included in the City's legislative program which will be distributed in staff's meetings with our Delegation members. Staff recommends the Commission give consideration to the following general issues:

- *Comprehensive Tax Reform*
- *Municipal Police Officer and Firefighter Pension Reform*
- *Growth Management*
- *Economic Development*
- *Water Policy/Springs Protection*
- *Utility Relocation Cost Shift*
- *Communication Service Tax*
- *Municipal Home Rule*

Staff requests that the Commission consider the legislative agenda items listed, as well as any additional items that might be presented. Based on input from the Commission and the Florida League of Cities, staff will create a more formal Legislative Agenda that will be presented to the Delegation in future meetings during the Legislative Session.

In addition to the City of DeLand hosting the Volusia Delegation Hearing in October, staff notes that the cities, the County and the Chamber Alliance are planning several trips to Tallahassee during the Legislative Session. A specific Volusia Day event is unknown at this point.

The Volusia Delegation	
Representative Paul Renner	District 24
Representative Fred Costello	District 25
Representative David Santiago	District 27
Representative Dwayne Taylor	District 26
Senator Travis Hutson	District 6
Senator Dorothy Hukill	District 8
Senator David Simmons	District 10

Staff confirmed that the following additional projects will be added to the legislative agenda: Orange Baker American Legion Post; and, Pilot Program with Career Source of Volusia/Flagler. Copies of the budget request forms will be provided to the City Commission in their read file.

A motion was made by Commissioner Matusick to approve the 2015 – 2016 Volusia Delegation Legislative Agenda with the additions stated above. Commissioner Paiva seconded the motion, which carried by a unanimous vote.

6. Resolution in Support of Survey to Determine Feasibility of County-wide Transportation Sales Tax.

RESOLUTION NO. 2015 – 84

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, SUPPORTING THE DEVELOPMENT OF LOCAL TRANSPORTATION INFRASTRUCTURE AND SERVICES; IDENTIFYING A NEED TO CONDUCT A SURVEY TO DETERMINE COMMUNITY INTERESTS AND PRIORITIES REGARDING TRANSPORTATION SYSTEMS AND FUTURE FUNDING; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pleus reported that the County Council and the Roundtable of Volusia Elected Officials have had several discussions over the past year about transportation issues county-wide. Essentially, we have had a prolonged

period of gas tax revenues being flat or declining (gas tax revenues are not indexed to price but rather gallons). Additionally, with the recession most local governments reduced or eliminated general fund contributions toward road resurfacing and other projects. This has led to deferred maintenance and asset deterioration, no funding for road expansions, no ability to get grant funds if there is no local match, no funds for transit expansion, and no funding for bridges that need to be replaced or upgraded.

Some of the projects that have been identified include maximizing arterial networks, maintenance and repaving to upgrade levels of service, complete trail and sidewalk networks, transit system expansion to meet demands, replace and upgrade bridges, enhanced landscaping and aesthetics, and traffic management upgrades.

The County Council directed their staff to identify a process to determine whether a transportation sales tax is a viable funding alternative for transportation and whether residents would support such an initiative. Their staff believes that a necessary first step is for a survey to be conducted to determine public interest and priorities regarding transportation infrastructure and services. The survey would advise elected officials of public concerns and support for investments in transportation facilities. Survey data and feedback would provide a basis for the development of transportation plans by county and city governments. Survey cost would be allocated to the county (50%) with the remaining half allocated to the cities based on population. The total estimated cost of the survey is between $100,000 and $150,000. DeLand's share would be between $3,729 and $5,594, based upon the estimated costs. The County Council approved a similar resolution of support for the survey phase unanimously at their September 10th meeting and asked all the cities to do the same. A half cent Transportation Sales Tax is estimated to generate $37 million per year.

Staff also met with the DeLand Area Chamber of Commerce to determine whether the business community would be supportive of this first phase (survey) and they voted in favor of this initial phase. To be clear, this is not an endorsement of the transportation sales tax, nor are we asking the City Commission to endorse the transportation sales tax at this point. This request is only for Phase I, which would be to survey residents. If there is positive feedback from residents and should the Commission agree to proceed further, Phase II would be to develop the program and structure allocation of funding which could be completed by March 2016. Then a public education campaign and vote on the November 2016 ballot.

This item has a fiscal impact of $3,729-$5,594 depending upon survey cost, which can be funded from contingency.

Staff recommends approval of the resolution in support of a survey to gauge public interest in a transportation sales tax.
Mr. Pleus briefly reviewed the issue and staff's recommendation regarding same.

There was discussion regarding: that the cities' portion of the funding for Phase I would probably be divided between just the participating cities (not including those who do not wish to participate); whether or not the survey would provide information that could be used to determine the allocation of funds/projects; the benefits of the half-cent transportation sales tax over the current gas tax formula; whether or not a methodology could be developed that the voters would find attractive; and, how the formula will be divided between SunRail, Votran and general road improvements, and as to the road projects, how it will be allocated.

Commissioner Paiva stated that he will not vote in favor of the resolution because: there already exists a list of needed projects that should be prioritized – a list of wanted projects obtained from the public a year in advance may not coordinate with the list of needed projects or the existing infrastructure; and, he is concerned about proceeding with Phase I without a funding source in place - he will feel more comfortable when the County takes a leadership role in the sourcing and application of funding. He stated that he is not opposed to the half-cent sales tax or its placement on the ballot.

There being no further discussion, a motion was made by Commissioner Matusick to adopt the resolution. Commissioner Cloudman seconded the motion, which carried by a 4 - 1 vote; Commissioner Paiva dissenting.

7. Consideration re Collective Bargaining Agreement with DeLand Professional Firefighters, Local 4347 of the International Association of Fire Fighters (IAFF) for FY 2015-2017.

Mr. Hayward reported that staff has met with IAFF Local 4347 to negotiate a collective bargaining agreement. Parties have agreed to a two year agreement with an "opener" for benefits and wages in FY 2016-2017. The Union has ratified the contract which includes:

1. Must meet satisfactory or better annual performance evaluations to receive the 3% merit increase. (Which is funded in the FY 15-16 budget/pending budget process for FY 2016-2017).
2. Bargaining unit employees will have a second Personal Day awarded and must be used no later than September 30th of the fiscal year
3. Added the new Wellness Scan and Physical Assessment Testing for all bargaining unit employees.
4. Market value adjustments for Fire Lieutenants and Engineers once promoted to the next level of leadership.
5. New incentive category pay for bargaining unit employees who successfully attained Fire Officer I-IV educational and leadership certifications.
6. General housekeeping language pertaining to retirement information about vacation, sick and compensatory time pay outs.

The 3% merit is included in the FY 15-16 budget along with the increase in educational stipends. The market rate adjustments for promotion to Lieutenant and Commander will cost $14,600 which can be funded from contingency and or adjustments to the FD Budget.

Staff recommends approval of the contract with the IAFF 4347 for FY 2015-2017.

A motion was made by Commissioner Paiva to approve the collective bargaining agreement. Commissioner Matusick seconded the motion, which carried by a unanimous vote.

The City Commission thanked staff and the union for working together to reach this agreement.

CITY COMMISSION REPORTS:

1. Report re Elected Officials Round-Table.

Mayor Apgar reported that the Round-Table spent a considerable amount of time discussing transportation. Mayor Apgar stated that in the Water Subcommittee meeting, they discussed the idea that all issues in Volusia County be resolved in one bill. Mayor Apgar stated that homelessness was a topic, and that the City of DeLand will be sending Dale Arrington to Salt Lake City to network with other cities that have been successful with regard to the homelessness issue.

2. Report re River-to-Sea TPO.

Commission Matusick reported that the TPO approved the budget. Commissioner Matusick stated that the TPO had a presentation by Florida Department of Transportation regarding the Coast-to-Coast Connector using the widening of the I-4 bridge as the connector from Volusia into Seminole. This was not well received by the TPO or the Coast-to-Coast group. The issue was resolved and the bridge will be reworked and will not be as wide as

planned. Commissioner Matusick stated that the money Congressmen Mica had put aside for a 4-17 connector was approved.

CITY MANAGER'S REPORT

There being no report from the City Manager, this portion of the meeting was closed.

CITY ATTORNEY'S REPORT

There being no report from the City Attorney, this portion of the meeting was closed.

CITY CLERK'S REPORT

There being no report from the City Clerk, this portion of the meeting was closed.

CITY COMMISSION

Commissioner Davis thanked the Parks and Recreation Department for allowing her to be a part of the teardown of Freedom Playground. She is proud of this community project.

Commissioner Matusick stated that she presented a Proclamation to the Daughters of the American Revolution. Commissioner Matusick stated that she spoke with the guest speaker, Lieutenant Colonel Swindle, and had a great conversation about how connected DeLand is to the needs and activities of its veterans.

Commissioner Cloudman stated that the West Volusia Kennel Club hosted their dog show at the Fair Grounds and the event was successful.

Mayor Apgar announced the following upcoming events:

- Volusia League of Cities dinner, Sept. 24, 2015.
- DeLand High School Homecoming, Oct. 2, 2015.
- Mayor's Fitness Kickoff, Sept. 23, 2015.

Mayor Apgar stated that there continues to be interest in the Sun Rail for DeLand project.

Mayor Apgar stated that he attended a Florida League of Mayors board meeting, wherein they discussed becoming more proactive on legislative issues.

Mayor Apgar stated that he has developed a procedure for the next commission meeting regarding the Athens Commons II public hearing, which he will introduce at the beginning of that meeting.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:27 p.m.

Julie A. Hennessy

Julie Hennessy, MMC
City Clerk – Auditor

OFFICE OF THE CITY CLERK
CITY OF DELAND, FLORIDA

120 S. FLORIDA AVENUE, DELAND, FLORIDA 32720

386.626.7125
386.626.7130

GOWANC@DELANDFL.GOV

AUGUST 17, 2026

Re: Minutes of the December 4, 2023 City Commission Regular Meeting

Honorable Mayor and Commission,

Upon review of our records, it was discovered that a partial audio file is all that exists for the subject meeting. All items prior to New Business Item 2 are not included in the audio, and only a comment from the public and the vote for New Business Item 1 are included in the audio. The attached minutes are therefore mostly action minutes, created from notes taken during the meeting by a representative of the City Clerk's Office and information in the Requests for Council Action.

We ask that you approve these minutes for the record.

Thank you,



Christian D. Gowan, MPA, CMC
City Clerk-Auditor

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, DECEMBER 4, 2023, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, December 4, 2023 at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Don Jagers, Life Point Community Church, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Christopher Cloudman, Vice Mayor Charles Paiva, Commissioner Jessica Davis, Commissioner Dan Reed, Commissioner Kevin Reid

PRESENTATIONS

1. City of DeLand Super Star Student of the Month

   Commission Davis presented those in attendance with the Super Star Student of the Month certificate.

2. Certificate of Participation, Art in Public Places for Blue Lake Elementary and St. Barnabas

   Commissioner Dan Reed presented participants with a certificate in recognition of their participation in the Art in Public Places initiative.

3. Certificate of Thanks and Appreciation Presented to the Strategic Planning Committee Members

   Vice Mayor Paiva presented certificates to members of the Strategic Planning Committee.

4. Employee Years of Service Award

   Commissioner Kevin Reid presented a Years of Service Award to Craig Walter in recognition of years of service with the DeLand Police Department.

5. Fire Promotion – Dalton Barnes being Promoted to the Position of Engineer

   Chief Allen announced the promotion of Dalton Barnes to the position of Engineer with the DeLand Fire Department.

6. Stetson University Climate and Health Class re: Downtown Heat Mapping

Students from Stetson University gave a presentation to the Commission.

CONSENT AGENDA

Commissioner Kevin Reid asked that Item 2 be pulled for comments and separate consideration.

1. Resolution re; Surplus Equipment
    a. *No discussion*
2. Resolution Approving Sole Source Purchase for Selectron Technologies, Inc Managed Services
    a. *This item was pulled for separate discussion and not included in the approval of the Consent Agenda.*
3. Consideration re: Professional Services Agreement for Surveying Services with Blackwell
    a. *No discussion*
4. Consideration re: Professional Services Agreement for Utility Engineering and Surveying Services with McKim and Creed
    a. *No discussion*
5. Consideration re: Professional Services Agreement for Surveying Services with SSMC
    a. *No discussion*
6. Consideration re: Approval of Design Services – AVCON, Inc. for East Hangar Complex Phase 1B
    a. *No discussion*
7. Resolution Approving Sole Source Purchase for Water Plant #2 High Service Pump Replacement
    a. *No discussion*
8. Consideration re: Professional Services Agreement for Utility Engineering Services with Freese and Nichols
    a. *No discussion*
9. Consideration re: Professional Services Agreement for Utility Engineering Services with Mead and Hunt
    a. *No discussion*
10. Consideration re: South Reclaim Pump Station Project Change Order No. 2
    a. *No discussion*
11. Resolution Approving Sole Source Purchase with Flock Group, Inc.
    a. *No discussion*
12. Consideration re: Granting of Access Easement at DeLand Airport Aquifer Storage and Recovery Site
    a. *No discussion*
13. Consideration re: Assignment and Assumption of Lease Agreement, Awakening Potential, LLC (Stepping Stone Childcare) to Laugh and Learn Preschool, LLC
    a. *No discussion*
14. Resolution Approving Local Historic Designation for the “Heritage House” Located at 247 West Voorhis Avenue
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 1 AND 3-14. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

CONSENT ITEM 2: Resolution Approving Sole Source Purchase for Selectron Technologies, Inc Managed Services

MOTION TO APPROVE CONSENT ITEM 2. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY VICE MAYOR PAIVA.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT
No speakers addressed the Commission regarding items not on the agenda.

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-28, Amending Land Development Regulations to Add Doggie Daycare as an Allowed Use where Veterinary Clinics are Allowed and Adding Veterinary Clinics and Doggie Daycare Facilities with no Outside Runs or Kennels as a Conditional Use in C-2A.

   City Attorney Darren Elkind read Ordinance 2032-28 by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director, presented the item.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2023-28. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

2. Consideration re: Approval of Strategic Plan Steering Committee Recommendations and Updated Strategic Plan

   MOTION TO APPROVE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAN REED.

   THE MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS

1. First Reading of Ordinance Annexing Approximately 28.667 Acres of Property Located at 1298 South Blue Lake Avenue

   City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director, presented the item and the recommendations of the Planning Board and staff.

   Mike Woods, Cobb Cole, representative for the applicant, presented the proposal.

   Felicia DeMeere spoke regarding concerns about the proposed development, noted her opposition to the proposed annexation, and concerns about removal of green space as well as flooding.

   Further discussion followed on allowable density in Volusia County versus the City of DeLand.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE THE ORDINANCE ANNEXING APPROXIMATELY 28.667 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

2. First Reading of Ordinance Changing the Land Use for Approximately 26.011 Acres of Property Located at 1298 South Blue Lake Avenue from Volusia County Rural to City of DeLand Transitional Residential Development (TRD)

   City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director, reviewed the request, process, previous denial of annexation in February 2022, creation of Transitional Residential Development land use and density bonus, approval criteria, and staff's recommendation of approval.

   Further discussion followed on specifics of the density bonus program.

   Mike Woods, representative for the applicant, further reviewed the request and invited questions.

Greg Heeter spoke regarding flooding concerns, the state of retention ponds in his community, and factors that needed to be considered for the TRD designation.

Mara Whitridge spoke regarding flooding concerns.

Discussion followed regarding Community Development Districts (CDDs), consideration of impacts on surrounding properties, and density allowances within the proposed land use category.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE THE ORDINANCE CHANGING THE LAND USE FOR APPROXIMATELY 26.011 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE TO CITY OF DELAND TRD. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

3. First Reading of Ordinance Changing the Zoning for 26.011 Acres of Property Located at 1298 South Blue Lake Avenue from Volusia County A-2 (Rural Agriculture) to City of DeLand Planned Development (Taylor Ridge PD)

City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, reviewed the request, process, proposed concept plan and amenities, approval criteria, and noted the Planning Board and staff's recommendation of approval.

Discussion followed on stormwater retention, grading, and access to the property.

Mike Woods, representative for the applicant, reviewed the proposed project, noted plans to exceed stormwater retention requirements, noted the applicant was seeking the 25% density bonus, efforts to meet requirements of the land use, and highlighted proposed amenities.

Sean Fortier, applicant's engineer, further discussed design and capacity of on-site stormwater ponds.

Ray Bahrami, Director of Engineering, discussed city requirements related to stormwater retention and challenges associated with being in a landlocked basin.

Greg Heeter spoke regarding costs related to relining ponds and reiterated concerns about flooding.

Wendy Anderson spoke regarding the elevation of the site and asked that the Commission revisit the 60' decision to allow for preservation of more green space that would allow for better stormwater management.

Discussion followed on the 100-year/24-hour storm design criteria, city standards, questions about the proposed community park, tree preservation, and concerns that the project may not meet TRD requirements.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE THE ORDINANCE CHANGING THE ZONING FOR APPROXIMATELY 26.011 ACRES OF PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE TO CITY OF DELAND PD. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAVIS (NAY); DAN REED (NAY); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 3-2.

4. Consideration re: Garfield Tree Preservation Easement

City Manager Michael Pleus noted ongoing discussions and staff's recommendation that the Commission approve the proposed easement.

Jessica Buccolo and Mary Selter spoke in favor of the proposed preservation of the tree.

MOTION TO ACCEPT STAFF'S RECOMMENDATION TO APPROVE THE GARFIELD TREE PRESERVATION EASEMENT AS WELL AS THE ADDITIONAL AGREEMENT PRESENTED AT THE LAST MEETING. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY VICE MAYOR PAIVA.

THE MOTION CARRIED 4-1 WITH MAYOR CLOUDMAN DISSENTING.

5. Consideration re: Appointment of City Commissioner Representative to a Selection Committee for Architectural Services Consultant

Brief discussion followed on the timeline and requirements.

MOTION TO APPOINT KEVIN REID TO THE SELECTION COMMITTEE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

6. Resolution Approving the Removal of one 33" DBH Historic Tree Located at 1101 South Amelia Avenue

Mariellen Calabro, Public Works, was present and available for questions.

MOTION TO APPROVE STAFF'S RECOMMENDATION (APPROVING THE RESOLUTION ALLOWING REMOVAL OF THE HISTORIC TREE AT 1101 SOUTH AMELIA AVENUE). MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY

7. Resolution Approving the Removal of One (1) Historic Tree Locate on Common Area between 215 and 217 Meghan Circle

   Mariellen Calabro, Public Works, was present and available for questions.

   MOTION TO APPROVE STAFF'S RECOMMENDATION (APPROVING THE RESOLUTION ALLOWING THE REMOVAL OF ONE HISTORIC TREE BETWEEN 215 AND 217 MEGHAN CIRCLE). MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   THE MOTION CARRIED UNANIMOUSLY.

8. Consideration re: Change of Meeting Date, New Year's Day Holiday

   Mayor Cloudman noted the proposed rescheduled date would be Wednesday, January 3, 2024.

   MOTION TO APPROVE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

   THE MOTION CARRIED UNANIMOUSLY.

9. Consideration re: Change of Meeting Date, Dr. Martin Luther King, Jr. Holiday

   Mayor Cloudman noted the proposed rescheduled date would be Wednesday, January 17, 2024.

   MOTION TO APPROVE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

   THE MOTION CARRIED UNANIMOUSLY.

CITY MANAGER REPORT: No report was given.

CITY ATTORNEY REPORT: City Attorney Darren Elkind spoke regarding the Fall Festival of Arts.

CITY CLERK REPORT: City Clerk Julie Hennessy spoke briefly about board vacancies, applications, and anticipated timelines for consideration

CITY COMMISSION

Commissioner Davis noted her attendance at the Christmas Parade.

Commissioner Dan Reed noted his attendance at the annual Christmas Parade and Light Up DeLand event. Commissioner Dan Reed also asked a procedural question about allowable changes in plans for development projects.

Vice Mayor Paiva had no report.

Commissioner Kevin Reid wished everyone a safe and Happy Holidays.

Mayor Cloudman noted the inaugural Light Up DeLand event, DeLand High School appearance in the High School Football playoffs, and other upcoming events that he encouraged everyone to attend.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 11:38 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, DECEMBER 18, 2023, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, December 18, 2023 at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Mike Carroll, First Assembly Deland Church and Senior Chaplain Volusia Sheriff's Office, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Christopher Cloudman, Vice Mayor Charles Paiva, Commissioner Jessica Davis, Commissioner Dan Reed, Commissioner Kevin Reid

PRESENTATIONS

1. Resolution No. 2023-99: Honoring the Retirement of Detective Adam Cosens

   Commissioner Kevin Reid read and Vice Mayor Paiva presented the resolution for Detective Adam Cosens in recognition of his retirement from the DeLand Police Department.

   MOTION TO APPROVE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

   THE MOTION CARRIED UNANIMOUSLY.

   CONSENT AGENDA ITEM 1. Resolution Approving Surplus of Glock Firearm for Detective Adam Cosens

   MOTION TO APPROVE. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER DAVIS.

   THE MOTION CARRIED UNANIMOUSLY.

2. Employee Years of Service Awards

   Mayor Cloudman noted that Tyler Reagon was not able to attend and noted his 10 years of service to the City of DeLand .

Commissioner Davis read and presented a Years of Service Award to Kit Dennis in recognition of his 10 years of service to the City of DeLand.

CONSENT AGENDA

1. Resolution Approving Surplus of Glock Firearm for Detective Adam Cosens
    a. *This item was approved under presentations and not included in the approval of the Consent Agenda.*
2. Resolution re: Surplus Equipment
    a. *No discussion*
3. Consideration re: Gateway Grant for Property Located at 306 West Wisconsin Avenue
    a. *No discussion*
4. Resolution Approving Carryforward for FY 2023-2024 Budget Amendment
    a. *No discussion*
5. Consideration re: Approval of Minutes
    a. *No discussion*
6. Consideration re: Utility Service Agreement for STOR-IT Self Storage
    a. *No discussion*
7. Consideration re: Grant of Easement to Duke Energy, DeLand Airport PAPI Site Runway 30
    a. *No discussion*
8. Consideration re: Subordination Agreement, Laugh and Learn Preschool, LLC
    a. *No discussion*
9. Consideration re: Assignment and Assumption of Lease Agreement between Schalk Enterprises, LLC to Workman Land Group, LLC
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 2-9. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Jorge Figueredo, Sr. showed a video and discussed concerns regarding flooding in the Taylor Road and Blue Lake areas and asked that the city, county, and others work towards a solution.

JC Figueredo discussed flooding concerns at his property and then asked what was being done to address the homeless situation.

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-29, Changing the Zoning Amending the DeLand Toyota PD for Approximately 10.43 Acres of Property, Located at 1701 South Woodland Boulevard to Amend and Restate DeLand Toyota Planned Development for the Purpose of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building.

City Attorney Darren Elkind read Ordinance 2032-29 by title. Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner presented the reviewed the request, process, concept plan, approval criteria, and the recommendation of approval from the Planning Board and staff.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE ORDINANCE 2023-29. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER DAN REED.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

NEW BUSINESS

1. Resolution Approving Class IV Site Plan, Edith Starke Elementary School, Located at 730 South Parsons Avenue

Sam Nelson, Planner, presented the item including comments from the Planning Board and the review criteria, as well as staff's recommendation that the Commission approve the resolution.

Discussion followed on stormwater concerns and neighborhood engagement efforts.

City Attorney Darren Elkind noted that the city could make comments on the site plan but had no authority regarding approval and reviewed an existing Interlocal Agreement between the Volusia County School Board, Volusia County, and all municipalities.

John Dillard, Site Civil Engineer with Zev Cohen & Associates, Inc. discussed the site and associated challenges due to the fact the current campus had to remain open during construction of the new building. Mr. Dillard further noted the proposed site plan and design would result in the entire south area becoming a large retention pond with water piped down from the proposed building and significant improvements in drainage.

A representative from Volusia County Schools stated with regard to capacity there were plans to increase capacity from 427 to 650 based on direction from the School Board. It was also noted that contiguous school zones were being evaluated to balance capacity between Citrus Grove and Woodward Elementary Schools.

MOTION TO APPROVE. MOTION BY VICE MAYOR PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

THE MOTION CARRIED UNANIMOUSLY.

CITY COMMISSION REPORTS

1. Report re: Elected Officials Round Table: No report given
2. Report re: River-to-Sea TPO: Report given by Mayor Cloudman
3. Report re: River of Lakes Heritage Corridor: No report given

CITY MANAGER REPORT: City Manager Michael Pleus wished everyone a Happy Holidays.

CITY ATTORNEY REPORT: City Attorney Darren Elkind advised the City Commission about a letter received in reference to Glass House.

CITY CLERK REPORT: City Clerk Julie Hennessy wished everyone a Happy Holidays.

CITY COMMISSION

Commissioner Dan Reed shared some comments and wished everyone Happy Holidays.

Commissioner Kevin Reid shared some comments and wished everyone Happy Holidays.

Commissioner Davis shared some comments and wished everyone Happy Holidays.

Vice Mayor Paiva wished everyone Happy Holidays.

Mayor Cloudman shared some comments, made announcements, and wished everyone Happy Holidays.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 8:00 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, AUGUST 4, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, August 4, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Bishop Henry James, Thompson Street Tabernacle of Praise Church, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Vice Mayor Davis, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Blue Lake Woods Street Lighting District

   Mayor Cloudman opened the public hearing. There were no speakers for this item. Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE THE RESOLUTION CERTIFYING AND ADOPTING THE FY 2025-2026 ASSESSMENT ROLL FOR BLUE LAKE WOODS STREET LIGHTING DISTRICT. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

   MOTION CARRIED UNANIMOUSLY.

2. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Glenwood Springs Street Lighting District

   Mayor Cloudman opened the public hearing. Vice Mayor Davis asked if she was required to abstain due to living in the neighborhood. City Attorney Darren Elkind advised that the Vice Mayor was not required to recuse herself/abstain from voting. Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE THE RESOLUTION CERTIFYING AND ADOPTING THE FY 2025-2026 ASSESSMENT ROLL FOR GLENWOOD SPRINGS STREET LIGHTING DISTRICT. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

   MOTION CARRIED UNANIMOUSLY.

PRESENTATIONS

1. Resolution No. 2025-52, Honoring the Retirement of Nava-Jean Mazzaglia
   Commissioner Paiva read the resolution which was presented by Commissioner Kevin Reid to Ms. Mazzaglia in recognition of her 23 years of her service in the DeLand Police Department.

   MOTION TO ADOPT RESOLUTION 2025-52. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

   MOTION CARRIED UNANIMOUSLY.

2. Employee Years of Service Awards – Lt. Brendan "Sean" Langford, DeLand Fire Department

   Commissioner Dan Reed read and presented Lt. Langford with a recognition of his 20 years of service to the City of DeLand.

3. Presentation re: Housing Options Virtual Tour

   Carol Kuhn, Planning Director, presented an introduction to housing options as part of the ongoing efforts to update the Land Development Regulations, specifically focused on missing middle and small format housing. Ms. Kuhn noted that this virtual tour would be available on the city website as well.

   Discussion followed on how this information would be shared to the public.

CONSENT AGENDA

Vice Mayor Davis asked that Item 6 be pulled from the Consent Agenda prior to approval.

1. Consideration re: Change Order No. 1, Littleton Circle Drainage and ADA Repairs
   a. *No discussion*
2. Resolution Approving Florida Department of Transportation Community Aesthetics Feature Agreement
   a. *No discussion*
3. Consideration re: Award of Bid for DeLand Airport Airfield Markings
   a. *No discussion*
4. Resolution Supporting Completion of Improvements to Interstate 4, St. Johns River Bridge
   a. *No discussion*
5. Resolution Approving Procurement of Short-Barreled Rifles Using "Special Law Enforcement Trust Fund"
   a. *No discussion.*
6. Resolution Approving Donation to the Police Athletic League from the Forfeiture Trust Fund
   a. *This item was pulled for separate consideration and not included in the approval of the Consent Agenda.*

7. Consideration re: Ground Lease Termination, Prospect Real Estate, LLC, Located at 1991 and 1993 Industrial Drive
    a. *No discussion*
8. Consideration re: New Ground Lease Agreement, Prospect Real Estate, LLC, Located at 1991 and 1993 Industrial Drive
    a. *No discussion*
9. Consideration re: New Ground Lease Agreement, Prospect Real Estate, LLC, Located at 1995 Industrial Drive
    a. *No discussion*
10. Resolution re: Surplus Equipment
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 1-5 AND 7-10. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER PAIVA.

THE MOTION CARRIED UNANIMOUSLY.

NOTE: THE FOLLOWING ITEMS WERE PULLED FROM THE CONSENT AGENDA AND DISCUSSED IN THE ORDER SHOWN BELOW:

CONSENT ITEM 6: Resolution Approving Donation to the Police Athletic League from the Forfeiture Trust Fund

Vice Mayor Davis asked about proposed usage of the funds. Chief Umberger noted the funds would be used to assist programming and reviewed allowable uses.

MOTION TO APPROVE CONSENT ITEM 6. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Randy Williams spoke about Kensington Church and spoke about recreational vehicles. Mr. Williams also thanked the community.

BOARD APPOINTMENT

1. Consideration re: Appointments to the Airport Advisory Committee (AAC)

    Deputy City Clerk Julia Hewitt noted that current members in Seats 1-5 were requesting reappointment, and noted two applications received for the vacancy in Seat 6.

    MOTION TO REAPPOINT MEMBERS CURRENTLY SERVING ON SEATS ONE (1) THROUGH FIVE (5) OF THE AIRPORT ADVISORY COMMITTEE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

    MOTION CARRIED UNANIMOUSLY.

Mayor Cloudman noted Seat 6 was for an aviation tenant and reiterated two applications had been received. Neither applicant was present.

The Commissioners ranked the applicants and John Cascio received the highest ranking.

MOTION TO APPOINT JOHN CASCIO TO SEAT SIX (6) OF THE AIRPORT ADVISORY COMMITTEE. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

MOTION CARRIED UNANIMOUSLY.

Brief discussion followed on the term lengths and meeting frequency of the committee.

MOTION TO AMEND TERMS TO 2026 AND 2027 RESPECTIVELY FOR THE APPOINTMENTS. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

MOTION CARRIED UNANIMOUSLY.

2. Consideration re: Appointments to the DeLand Planning Board

It was noted that there were three appointments for consideration, two with applicants interested in reappointment and Seat Three with a vacancy due to a resignation.

MOTION TO REAPPOINT JEREMY OWENS TO SEAT TWO OF THE PLANNING BOARD. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

Discussion followed on the two-term limit, interested applicants, and the current process of appointment and reappointment.

MOTION CARRIED UNANIMOUSLY

MOTION TO REAPPOINT HARPER HILL TO SEAT SEVEN OF THE PLANNING BOARD. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

Harper Hill offered comments on the board and noted his appreciation to serve on the board.

MOTION CARRIED 4-1 WITH COMMISSIONER PAIVA OPPOSED.

Seat Four (4) was then considered.

The following applicants were present and discussed their experience and interest in serving the community on the Planning Board:
- *Helene Berman*
- *Devin Morris*
- *Aaron Preston*

The Commissioners ranked the applicants and Aaron Preston received the highest ranking.

MOTION TO APPOINT AARON PRESTON TO SEAT FOUR (4) OF THE PLANNING BOARD. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER DAN REED.

MOTION CARRIED UNANIMOUSLY.

OLD BUSINESS

1. Request to Continue the First Reading of Ordinance Annexing ±10.64 Acres of Property Located at 1290 West Plymouth Avenue (Delaney Trinity Reserve).

   Carol Kuhn, Planning Director noted that the agenda recommendation was to continue the item, and related Old Business Items Two (2) and Three (3) to August 18, 2025 but explained that staff would not be ready at that time and asked if the Commission could continue the items to a date uncertain.

   City Attorney Darren Elkind spoke about noticing requirements and allowable options.

   MOTION TO TABLE THE ITEM TO A DATE TO BE DETERMINED. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

   MOTION CARRIED UNANIMOUSLY.

2. Request to Continue the First Reading of Ordinance Changing the Land Use for Approximately ±10.64 Acres of Property Located at 1290 West Plymouth Avenue, from Volusia County Urban Low Intensity (ULI) to City of DeLand Medium Density Residential (MDR).

   MOTION TO TABLE THE ITEM TO A DATE TO BE DETERMINED. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

   MOTION CARRIED UNANIMOUSLY.

3. Request to Continue the First Reading of Ordinance Changing the Zoning for Approximately ±10.64 Acres of Property Located at 1290 West Plymouth Avenue, from Volusia County A-3 and A-3A to City of DeLand Planned Development District (Delaney Trinity Reserve Planned Development)

   MOTION TO TABLE THE ITEM TO A DATE TO BE DETERMINED. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

   MOTION CARRIED UNANIMOUSLY.

4. Second Reading of Ordinance 2025-10 Amending Section 33-27.05 Low Intensity Agriculture, and Creating a New Section 33-27.06 Urban or Backyard Chickens

   City Attorney Darren Elkind read Ordinance 2025-10 by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director distributed a map depicting allowable areas for backyard chickens and presented the background, proposed process and regulations, and noted the Planning Board and staff recommendation of approval.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

CITY COMMISSION REPORTS

1. Report re: Elected Officials Round Table
   a. No report
2. Report re: Volusia-Flagler TPO
   a. No report
3. Report re: River of Lakes Heritage Corridor
   a. Commissioner Dan Reed noted his attendance at the July 10, 2025 meeting held at Lyonia Environmental Center and noted a tour of the Lyonia Preserve and other presentations from Lake Woodruff and DeLeon Springs.

CITY MANAGER REPORT: No report was given.

CITY ATTORNEY REPORT: City Attorney Darren Elkind asked if the Commission would like staff to come forward with a discussion on board appointments. There was consensus to discuss this further at a future meeting.

CITY CLERK REPORT: No report was given.

CITY COMMISSION

Commissioner Paiva had no report

Vice Mayor Davis noted her attendance at the National Black Caucus of Local Elected Officials Conference in Houston and shared her experience.

Commissioner Dan Reed had no report.

Commissioner Kevin Reid noted he was looking forward to the Florida League of Cities Conference.

Mayor Cloudman wished everyone a good school year with classes starting next week. .

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 8:35 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

_____

Christian D. Gowan, MPA, CMC
City Clerk

APPROVED:

_____

OFFICE OF THE CITY CLERK
CITY OF DELAND, FLORIDA

121 S. FLORIDA AVENUE, DELAND, FLORIDA 32720

386.626.7125
386.626.7130

GOWANC@DELANDFL.GOV

AUGUST 17, 2026

Re: Minutes of the August 18, 2025 City Commission Regular Meeting

Honorable Mayor and Commission,

Upon review of our records, it was discovered that no audio file exists for the subject meeting. The attached minutes are action minutes only, created from notes taken during the meeting by a representative of the City Clerk's Office.

We ask that you approve these minutes for the record.

Thank you,

Christian D. Gowan, MPA, CMC
City Clerk-Auditor

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, AUGUST 18, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, August 18, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Dan Glenn, Stetson Baptist Church, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Vice Mayor Davis, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

PRESENTATIONS

1. Presentation re: Code Talk with Carol Kuhn

   Carol Kuhn, Planning Director, presented on simplification of standards and housing options as part of the ongoing efforts to update the Land Development Regulations.

2. Employee Years of Service Award

   Commissioner Paiva presented John Erskine with an Employee Years of Service Award in recognition of 15 years with the City of DeLand.

3. Presentation re: Quarterly Financial Report for the Period Ending June 30, 2025

   Dan Stauffer, Finance Director, presented the quarterly financial report.

CONSENT AGENDA

1. Consideration re: CPH Task Assignment No. 29, Earl Brown Park Drainage Improvements
   a. *No discussion*
2. Consideration re: CPH Task Assignment No. 30, 100 Block West Wisconsin Avenue Drainage Improvements
   a. *No discussion*
3. Consideration re: Renewal of Contract with Florida Health Care Plans for FY 2025-2026
   a. *No discussion*

4. Consideration re: Approval of Minutes
    a. *No discussion*
5. Resolution Approving the Authorization of the Transfrom386 Homeowner Buyout Program
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 1-5. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Randy Williams thanked the community and offered a prayer.

OLD BUSINESS

1. Request to Continue the First Reading of Ordinance Changing the Zoning of Approximately 7.35 Acres of Property Located on South Woodland Boulevard from Mainstreet Townhomes PD to C-2 (General Commerical)

MOTION TO CONTINUE THE FIRST READING OF THE ORDINANCE CHANGING THE ZONING OF APPROXIMATELY 7.35 ACRES OF PROPERTY LOCATED ON SOUTH WOODLAND BOULEVARD FROM MAINSTREET TOWNHOMES PD TO C-2. TO THE OCTOBER 6, 2025 CITY COMMISSION MEETING MOTION BY COMMISSIONER PAIVA. SECONDED BY VICE MAYOR DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS

1. Request to Continue the First Reading of Ordinance Abandoning Approximately 108’ x 20’ of the Easterly Portion of an Unnamed Right-of-Way Located at 1101 S. Amelia Avenue.

This item was not heard at the meeting.

2. First Reading of Ordinance Amending Section 3-25(f)(2), Relating to Stormwater Utility Rates, Fees, and Charges

City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

Staff gave a presentation on the item

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE FIRST READING OF THE ORDINANCE AMENDING SECTION 3-25(F)(2) RELATING TO STORMWATER UTILITY RATES, FEES, AND CHARGES. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

3. Resolution Approving or Denying the Demolition of a Building Built Prior to 1950 Located at 207 ½ East Michigan Avenue

Mayor Cloudman declared he had a conflict of interest for New Business Items 3, 4, and 5 due to the applicant, Stetson University, being his employer[1] and passed the gavel to Vice Mayor Davis.

MOTION TO APPROVE THE DEMOLITION REQUEST FOR THE BUILDING AT 207 ½ EAST MICHIGAN AVENUE. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER PAIVA.

VOTE: PAIVA (NAY); DAVIS (NAY); DAN REED (NAY); KEVIN REID (AYE)

MOTION FAILED 1-3 (WITH CLOUDMAN ABSTAINING).

MOTION TO DENY THE DEMOLITION REQUEST FOR THE BUILDING AT 207 ½ EAST MICHIGAN AVENUE. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (NAY)

MOTION CARRIED 3-1 (WITH CLOUDMAN ABSTAINING).

4. Resolution Approving or Denying the Demolition of a Building and Detached Garage Built Prior to 1950 Located at 209 East University Avenue

MOTION TO APPROVE THE DEMOLITON REQUEST FOR THE BUILDING AND DETACHED GARAGE AT 209 EAST UNIVERSITY AVENUE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE);

MOTION CARRIED 4-0 (WITH CLOUDMAN ABSTAINING).

[1] Mayor Cloudman's Form 8B, Memorandum of Voting Conflict is attached to the end of these minutes.

5. Resolution Approving or Denying the Demolition of a Building Built Prior to 1950 Located at 205 East University Avenue

MOTION TO APPROVE THE DEMOLITION REQUEST FOR THE BUILDING AT 205 EAST UNIVERSITY AVENUE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE);

MOTION CARRIED 4-0 (WITH CLOUDMAN ABSTAINING).

6. Resolution Approving Preliminary Plat, Reserve at Victoria Park Phase 4, Located at 1 Dr. Martin Luther King Jr. Beltway

Belinda Collins, Senior Planner, presented the item.

MOTION TO APPROVE THE PRELIMINARY PLAT FOR RESERVE AT VICTORIA PARK PHASE 4. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY

7. Consideration re: Change of Meeting Date, Labor Day Holiday

MOTION TO RESCHEDULE THE MONDAY SEPTEMBER 1, 2025 CITY COMMISSION REGULAR MEETING TO WEDNESDAY, SEPTEMBER 3, 2025. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

CITY MANAGER REPORT: No report was given.

CITY ATTORNEY REPORT: City Attorney Darren Elkind provided a legislative update.

CITY CLERK REPORT: No report was given.

CITY COMMISSION: The Mayor and Commissioners gave reports

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 8:30 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Cloudman, Christopher Michel	City Commission
MAILING ADDRESS 120 S Florida Avenue	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: DeLand — COUNTY: Volusia	NAME OF POLITICAL SUBDIVISION: City of DeLand
DATE ON WHICH VOTE OCCURRED August 18, 2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Christopher Cloudman, hereby disclose that on August 18, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

✓ inured to the special gain or loss of Stetson University, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

New Business Item #3:
Resolution Approving or Denying the Demolition of a Building Built Prior to 1950, Located at 2071/2 East Michigan Avenue

New Business Item #4:
Resolution Approving or Denying the Demolition of a Building and Detached Garage Built Prior to1950 Located at 209 East University Avenue.

New Business Item #5:
Resolution Approving or Denying the Demolition of a Building Built Prior to 1950, Located at 205East University Avenue.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

September 3, 2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, SEPTEMBER 3, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, September 3, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Mose Hawkins, No Limit Praise Tabernacle, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

Absent: Vice Mayor Davis

PUBLIC HEARING

1. Resolution Approving FY 2025-2026 Tentative Millage Rate

   Mayor Cloudman reviewed the city's budget process and opened the public hearing.

   City Manager Michael Pleus thanked the Commission and staff and then reviewed the strategic plan priorities, budget overview, and noted a tentative millage rate of 6.1841 mills (5.8841 operating and 0.3 mills capital) which was a reduction of 0.1 mills from the last year.

   Dan Stauffer, Finance Director stated that the tentative operating millage rate necessary to fund the tentative Fiscal year 2025-2026 budget was 6.1841 mills which was 2.46% above the rolled back rate of 6.0358 mills.

   Brief discussion followed on potentially lowering the millage by 0.05 mills rather than 0.1 mills to potentially build reserves in the face of potential reductions to future ad valorem revenue.

   Mayor Cloudman closed the public hearing.

   MOTION TO ADOPT THE RESOLUTION AS PRESENTED. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   MOTION CARRIED UNANIMOUSLY.

2. Resolution Approving FY 2025-2026 Tentative Budget

Mayor Cloudman opened the public hearing.

There were no speakers for this item and Mayor Cloudman closed the public hearing.

MOTION TO APPROVE THE TENTATIVE BUDGET AS PRESENTED. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

MOTION CARRIED UNANIMOUSLY.

PRESENTATIONS

1. Introduction of Police Officers – Vincent Mouzon and Robert Covino

Chief Umberger introduced the two (2) new police officers to the Commission and the community. Members of their families were invited up to pin their badges.

2. Presentation re: Code Talk with Carol Kuhn

Carol Kuhn, Planning Director, presented on placemaking and planned development as part of the ongoing efforts to update the Land Development Regulations.

CONSENT AGENDA

Vice Mayor Davis asked that Item 6 be pulled from the Consent Agenda prior to approval.

1. Resolution Approving FY 2024-2025 Budget Amendment
    a. *No discussion*
2. Resolution re: Surplus Equipment
    a. *No discussion*
3. Resolution Approving Sole Source Purchase, Ferguson Waterworks Neptune Annual Subscription Renewal for FY 2025-2026
    a. *No discussion*
4. Consideration re: Property License Agreement with City/Flock Group, Inc. and City/Stetson University License Agreement
    a. *No discussion*
5. Consideration re: 2025 Tax Abatement for Total Renal Laboratories, Inc.
    a. *No discussion.*
6. Consideration re: Approval of Opioid Settlement and Purdue Pharma L.P.'s Bankruptcy Plan
    a. *No discussion*
7. Consideration re: Approval of Class Action Participation for Opioid Settlement
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 1-7. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Scott Thacker, representing Stetson University, requested the opportunity for a rehearing regarding a request for demolition of 207 ½ East Michigan Avenue.

City Attorney Darren Elkind noted that any Commissioner who had voted in the majority, that was to deny the application, was allowed to make a motion to schedule a rehearing which staff would bring to the next meeting following compliance with any noticing requirements.

MOTION TO GRANT REHEARING FOR THE REQUEST TO DEMOLISH 207 ½ EAST MICHIGAN AVENUE. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

MOTION CARRIED UNANIMOUSLY (3-0 WITH MAYOR CLOUDMAN ABSTAINING)[1]

Adam Macker spoke regarding concerns with the Volusia Sheriffs Office, Sheriff Mike Chitwood, and purported financial crimes.

Jodie Martinez spoke regarding the camping ordinance and issues outside of the downtown area. Ms. Martinez discussed potential measures that should be considered.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-11, Amending Section 3-25(f)(2) Relating to Stormwater Utility Rates, Fees, and Charges.

   City Attorney Darren Elkind read Ordinance 2025-10 by title. Mayor Cloudman opened the public hearing.

   James Green discussed flooding experienced during Hurricane Milton and further concerns about stormwater maintenance.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-11. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

   VOTE: PAIVA (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 4-0.

[1] Mayor Cloudman's Form 8B – Memorandum of Voting Conflict is attached to the end of these minutes.

2. Second Reading of Ordinance No. 2025-12, Changing the Land Use for Approximately 6.36 Acres of Property Located at 1100 South Garfield Avenue from Volusia County Urban Medium Intensity (UMI) to City of DeLand Low Density Residential (LDR).

   City Attorney Darren Elkind read Ordinance 2025-10 by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director reviewed the request and recommendation of approval from the Planning Board and staff.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-12. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 4-0.

3. Second Reading of Ordinance No. 2025-13, to Add the Institutional Overlay to ±49.37 Acres of Property Located at 1200 South Garfield Avenue.

   City Attorney Darren Elkind read Ordinance 2025-10 by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director reviewed the request, process, approval criteria, and recommendation of approval.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-13. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 4-0.

4. Second Reading of Ordinance No. 2025-14, Changing the Zoning of ±46.97 Acres of Property Located at 1101 South Amelia Avenue from Volusia County R-4 (Urban Single Family) and City of DeLand R-1 (Single Family Residential) to City of DeLand Single-Family Residential (R-1B) for the City's Public Services Campus.

   City Attorney Darren Elkind read Ordinance 2025-10 by title. Mayor Cloudman opened the public hearing.

   Carol Kuhn, Planning Director reviewed the request, process, approval criteria, and recommendation of approval.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-14. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 4-0.

NEW BUSINESS

1. First Reading of Ordinance Amending Fee Schedule for Sections 16A-4, 16A-28, 16A-48, and 16A-83 of the Code of Ordinances of the City of DeLand.

   City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

   Assistant City Manager Michael Grebosz noted workshops had been held related to these proposed changes which sought to amend impact fees.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE THE FIRST READING OF THE ORDINANCE AMENDING FEE SCHEDULE FOR SECTIONS 16A-4, 16A-28, 16A-48, AND 16A-83 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 4-0.

CITY COMMISSION REPORTS

1. Report re: Elected Officials Round Table
   a. No report
2. Report re: Volusia-Flagler TPO
   a. Noted the organization was moved in to their new building and reviewed efforts to update the long-range plan.
3. Report re: River of Lakes Heritage Corridor
   a. No report

CITY MANAGER REPORT: City Manager Michael Pleus invited Destiny Wiggins to present on plans for City Government Week.

CITY ATTORNEY REPORT: No report was given.

CITY CLERK REPORT: No report was given.

CITY COMMISSION

Commissioner Paiva complimented Mayor Cloudman on his interview regarding tiny homes and noted MainStreet DeLand's upcoming Community Block Party and encouraged attendance.

Commissioner Dan Reed had no report.

Commissioner Kevin Reid had no report.

Mayor Cloudman noted MainStreet DeLand was one of very few similar organizations to have been in operation for 40 years and noted the September 11th memorial activities that would be put on by the DeLand Fire Department.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 8:20 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, SEPTEMBER 15, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, September 15, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Troy Bradley, Greater Union Baptist Church, provided the Invocation

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Vice Mayor Davis, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

PUBLIC HEARING

1. Resolution Approving FY 2025-2026 Final Millage Rate

   Mayor Cloudman reviewed the city's budget process and opened the public hearing for both the millage and budget.

   City Manager Michael Pleus thanked the Commission and staff and then reviewed the strategic plan priorities, budget overview, and noted a final millage rate of 6.1841 mills (5.8841 operating and 0.3 mills capital) which was a reduction of 0.1 mills from the last year.

   The Commission thanked staff for their work in putting together the budget.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE (RESOLUTION TO SET THE FINAL MILLAGE RATE FOR FY 2025-2026 TO 6.1841 MILLS). MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER DAN REED.

   Dan Stauffer, Finance Director stated that the tentative operating millage rate necessary to fund the final Fiscal Year 2025-2026 budget was 6.1841 mills which was 2.46% above the rolled back rate of 6.0358 mills.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

2. Resolution Approving FY 2025-2026 Final Budget

MOTION TO APPROVE THE FINAL BUDGET AS PRESENTED. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

PRESENTATIONS

1. Presentation for the 3rd Annual City of DeLand Staff Children's Art Exhibit

   Commissioner Dan Reed read the names of the children who submitted art that had been displayed in the City Hall lobby. Commissioner Kevin Reid presented the certificates to the following:

   - Teal Bass
   - Paxton Donnellan
   - Rory Donnellan
   - Skylah Lao
   - Frankie Fischetti
   - Matteo Fischetti
   - Addie Fischetti
   - Lilly Jackson
   - Makayla Stark
   - Chase Grebosz
   - Kenzie Lunsford
   - Raegan Hewitt
   - Hanhalt Pierson
   - Benjamin Pierson
   - Destiny Pipe
   - Trinity Pipe
   - Denzel Pipe
   - Isiah Moeller
   - Cameron Wiggins
   - Jamie Wiggins
   - Charlotte Floryance

2. Employee Years of Service Awards

   Vice Mayor Davis presented a years of service award to Robert Cory of the DeLand Fire Department for 20 years of employment with the city.

   Commissioner Paiva presented a years of service award to Jason Floryance, DeLand Police Department for 20 years of employment with the city.

3. Presentation re: Code Talk with Carol Kuhn

   Carol Kuhn, Planning Director, presented on tree protection, landscaping, and parking as part of the ongoing efforts to update the Land Development Regulations.

CONSENT AGENDA

1. Consideration re: Utility Service Agreement for DeLand Tech Park
   a. *No discussion*
2. Consideration re: River Booster Pump Station Change Order No. 2
   a. *No discussion*
3. Consideration re: Change Order with Ten-8 Fire Safety, LLC for Squad Engine 81 Engine Rebuild
   a. *No discussion*

4. Consideration re: Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation, and Ancillary Coverage Renewal
    a. *No discussion*
5. Resolution Approving CarFax Portal for Florida Traffic Crash Reports
    a. *No discussion.*

MOTION TO APPROVE CONSENT ITEMS 1-5. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Randy Williams thanked the community and offered a prayer.

Dana McCool spoke regarding the availability of Narcan vending machines and potential placement within the city.

Scott Coulter spoke regarding the current noise ordinance and Section 20-4 of the Code of Ordinances which he asked the Commission look at and potentially reassess.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-15, Amending Fee Schedule for Sections 16A-4, 16A-28, 16A-48, and 16A-83 of the Code of Ordinances of the City of DeLand.

    City Attorney Darren Elkind read Ordinance 2025-15 by title. Mayor Cloudman opened the public hearing.

    No speakers addressed the Commission on this item.

    Mayor Cloudman closed the public hearing.

    MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-11. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

    VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

    MOTION CARRIED 5-0.

NEW BUSINESS

1. Consideration re: Rental Increase for DeLand Municipal Mobile Home Park

    Dan Stauffer, Finance Director noted he was available for questions and explained that this was the seventh year in a row the city sought a rental increase while remaining under market value.

Discussion followed on the rationale for increasing by dollar amounts rather than percentages and the ability to cover the city's costs.

MOTION TO APPROVE THE RENTAL INCREASE FOR THE DELAND MUNICIPAL MOBILE HOME PARK. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

THE MOTION CARRIED UNANIMOUSLY.

2. Consideration re: Updates for the Gateway Grant Application Form

Nick Conte, Economic Development Manager, presented updates to the Gateway Grant program and noted sporadic participation. Mr. Conte noted a proposed reimbursement increase to 75% of project costs with a maximum of $7,500, allowing expanded landscaping improvements, providing for a flexible submission date, and allow reimbursement grants to be awarded annually for a property.

Discussion followed on the marketing of the program and the desire for increased participation.

MOTION TO APPROVE THE UPDATES TO THE GATEWAY GRANT APPLICATION. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

Mayor Cloudman recessed the meeting at 8:04 p.m.

Mayor Cloudman reconvened the meeting at 8:07 p.m.

3. Presentation re: Police Department Security Wall

Ray Bahrami, Director of Engineering introduced Johnnie Lohrum from JL2 who reviewed the proposed site plan and design of the police department security wall

City Manager Michael Pleus noted that the Planning Department had reviewed the plans and that it would be compliant with City Code.

Discussion followed on the proposed design, landscaping, and potential tree removal.

Mr. Lohrum noted that a more detailed site plan could be developed to show impacts to trees and address other concerns discussed.

CITY MANAGER REPORT: No report was given.

CITY ATTORNEY REPORT: No report was given.

CITY CLERK REPORT: No report was given.

CITY COMMISSION

Vice Mayor Davis invited everyone to the ribbon cutting of Edith I Starke Elementary and noted the upcoming Freedom Fund Banquet.

Commissioner Dan Reed had no report.

Commissioner Paiva noted his attendance at the State of the City and complimented the mayor's speech.

Commissioner Kevin Reid noted his attendance at the Police Department and Fire Department memorials. Commissioner Reid also noted his attendance at the Police and Fire softball game.

Mayor Cloudman noted his appreciation for the police and fire departments and further noted the recent T.U.R.N. Festival and upcoming events.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 8:35 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, NOVEMBER 3, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, November 3, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Don Jagers, Life Point Church, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Vice Mayor Davis, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

PRESENTATIONS

1. Resolution No. 2025-78: Honoring the Retirement of Cpl. Roger Spires

   Commissioner Kevin Reid presented and Vice Mayor Davis read the resolution for Corporal Roger Spires.

   MOTION TO APPROVE. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER PAIVA.

   THE MOTION CARRIED UNANIMOUSLY.

NOTE: The following item was pulled from the Consent Agenda and dealt with as noted below.

CONSENT ITEM 1. Resolution Authorizing Surplus of Firearm

MOTION TO APPROVE. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER PAIVA.

THE MOTION CARRIED UNANIMOUSLY.

2. Presentation re: City of DeLand Super Star Students of the Month

   Mayor Cloudman read the names of the students recognized as Super Star Students of the Month and Commissioner Paiva presented each of them with certificates.

CONSENT AGENDA

Requests were made for Items 6, 7, 9, and 10 to be pulled from the Consent Agenda prior to approval.

1. Resolution Authorizing Surplus of Firearm
    a. *As noted, this item was pulled and not included in the approval of the Consent Agenda.*
2. Resolution Approving the Sole Source Purchase for Selectron Technologies, Inc. Managed Services
    a. *No discussion*
3. Consideration re: Award of Contract to Southern Cleaning Services, Inc. for Janitorial Services
    a. *No discussion*
4. Consideration re: Agreement for Services with Southeast Volusia Humane Society
    a. *No discussion*
5. Consideration re: Agreement for Services with New Hope Animal Shelter
    a. *No discussion.*
6. Consideration re: Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2025-2026
    a. *As noted, this item was pulled for further discussion and not included in the approval of the Consent Agenda.*
7. Consideration re: Collective bargaining Agreement (CBA) with the IUPA Police Union for FY 2025-2026
    a. *As noted, this item was pulled for further discussion and not included in the approval of the Consent Agenda.*
8. Consideration re: Timmons Group Agreement for Professional Services, Geographic Information System (GIS) Utility Network Migration Phase 2
    a. *No discussion*
9. Consideration re: Ground Lease Agreement with Cloud Dancer Aviation, Inc. Located at 955 Singleton Drive
    a. *As noted, this item was pulled for further discussion and not included in the approval of the Consent Agenda.*
10. Consideration re: Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.
    a. *As noted, this item was pulled for further discussion and not included in the approval of the Consent Agenda.*

MOTION TO APPROVE CONSENT ITEMS 2-5 AND 8. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

NOTE: The following items were pulled from the Consent Agenda for further discussion and separate action in the order noted below.

CONSENT ITEM 6. Consideration re: Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2025-2026

Commissioner Kevin Reid thanked everyone involved in the process.

CONSENT ITEM 7. Consideration re: Collective bargaining Agreement (CBA) with the IUPA Police Union for FY 2025-2026

Commissioner Paiva noted the salary and incentives included which he hoped would assit with recruitment and retention.

MOTION TO APPROVE CONSENT ITEMS 6 & 7. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

CONSENT ITEM 9. Consideration re; Ground Lease Agreement with Cloud Dancer Aviation, Inc. Located at 955 Singleton Drive

David Alber asked that the Commission approve the item but requested further discussion to resolve concerns.

Gus Spring discussed concerns with Item 10, the term of the lease, and potential conflicts with grant assurances.

City Attorney Darren Elkind spoke briefly regarding these items and discussion followed on the Airport Master Plan, terms of leases, and ongoing conversations with the involved parties.

MOTION TO APPROVE CONSENT ITEM 9. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

CONSENT ITEM 10. Consideration re: Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.

MOTION TO APPROVE CONSENT ITEM 10. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Al Bouie invited the Commission and city staff to attend a ribbon cutting ceremony that would take place at DeLand PAL for the Nathaniel Jackson Gym property. Mr. Bouie spoke briefly on the history of the property and the legacy of Nathaniel Jackson.

Adam Davis shared his experience recently with the DeLand Police Department and an email that he had sent to all Commissioners. Mr. Davis further discussed concerns regarding a prohibition on recording in the Police Department lobby and requested that he receive an answer to his concerns in writing.

Randy Williams thanked the community and offered a prayer.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-18, Changing the Zoning for ±15.50 Acres of Property Located at the Northwest Corner of South Blue Lake Avenue and East Beresford Avenue from Volusia County R-3 (Single-Family) to City of DeLand R-1A (Single-Family)

   City Attorney Darren Elkind read Ordinance 2025-18 by title. Mayor Cloudman opened the public hearing.

   Kendall Story, Senior Planner reviewed the request, process, approval criteria, and the recommendation of approval from the Planning Board and staff.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE SECOND READING OF ORDINANCE 2025-18. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER PAIVA.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

NEW BUSINESS

1. Resolution Approving the Removal of One Historic Tree Located at 134 North High Street

   Mariellen Calabro, Deputy Public Works Director noted she was present with new City Forester Laureen Kornel and available to answer questions. Ms. Calabro noted the tree was in poor condition and staff recommended approval of removal and discussed required replacement.

   Discussion followed on comments of the Tree Advisory Committee and the need for monitoring if the removal was not approved.

   MOTION TO APPROVE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

   THE MOTION CARRIED UNANIMOUSLY.

2. Consideration re: Designated Veteran Parking in Lot 11

   City Manager Michael Pleus noted a request from Volusia County that three spots be designated in Lot 11 for veteran parking. Mr. Pleus noted that there was no enforcement method.

   Brief discussion followed and it was noted that the spots were to be designated for either veterans of gold star families.

Further discussion followed on parking requirements, the location of the spots in proximity to the county's veteran services office, and the appropriate number of reserved spots.

MOTION TO APPROVE (DESIGNATION OF UP TO THREE PARKING SPACES IN LOT 11 FOR VETERANS OR GOLD STAR FAMILIES). MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER KEVIN REID.

THE MOTION CARRIED UNANIMOUSLY.

CITY COMMISSION REPORTS

1. Report re: Elected Officials Round Table
    a. Mayor Cloudman noted the Round Table did not meet but the Stormwater Mitigation and Flooding Subcommittee did meet and was well attended.
2. Report re: Volusia-Flagler TPO
    a. Mayor Cloudman noted his attendance at the October 22nd meeting of the Volusia-Flagler TPO in Daytona, shared that the legislative policy positions and list of prioritized regionally significant state highway non-system, projects were adopted, and highlighted over $225 million in planned investment for road widening in and around DeLand on State Road 44 and Kepler Road.
3. Report re: River of Lakes Heritage Corridor
    a. Commissioner Dan Reed noted his attendance at the October 9th meeting held at the Sandra Stetson Aquatic Center and shared that guest speakers from the Institute for Water and Environmental Resilience, Friends of Blue Springs, Walk and Paddle, and Swamphouse Grill all presented.

CITY MANAGER REPORT: No report was given.

CITY ATTORNEY REPORT: No report was given.

CITY CLERK REPORT: No report was given.

CITY COMMISSION

Vice Mayor Davis noted her attendance at the Stetson University Homecoming football game.

Commissioner Kevin Reid had no report.

Commissioner Paiva noted his attendance at Monsters on Main Street and encouraged attendance at future events.

Commissioner Dan Reed echoed comments on Monsters on Main Street and noted that the Homecoming crowd seemed to be larger than in past years.

Mayor Cloudman noted the upcoming Veterans Day Parade to be held over the weekend and the annual Veterans Days ceremony held on November 11th at Bill Dreggors Park.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately

8:20 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

APPROVED:

_____

_____

Christian D. Gowan, MPA, CMC
City Clerk

MINUTES
CITY COMMISSION REGULAR METING
MONDAY, NOVEMBER 17, 2025, 7:00P.M.
CITY OF DeLAND, FLORIDA

CALL TO ORDER

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor Cloudman on Monday, November 17, 2025, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Mike Carroll, Senior Chaplain Volusia Sheriff's Office, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Cloudman, Vice Mayor Davis, Commissioner Paiva, Commissioner Dan Reed, Commissioner Kevin Reid

PRESENTATIONS

Mayor Cloudman noted Sarah Lux, the new Community Information Manager, who was in attendance.

1. Resolution No. 2025-78: Honoring the Retirement of Roger Olson

   Commissioner Dan Reed and Vice Mayor Davis presented the resolution for Roger Olson in recognition of 36 years of service to the city in the Parks and Recreation department.

   MOTION TO APPROVE. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER PAIVA.

   THE MOTION CARRIED UNANIMOUSLY.

2. Introduction of Three (3) New Police Officers: Regina Lopez, Stephen Simonton, Benji Adame

   Chief Umberger introduced the three new officers and read a short biography for each. Friends and family were invited to pin badges on the new officers.

CONSENT AGENDA

1. Resolution Authorizing Surplus of Firearm
   a. *No discussion*

2. Resolution Approving the Sole Source Purchase for Selectron Technologies, Inc. Managed Services
    a. *No discussion*
3. Consideration re: Award of Contract to Southern Cleaning Services, Inc. for Janitorial Services
    a. *No discussion*

MOTION TO APPROVE CONSENT ITEMS 1-3. MOTION BY COMMISSIONER PAIVA. SECONDED BY VICE MAYOR DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Emidio Falasco spoke about concerns related to meter reading and water charges and asked how to self-monitor usage at multiple properties.

Martha Shaw Sylvester noted ongoing concerns related to Beresford Reserve.

Randy Williams thanked the community and offered a prayer.

BOARD APPOINTMENTS

1. Consideration re: Appointments to the Historic Preservation Board

Staff asked that the Commission appoint a new applicant to fill a vacancy for Seat Two and appoint one other applicant to fill either Seat Three, Four, or Six with a term expiration of October 1, 2028. Staff noted they would seek further appointments when additional applications were received.

Devon Morris noted his interest in the position and his previous application to the Planning Board.

MOTION TO APPOINT DEVON MORRIS TO SEAT TWO OF THE HISTORIC PRESERVATION BOARD. MOTION BY VICE MAYOR DAVIS. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

Discussion followed on term limits, the role of chair, and the appointment process.

MOTION TO APPOINT CHARLES PALMER, JR. TO SEAT THREE OF THE HISTORIC PRESERVATION BOARD. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

2. Consideration re: Beresford Reserve Brownfield Advisory Committee Appointments

It was noted that four applicants had applied to fill the three open seats on the committee.

One applicant, Diana Tibor, was present and addressed the Commission regarding her interest in serving on the committee.

Brief discussion followed on the appointment process and the possibility of appointing an alternate member.

MOTION TO APPOINT DIANA TIBOR TO SEAT TWO OF THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

MOTION TO APPOINT THOMAS MARTINEZ TO SEAT THREE OF THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

MOTION TO APPOINT MALACHI MAKIN TO SEAT FIVE OF THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

MOTION TO APPOINT GENESIS AFFRAM AS AN ALTERNATE MEMBER OF THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

City Attorney Darren Elkind clarified that the alternate member should be encouraged to attend all meetings and participate freely in the discussions.

THE MOTION CARRIED UNANIMOUSLY.

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-19, Annexing Approximately 20.13 Acres of Property Located at 210 North Ridgewood Avenue (DeLand Reserve)

   City Attorney Darren Elkind read Ordinance 2025-19 by title. Mayor Cloudman opened the public hearing.

   Emily Kunkel, Senior Planner presented the annexation, land use, and zoning presentations for the project, reviewed the requests, process, approval criteria, and the recommendation of approval from the Planning Board and staff.

   Glenn Storch, representing the applicant, briefly presented on the proposed project and noted it was consistent with the Comprehensive Plan and vision for the area.

Mayor Cloudman closed the public hearing.

Discussion followed on low impact development and stormwater design.
MOTION TO APPROVE ORDINANCE 2025-19. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

2. Second Reading of Ordinance 2025-20, Changing the Land Use for Approximately 20.13 Acres of Property Located at 210 North Ridgewood Avenue from Volusia County Rural to City of DeLand Medium Density Residential.

   City Attorney Darren Elkind read Ordinance 2025-20 by title. Mayor Cloudman opened the public hearing and asked that all previous presentations be incorporated. There was no objection and no further comment.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2025-20. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

3. Second Reading of Ordinance 2025-21, Changing the Zoning for Approximately 20.13 Acres of Property Located at 210 North Ridgewood Avenue from Volusia County A-3C (Transitional Agricultural with Thoroughfare Overlay Zone) to DeLand Reserve PD

   City Attorney Darren Elkind read Ordinance 2025-21 by title. Mayor Cloudman opened the public hearing and asked that all previous presentations be incorporated. There was no objection and no further comment.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2025-21. MOTION BY COMMISSIONER DAN REED. SECONDED BY VICE MAYOR DAVIS.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

4. Second Reading of Ordinance 2025-22, Annexing Approximately 41.41 Acres of Property Located North of SR 472 and East of South Blue Lake Avenue

   City Attorney Darren Elkind read Ordinance 2025-22 by title. Mayor Cloudman opened the public hearing.

   Chris Carson, Interim Principal Planner presented the annexation, land use, and zoning presentations for the project, reviewed the request, process, approval criteria, and the recommendation of approval from staff.

   Mark Watts, Cobb Cole, representing the applicant, briefly spoke on the proposed project and the coordination with Volusia County and the city.

   Mayor Cloudman closed the public hearing.

   Brief discussion followed on concerns that were raised about development activity on the site and the annexation timeline.

   City Attorney Darren Elkind noted Volusia County would continue to do inspections for site infrastructure and the city would approve the final plat. He asked that he be permitted to reflect that with a change on Page 5 of 24, lines 13-16 should the Commission approve the Canopy Preserve PD (Item 6).

   MOTION TO APPROVE ORDINANCE 2025-22. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER DAN REED.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

5. Second Reading of Ordinance 2025-23, Changing the Land Use for Approximately 39.24 Acres of Property Located North of SR 472 and East of South Blue Lake Avenue from Volusia County Southwest Activity Center Community (SWAC Community) and Southwest Activity Center Commerce (SWAC Commerce) to City of DeLand Low Density Residential

   City Attorney Darren Elkind read Ordinance 2025-23 by title. Mayor Cloudman opened the public hearing and asked that all previous presentations be incorporated. There was no objection and no further comment.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2025-23. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

6. Second Reading of Ordinance 2025-24, Changing the Zoning of Approximately 39.24 Acres of Property Located North of SR 472 and East of South Blue Lake Avenue from Volusia County Southwest Activity Center Community (SWR) and Southwest Activity Center Commerce (SWC) to Canopy Preserve PD

   City Attorney Darren Elkind read Ordinance 2025-24 by title. Mayor Cloudman opened the public hearing and asked that all previous presentations be incorporated. There was no objection and no further comment.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2025-24 WITH CHANGES NOTED BY CITY ATTORNEY DARREN ELKIND. MOTION BY COMMISSIONER DAN REED. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

7. Second Reading of Ordinance 2025-25, Changing the Land Use for Approximately 1.3 Acres of Property Located at 955 West New York Avenue from Mixed Office/Residential to Mixed Commercial (With Historic Core Overlay)

   City Attorney Darren Elkind read Ordinance 2025-25 by title. Mayor Cloudman opened the public hearing.

   Belinda Collins, Senior Planner presented the land use and zoning requests, reviewed the process, approval criteria, and the recommendation of approval from the Planning Board and staff.

   Mayor Cloudman closed the public hearing.

   MOTION TO APPROVE ORDINANCE 2025-25. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER KEVIN REID.

   VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

   MOTION CARRIED 5-0.

8. Second Reading of Ordinance 2025-26, Changing the Zoning for Approximately 1.3 Acres of Property Located at 955 West New York Avenue for P-1 (Professional-Residential) to C-1 (Neighborhood Commercial)

City Attorney Darren Elkind read Ordinance 2025-26 by title. and asked that all previous presentations be incorporated. There was no objection and no further comment.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE ORDINANCE 2025-26. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (AYE); CLOUDMAN (AYE)

MOTION CARRIED 5-0.

9. First Reading of Ordinance Changing the Zoning for Approximately 7.35 Acres of Property Located on South Woodland Boulevard from Mainstreet Townhomes PD to C-2 (General Commercial)

City Attorney Darren Elkind read the ordinance by title. Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner reviewed the request, process, approval criteria, the recommendation of denial from the Planning Board and the recommendation of approval from staff.

Jessica Gow, Cobb Cole, representing the applicant, noted the previous request for a continuance and efforts since then to meet with neighboring properties and discuss their concerns.

Michelle Pepin noted she had met with the applicant and their concerns had been addressed. Ms. Pepin then read a letter written by her husband in support of the project.

Denise Loglia noted she had met with the applicant along with three other families in the area, noted a promised fence, and relayed some ongoing concerns but withdrew her opposition.

Mayor Cloudman closed the public hearing.

MOTION TO APPROVE SECOND READING OF ORDINANCE CHANGING ZONING FOR APPROXIMATELY 7.35 ACRES LOCATED ON SOUTH WOODLAND BOULEVARD FROM MAINSTREET TOWNHOMES PD TO C-2 (GENERAL COMMERCIAL). MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

VOTE: PAIVA (AYE); DAVIS (AYE); DAN REED (AYE); KEVIN REID (NAY); CLOUDMAN (AYE)

MOTION CARRIED 4-1.

NEW BUSINESS

1. Consideration re: Addition of Solar to the City Hall Roof Project

Assistant City Manager Mike Grebosz noted the roof replacement was previously approved in the budget, noted the addition of solar would require additional funds, and further noted the anticipated savings on energy bills for City Hall.

Discussion followed on scalability, the amount of power that could be offset, anticipated return on investment, other projects such as covered parking with solar panels. and ability to install these on other city buildings.

MOTION TO APPROVE. MOTION BY COMMISSIONER PAIVA. SECONDED BY VICE MAYOR DAVIS.

THE MOTION CARRIED UNANIMOUSLY.

CITY MANAGER REPORT: City Manager Michael Pleus noted the Apgar Sport Complex ribbon cutting was scheduled for Wednesday at 4:00 p.m. and encouraged the Commission to attend.

CITY ATTORNEY REPORT: No report was given.

CITY CLERK REPORT: No report was given.

CITY COMMISSION

Commissioner Kevin Reid noted his attendance and participation at the DeLand PAL Jackson Park ribbon cutting.

Commissioner Paiva noted his attendance at the PAL ribbon cutting and the recent Public Works luncheon.

Commissioner Dan Reed noted his participation in the Mayor's Golf Tournament, attendance at DeLand Original Music Festival and comments provided to staff regarding barricades.

Vice Mayor Davis noted her attendance at the DeLand PAL ribbon cutting event and encouraged everyone to give thanks as Thanksgiving approached.

Mayor Cloudman reiterated the Apgar Sport Complex ribbon cutting, the upcoming Spring Hill Community Thanksgiving event, and upcoming anticipated celebration of Lynn Brea's 300th win at the Edmunds Center, and noted the ongoing High School Football Championship games being played at Spec Martin. Finally, Mayor Cloudman noted the upcoming Fall Festival of the Arts and encouraged everyone to attend.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at approximately 9:00 p.m.

_____
Julie Hennessy, MMC
City Clerk

RESPECTFULLY SUBMITTED:

_____

Christian D. Gowan, MPA, CMC
City Clerk

APPROVED:

_____

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Approval of the Minutes: Monday, August 3, 2026 City Commission Regular Meeting

DEPARTMENT: City Clerk

PREPARED BY: Christian Gowan, City Clerk

ATTACHMENTS: MIN.CC.2026.08.03

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

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Commission review and approve the August 3, 2026 City Commission Regular Meeting Minutes as presented.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
MINUTES FOR THE REGULAR MEETING OF THE CITY COMMISSION
AUGUST 3, 2026 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

Mayor Cloudman introduced "Mayor for the Day" Sofia Denova who was "sworn in" and assisted with running the meeting.

The Regular Meeting of the City of DeLand City Commission was called to order by Mayor for the Day Denova and Mayor Cloudman on Monday, August 3, 2026, at 7:00 PM in the City Commission Chambers, 120 South Florida Avenue, DeLand, Florida.

INVOCATION

Pastor Mose Hawkins, No Limit Praise Tabernacle, provided the Invocation.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Christopher Cloudman; Mayor for the Day Sofia Denova; Commissioner Richard Paiva; Commissioner Dan Reed; Commissioner Kevin Reid

Absent: Vice Mayor Jessica Davis

PRESENTATIONS

1. Employee Years of Service Award

Commissioner Paiva read the award in recognition of Sergeant Michael Mirino and his 20 years of service to the City of DeLand Police Department. City Manager Michael Pleus and Captain Dice presented Sergeant Mirino with a plaque.

CONSENT AGENDA

1. Consideration re: Approval of Resolution 2026-39: Budget Amendment
   No discussion
2. Consideration re: Approval of Resolution 2026-40: Surplus Equipment
   No discussion
3. Consideration, Change Order No. 1 the FY 2025 Water Main Improvements Project Bid #26-02
   No discussion
4. Consideration, Utility Service Agreement for DeLand Toyota Expansion Lot
   No discussion
5. Change Order #1, Bay Street Drainage Improvements
   No discussion
6. Consideration re Change Order No. 1 – City Hall Roof Project.
   No discussion

7. Consideration re: Approval of Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IIJA) Grant to Rehabilitate the South-Central Apron Construction Project.
   No discussion
8. Approval and Execution of Deed to Volusia County for Beresford Avenue Extension.
   No discussion
9. Consideration re: Approval of Resolution 2026-41, Clarifying the Membership of the Tree Advisory Committee
   No discussion
10. Approval of the Minutes: May 1, 2023 City Commission Regular Meeting; July 1, 2024 City Commission Regular Meeting; December 2, 2024 City Commission Regular Meeting; December16, 2024 City Commission Regular Meeting; December 23, 2023 City Commission Special Meeting; February 3, 2025 City Commission Regular Meeting; April 7, 2025 City Commission Regular Meeting; June 16, 2025 City Commission Regular Meeting; July 7, 2025 City Commission Regular Meeting; July 21, 2025 City Commission Regular Meeting
    No discussion
11. Approval of the Minutes: Monday, July 20, 2026 City Commission Regular Meeting
    No discussion

MOTION TO APPROVE CONSENT AGENDA ITEMS 1-11. MOTION BY COMMISSIONER PAIVA. SECONDED BY VICE MAYOR DAVIS.

MOTION CARRIED UNANIMOUSLY.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Janet Davis discussed an initiative to recognize veterans and asked that someone from the city reach out to her to discuss further.

Randy Williams thanked the community and offered a prayer.

Brooke Mosness discussed concerns regarding potential employee pay freezes and asked for further information.

NEW BUSINESS

1. Consideration re: Resolution 2026-37: Certifying and Adopting Assessment Roll for Fiscal Year 2026-2027, Blue Lake Woods Street Lighting District.

MOTION TO APPROVE RESOLUTION 2026-37. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY.

2. Resolution 2026-38: Certifying and Adopting Assessment Roll for Fiscal Year 2026-2027, Glenwood Springs Street Lighting District.

MOTION TO APPROVE RESOLUTION 2026-38. MOTION BY COMMISSIONER PAIVA. SECONDED BY COMMISSIONER DAN REED.

THE MOTION CARRIED UNANIMOUSLY

3. Consideration re: Appointment of City Commission Member to Stormwater Engineering Consultant Selection Committee

City Manager Michael Pleus noted the desire to have a consultant on hand that specializes in stormwater and explained that appointment of a Commission member to serve on the selection committee was customary.

Ray Bahrami, Director of Engineering was present and available for questions.

Brief discussion followed on timelines and anticipated meetings. Mr. Bahrami noted an expected meeting the week of August 24, 2026 and two meetings being held at most. Commissioner Dan Reed noted he would volunteer.

MOTION TO APPOINT DAN REED TO THE STORMWATER ENGINEERING CONSULTANT SELECTION COMMITTEE. MOTION BY COMMISSIONER KEVIN REID. SECONDED BY COMMISSIONER PAIVA.

THE MOTION CARRIED UNANIMOUSLY.

Mayor Cloudman thanked Mayor for the Day Sofia Denova for running the meeting thus far and asked that everyone recognize her with applause. Mayor Denova then left the dais.

4. Discussion re: Future Uses of the Old Jail Property

Mayor Cloudman and City Manager Michael Pleus noted the following alternatives shared with the Commission as it related to the Old Jail property.

1. Maintain the Property
2. Sell the Property As-Is
3. Issue an RFP for Redevelopment
4. Demolish Building, then Sell As-Is or Issue RFP
5. Stabilize the Building before Redevelopment
6. Fully Renovate the Building
7. Public Open Space/Parking/Civic Use

Mr. Pleus noted these were the alternatives developed by staff and that the Commission could propose further options. He asked that this discussion narrow the alternatives to two for staff to look into further and bring back. Regarding Alternative 7, Mr. Pleus noted that in the previous negotiations regarding the transfer of the property from the county to the city it was expressed that parking was not a desired use from Volusia County's perspective.

Discussion followed on Commissioner preferences, the option to lease the land rather than sell outright, and the city's continued involvement in the process.

City Attorney Darren Elkind noted the city was the owner and should approach this as a property owner. He further noted deed restrictions that could be put in place if the Commission were to sell the property and noted that he did not think a lease versus sale determination needed to be made at this time.

Mayor Cloudman invited those who had filed out speaker cards for the item to address the Commission.

Thomas Homan discussed a proposed a town square use for the property with the opportunity to move or expand events off of Woodland Boulevard and add an attractive amenity to a popular area of Downtown DeLand.

Barb Shepard shared some conceptual images of what the property could look like and several ideas for the site. She further noted she was not in favor of demolition of the building.

Randy Williams suggested offering the property for sale and seeing what ideas came about from a private owner.

Ken Goldberg noted work he had done around the property and thought the building should be kept.

Discussion followed with Commissioners Dan Reed, Kevin Reid, and Paiva all favoring Alternative 7, the proposed public open space and/or civic use. Discussion followed on the potential for food trucks, expanding events that have outgrown their current spaces, and developing opportunities and draws for families to come downtown. Alternative 2, selling the property as-is was the other potential option that the commissioners said they would consider. Mayor Cloudman noted his preference for Alternative 2 and shared he had long been opposed to spending large amounts of city money on the site, and that he was in favor of selling as is. Mayor Cloudman noted that he was willing to look at open space idea based on the comments made.

Brief discussion followed on the possibility for partnerships in developing an open space project and market value for the building.

City Manager Pleus noted staff would look further into Alternative 2 with a broker and Alternative 7 for which he suggested a visioning plan may be required. He also agreed, following Commission discussion, that these alternatives be brought back with anticipated timelines and he confirmed that the parking area currently used for Trilogy Coffee was not included in this discussion.

CITY COMMISSION REPORTS

1. Report re: Elected Officials Round Table – No report
2. River-to-Sea TPO – No report
3. River of Lakes Heritage Corridor
    a. Commissioner Dan Reed noted the group had met July 9, 2026 for their Young Artist showcase.

CITY MANAGER REPORT – No report was given

CITY ATTORNEY REPORT – No report was given

CITY CLERK REPORT – City Clerk Christian Gowan briefly reviewed current and upcoming board vacancies and relayed that the online version of the Code of Ordinances was now up to date.

CITY COMMISSION

Commissioner Paiva noted appreciation for the DeLand Police Department as they continued to investigate a recent double homicide.

Commissioner Kevin Reid noted that school would be starting back soon and noted his excitement for students, including his children, to return to classes.

Commissioner Dan Reed echoed the comments of Commissioner Kevin Reid.

Mayor Cloudman echoed the previous comments and wished everyone a successful upcoming school year.

ADJOURNMENT

There being no further business, Mayor Cloudman adjourned the meeting at 8:20 p.m.

RESPECTFULLY SUBMITTED: *APPROVED*

_____ _____

Christian D. Gowan, MPA, CMC
City Clerk- Auditor

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Resolution 2026-43, Approving revisions to the approved Site Plan (SP22-124) and modifying the approved parking study for DeLand Commons, located at 225 S Woodland Boulevard.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: DeLand Commons Site Plan Resolution No. 2026-43, Staff Report - Revised Parking Study DeLand Commons, SP22-124 Site Plan Amended Sheets , ApplicantNarrative, Site Plan Narrative of Changes , Approved Parking Study, Approved Parking Management Plan Map_2023-01-11 , Revised Parking Study_04-01-26, Revised Parking Management Plan, SP22-124 Development Order, Approved Resolution_2023-04, Deland Commons Unit Mix Letter

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

On January 17, 2023, the City Commission approved a Class IV Site Plan for a mixed-use development for 180 residential units with 173 apartments, 5 townhomes, and 2 carriage homes, along with 11,379 square feet of commercial space. The apartments included 28 studio units, 128 one-bedroom units, and 17 two-bedroom units (Resolution Attached).

On February 10, 2023, a development order was issued to construct 169 residential units. In addition to the residential units, 6,212 sq. ft. of commercial space has been constructed and is currently occupied by a medical office. The townhomes and carriage homes are also constructed and occupied.

The applicant is requesting approval of a Site Plan Revision and a revision to the approved Parking Study and Parking Management Plan to add five (5) residential units on the back side of the built, but not occupied, commercial area and reduce the commercial area from 11,379 square feet to 8,062 square feet.

No additional parking will be provided; the existing 256 parking spaces will be used and allocated as indicated in the proposed parking management plan (see below & attached).

Due to the change in the number of residential units and corresponding reduction in the amount of non-residential space, a revision to the utility service agreement for the project will be required.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of the site plan amendment and parking study will reduce the amount of available commercial area

within the DeLand Commons development, but will provide 5 additional residential units within the Downtown Core.

RECOMMENDATION:

Staff recommends that the City Commission approve Resolution 2026-43 for revisions to the DeLand Commons site plan and Parking Study.

BACKGROUND/DISCUSSION:

The approved resolution for the DeLand Commons Class IV site plan (attached) allows the Planning Director to approve revisions to the approved parking management plan. However, since the parking management plan is but one element of the approved Parking Study and the applicant is proposing revisions to both the approved site plan and the approved parking study, planning staff believes it is necessary to bring the proposed revisions to City Commission for review and approval, in the same manner as the original Class IV site plan. The proposed revisions include:

1. Revisions to the site data table on the approved Class IV site plan which reflect the actual number of residential units constructed (169), as well as the 5 additional units, totaling 174 units.
2. An updated parking study, based on actual use breakdown, taking into account the new medical office space operating in the northern half of the commercial space, and an updated residential unit count, including the number of bedrooms as well as the proposed five additional residential units.
3. A 3,317 square foot reduction in the approved commercial space from 11,379 to 8,062 square feet (3,317 square feet).
4. An updated parking management plan, which clarifies the parking location for various uses, including the hours of operation for uses (i.e. the medical office and retail), the parking allocation and restrictions for the entire complex.
5. No new site construction is proposed with these revisions; building permits will be submitted for the new residential units.

RESOLUTION NO. 2026 - 43

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING REVISIONS TO APPROVED CLASS IV SITE PLAN AND MODIFYING APPROVED PARKING STUDY FOR DELAND COMMONS, LOCATED AT 225 WEST WOODLAND BOULEVARD; PROVIDING FOR CONDITIONS; AND AN EFFECTIVE DATE.

WHEREAS, On January 17, 2023, the City Commission adopted Resolution No. 2023-04, approving the Class IV Site plan for DeLand Commons located at 225 West Woodland Boulevard; and

WHEREAS, the applicant, Mark Watts, Es., on behalf of the owner is requesting approval of a Site Plan Revision and a revision to the approved Parking Study and Parking Management Plan; and

WHEREAS, the applicant intends to add five (5) residential units on the back side of the building, but not occupied, commercial area and reduce the commercial area; and

WHEREAS, staff has recommended approval of the revisions to the approved Class IV Site Plan and modifying the Parking Study for DeLand Commons.

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

Section 1. The City Commission hereby approves the revisions to the approved Class IV Site Plan and modifying the Parking for DeLand Commons located at 225 West Woodland Boulevard.

Section 2. The applicant must execute a revised utility service agreement with the City addressing the increased number of residential units and reduction in non-residential space prior to commencement of any construction work pursuant to this Resolution and the site plan approved hereby.

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

PASSED AND DULY ADOPTED this 17th day of August, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Christian D. Gowan, MPA, CMC
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PLANNING DIVISION STAFF REPORT
TO
CITY COMMISSION

HEARING DATE: August 17, 2026

APPLICATION NO.: SP22-124 – Revision to Approved DeLand Commons Site Plan and Parking Study

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

APPLICANT: Mark Watts, Cobb Cole

REQUEST: Modify the Approved Class IV Site Plan to Add 5 Residential Units, Reduce the Approved Amount of Commercial Area, Update the Approved Parking Study to Reflect the Revised Commercial and Residential Mix, and Update the Parking Management Plan

APPLICABLE REGULATIONS:

Article VIII Development Design & Improvement Standards
Sec. 33-91 – Off-Street Parking & Loading

A. SITE FACTORS:

Location:	225 S. Woodland Boulevard
Parcel Size:	5.36 acres
Land Use:	Downtown Commercial
Existing Zoning:	C-2A
Existing Use:	Developed

B. BACKGROUND:

The 5.36-acre site is adjacent to the Downtown Historic District and consists of a 3.89-acre parcel north of Voorhis Ave and a 1.47-acre parcel on the south side of Voorhis, between Woodland Blvd and Alabama Ave. The property has a Downtown Commercial future land use designation and is zoned C-2A (Downtown Commercial). On January 17, 2023, the City Commission approved a Class IV Site Plan for a mixed-use development for 180 residential units with 173 apartments, 5 townhomes, and 2 carriage homes, along with 11,379 square feet of commercial space. The apartments included 28 studio units, 128 one-bedroom units, and 17 two-bedroom units (Resolution Attached).

As part of the original site plan request, the applicant received approval to reduce the number of required parking spaces from 404 to 383 (Parking Study Attached). The parking reduction also included a 30% reduction for bicycle parking. Under the Land Development Regulations, parking reductions are approved by the City Commission through review and approval of a Parking Study. Required parking for mixed use developments can be reduced, provided the hours of operation do not overlap. Approval of the Parking Study and Class IV Site Plan also included a reduction in the number of required guest spaces, from 0.5 spaces per unit to 0.39 spaces per unit. A total of 256 parking spaces were approved, with 119 bicycle parking spaces. On February 10, 2023, a development order was issued to construct 169 residential units. In addition to the residential units,

6,212 sq. ft. of commercial space has been constructed and is currently occupied by a medical office use. The townhomes and carriage homes are also constructed and occupied.

The applicant is requesting approval of a Site Plan Revision and a revision to the approved Parking Study and Parking Management Plan to add five (5) residential units on the back side of the built, but not occupied, commercial area and reduce the commercial area from 11,379 square feet to 8,062 square feet. Access to the five (5) residential units will be through an existing hallway; there will be no direct exterior access to the five new residential units and these new units will not be associated with the commercial units fronting along Woodland Boulevard. Rather, the existing commercial area will be reduced by 3,317 square foot to accommodate the proposed five (5) additional residential units. No additional parking will be provided; the existing 256 parking spaces will be used and allocated as indicated in the proposed parking management plan (see below & attached).

C. ANALYSIS:

The approved site plan listed the number of units at 180, including the carriage homes and the townhome units. The approved Parking Study included 180 units and 11,379 square feet of commercial area along Woodland Boulevard. Tables from the approved parking study (January, 2023) can be found below, along with the approved parking management plan.

The following two site data tables show the parking breakdown by number of bedrooms. The first table is from the approved site plan (2023) and the second table shows the proposed revisions, including the five new residential units (studios) and the reduced commercial area. The approved site plan did not provide for commercial parking, however, the parking for the commercial use was included in the approved Parking Study and shown on the parking management plan.

PARKING:

14. PARKING:

A) REQUIRED:

APARTMENTS:

STUDIO – 1 SPACE/UNIT X 28 UNITS =	28	SPACES
1 BEDROOM – 1.5 SPACES/UNIT X 128 =	192	SPACES
2 BEDROOMS – 2 SPACES/UNIT X 17 =	34	SPACES
VISITOR PARKING – 0.5 SPACES/UNIT =	88	SPACES
SUBTOTAL =	342	SPACES

CARRIAGE HOMES:

2 BEDROOMS – 2 SPACES/UNIT X 2 =	4	SPACES
SUBTOTAL =	4	SPACES

TOWNHOMES:

3 BEDROOMS – 2 SPACES/UNIT X 5 =	10	SPACES
SUBTOTAL =	10	SPACES
TOTAL =	356	SPACES

B) PROVIDED:

APARTMENTS:

REGULAR (9'x19'*) =	177	SPACES
REGULAR (9'x20') =	51	SPACES
ACCESSIBLE (12'x20") =	9	SPACES
PARALLEL (ON-SITE, 8.5'x20") =	4	SPACES
SUBTOTAL =	241	SPACES

*19' DEPTH TOTAL, 17' PAVED W/2' NON-PAVED OVERHANG, OVERHANG IS NOT PART OF A LANDSCAPE AREA

CARRIAGE HOMES:

GARAGE (10'x20") =	5	SPACES
SUBTOTAL =	5	SPACES

TOWNHOMES:

GARAGE (10'x20") =	5	SPACES
DRIVEWAY (10'x20") =	5	SPACES
SUBTOTAL =	10	SPACES
TOTAL =	256	SPACES

14. PARKING:

A) REQUIRED:

4

APARTMENTS:

STUDIO – 1 SPACE/UNIT X 34 UNITS =	34 SPACES
1 BEDROOM – 1.5 SPACES/UNIT X 118 UNITS =	177 SPACES
2 BEDROOMS – 2 SPACES/UNIT X 15 UNITS =	30 SPACES
VISITOR PARKING – 0.5 SPACES/UNIT X 174 UNITS =	87 SPACES
SUBTOTAL =	328 SPACES

CARRIAGE HOMES:

2 BEDROOMS – 2 SPACES/UNIT X 2 =	4 SPACES
SUBTOTAL =	4 SPACES

TOWNHOMES:

3 BEDROOMS – 2 SPACES/UNIT X 5 =	10 SPACES
SUBTOTAL =	10 SPACES

MEDICAL OFFICE:

6.212KSF X 6.67 SPACES/UNIT =	42 SPACES
SUBTOTAL =	42 SPACES

RETAIL:

1.85KSF =	10 SPACES
SUBTOTAL =	10 SPACES

TOTAL REQUIRED = 394 SPACES

1 B) PROVIDED:

APARTMENTS:

REGULAR (9'x19'*) =	177 SPACES
REGULAR (9'x20') =	47 SPACES
ACCESSIBLE (12'x20') =	8 SPACES
PARALLEL (ON-SITE, 8.5'x20') =	4 SPACES
SUBTOTAL =	236 SPACES

*19' DEPTH TOTAL, 17' PAVED W/2' NON-PAVED OVERHANG, OVERHANG IS NOT PART OF A LANDSCAPE AREA

CARRIAGE HOMES:

GARAGE (10'x20') =	5 SPACES
SUBTOTAL =	5 SPACES

TOWNHOMES:

GARAGE (10'x20') =	5 SPACES
DRIVEWAY (10'x20') =	5 SPACES
SUBTOTAL =	10 SPACES

MEDICAL OFFICE:

RESERVED FOR EXCLUSIVE 24/7 USE =	5 SPACES
RESERVED MON.-FRI. / 9AM-6PM =	5 SPACES
RESERVED MON.-FRI. / 9AM-6PM & SAT / 9AM-2PM =	10 SPACES
RESERVED EMPLOYEES ONLY DURING WORKING HOURS =	7 SPACES
SUBTOTAL =	27 SPACES

RETAIL:

1.85KSF =	10 SPACES
SUBTOTAL =	10 SPACES

TOTAL PROVIDED = 256 SPACES

Table 1: Parking Requirements by Code

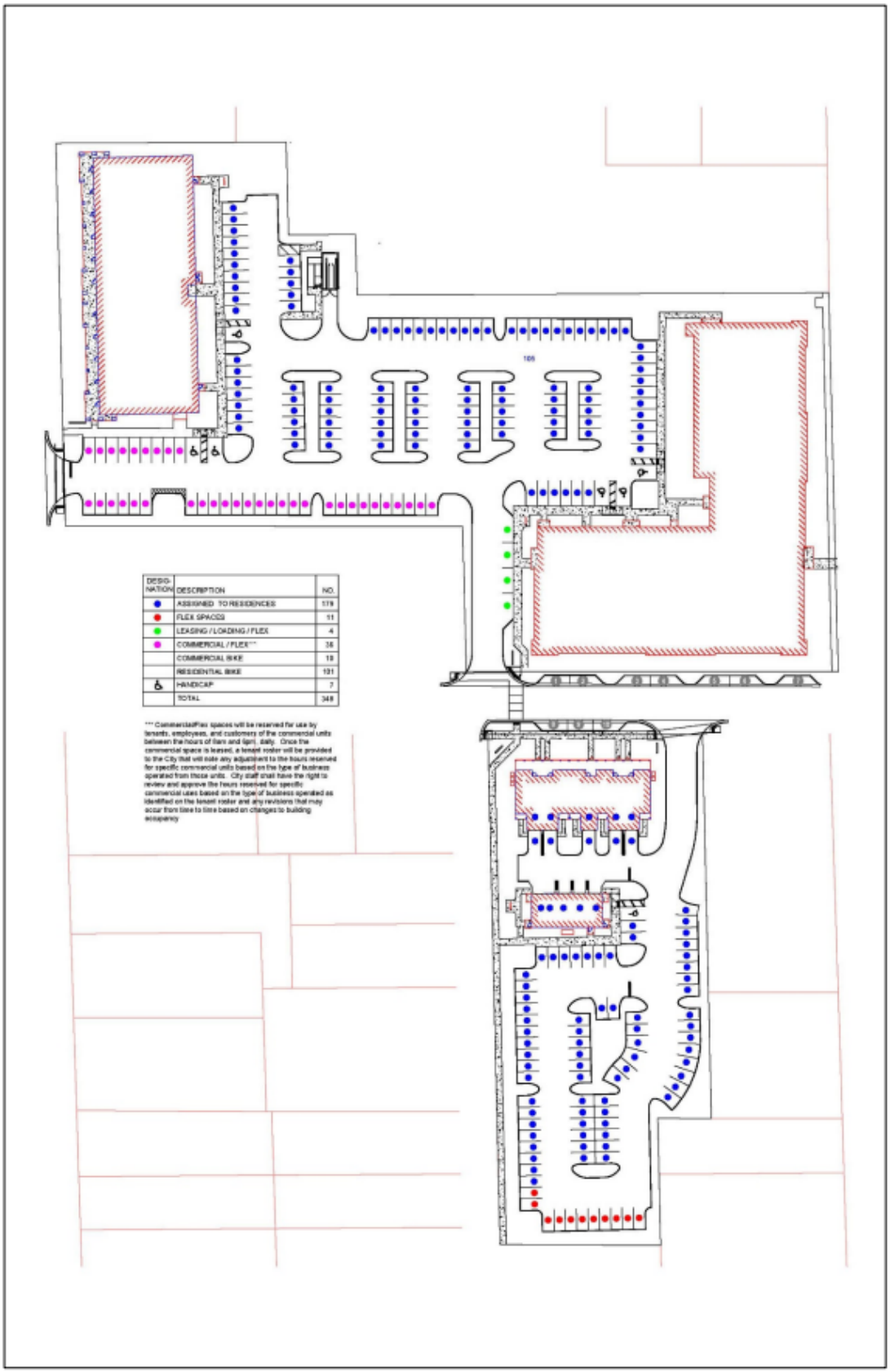
Code Required Parking				
Unit Type	**Quantity**		**Per Unit**	**Total**
Studio	28	Units	1.0	28.0
1-Bed	128	Units	1.5	192.0
2-Bed	19	Units	2.0	38.0
3-Bed	5	Units	2.0	10.0
Guest	180	Units	0.5	90.0
Commercial	11.379	KSF	4	45.516
Total				**403.5**

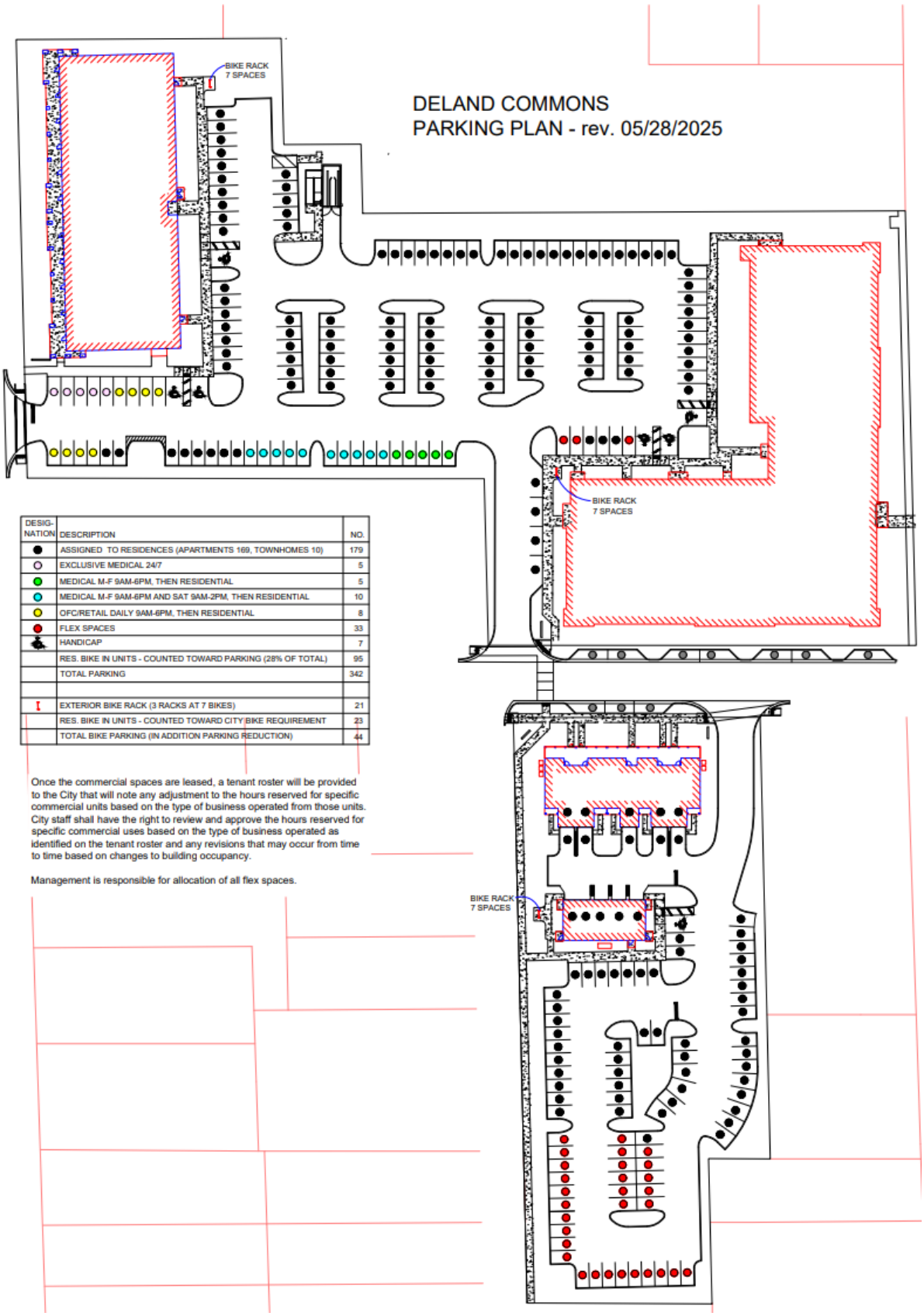
Table 2: Proposed Provided Parking

Provided Parking	
Quantity	**Type**
49	Assigned to Building 1 Residences
113	Assigned to Building 2 Residences
10	Assigned to Townhouse Residences
2	Assigned to Carriage Residences
16	Shared Commercial/Residential
5	Garage Flex Spaces
4	Leasing/Loading
44	Surface Flex Spaces
10	On-Street Parking
9	Handicap Spaces
10	Residential Bicycle Racks
81	Bike Storage in Residential Units
10	Bike Storage in Townhomes (2 per garage)
10	Bike Storage in Flex Garages (2 per garage)
10	Commercial Bike Racks
Total	**383**

The two tables above summarize the parking reduction request included in the approved parking study (2023), which also includes the approved parking management plan (below). The proposed revision to the parking management plan is also included below.

Figure 3: Proposed Parking Management Plan





DESIG-NATION	DESCRIPTION	NO.
●	ASSIGNED TO RESIDENCES (APARTMENTS 169, TOWNHOMES 10)	179
○	EXCLUSIVE MEDICAL 24/7	5
●	MEDICAL M-F 9AM-6PM, THEN RESIDENTIAL	5
●	MEDICAL M-F 9AM-6PM AND SAT 9AM-2PM, THEN RESIDENTIAL	10
●	OFC/RETAIL DAILY 9AM-6PM, THEN RESIDENTIAL	8
●	FLEX SPACES	33
♿	HANDICAP	7
	RES. BIKE IN UNITS - COUNTED TOWARD PARKING (28% OF TOTAL)	95
	TOTAL PARKING	342
	EXTERIOR BIKE RACK (3 RACKS AT 7 BIKES)	21
	RES. BIKE IN UNITS - COUNTED TOWARD CITY BIKE REQUIREMENT	23
	TOTAL BIKE PARKING (IN ADDITION PARKING REDUCTION)	44

Once the commercial spaces are leased, a tenant roster will be provided to the City that will note any adjustment to the hours reserved for specific commercial units based on the type of business operated from those units. City staff shall have the right to review and approve the hours reserved for specific commercial uses based on the type of business operated as identified on the tenant roster and any revisions that may occur from time to time based on changes to building occupancy.

Management is responsible for allocation of all flex spaces.

The proposed parking management plan reflects the revised hours of operation associated with the medical office use, as well as the allocation for the additional five residential units and the reduced commercial space. The updated parking information provided by the applicant also includes parking counts and use data which indicates capacity to accommodate the five additional units.

Total # of Units Approved	Total # of Units Constructed	New Units Proposed	Total Amount of Commercial Approved	Total Amount of Commercial Constructed	Total Amount of Commercial Proposed
Studio: 28 1 Bedroom: 128 2 Bedroom: 17 Carriage Homes: 2 Townhomes: 5 TOTAL: 180	Studio: 29 1 Bedroom: 118 2 Bedroom: 15 Carriage Homes: 2 Townhomes: 5 TOTAL: 169	Studio: 5	11,379 square feet	11,379 square feet	8,062 square feet
TOTAL # Residential Units: 174			**TOTAL Commercial: 8,062 square feet**		
TOTAL PARKING PROVIDED: 256 spaces					

The approved resolution for the Class IV site plan (attached) allows the Planning Director to approve revisions to the approved parking management plan. However, since the parking management plan is but one element of the approved Parking Study and the applicant is proposing revisions to both the approved site plan and the approved parking study, planning staff believes it is necessary to bring the proposed revisions to City Commission for review and approval, in the same manner as the original Class IV site plan. The proposed revisions include:

1. Revisions to the site data table on the approved Class IV site plan which reflect the actual number of residential units constructed (169), as well as the 5 additional units, totaling 174 units.
2. An updated parking study, based on actual use breakdown, taking into account the new medical office space operating in the northern half of the commercial space, and an updated residential unit count, including the number of bedrooms as well as the proposed five additional residential units.
3. A 3,317 square foot reduction in the approved commercial space from 11,379 to 8,062 square feet (3,317 square feet).
4. An updated parking management plan, which clarifies the parking location for various uses, including the hours of operation for uses (i.e. the medical office and retail), the parking allocation and restrictions for the entire complex.
5. No new site construction is proposed with these revisions; building permits will be submitted for the new residential units.

D. STAFF RECOMMENDATION:

Staff finds that the proposed 5 additional units would bring the total unit count to 174, which is below the approved 180 units. Based on the updated parking study which includes parking occupancy data, the proposed revision does not appear to negatively impact the existing parking. No site improvements are anticipated with this proposed revision. The applicant may propose updates to the existing parking signage, based on the revised parking management plan. Staff recommends that the proposed site plan revision and the new parking study, which includes the updated parking management plan, be approved.

LEGAL DESCRIPTION:

THE WESTERLY 182 FEET OF THE SOUTH 2/5 OF LOT 2, BLOCK 11, HOWRY'S DELAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK G, PAGE 701, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

AND

LOT 1 OF THE RESUBDIVISION OF THE SOUTH ONE-HALF (S1/2) OF BLOCK 11, HOWRY'S DELAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 51, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

LOT 2, REDIVISION OF THE SOUTH 1/2 OF BLOCK 11, HOWRY'S ADDITION TO THE CITY OF DELAND, AS RECORDED IN MAP BOOK 6, PAGE 51 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTH 16 FEET OF LOT 6 LYING EAST OF LOT 2, REDIVISION OF THE SOUTH 1/2 OF BLOCK 11, HOWRY'S DDITION TO THE CITY OF DELAND, AS RECORDED IN MAP BOOK 6, PAGE 51 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTH 16 FEET OF LOT 7 AND THE EAST 3.5 FEET OF LOT 7, REDIVISION OF THE SOUTH 1/2 OF BLOCK 11, HOWRY'S ADDITION TO THE CITY OF DELAND, AS RECORDED IN MAP BOOK 6, PAGE 51 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

LOT(S) 8, 9, 10, 11, 12, 13 AND 14, REDIVISION OF THE SOUTH 1/2 OF BLOCK 11, HOWRY'S ADDITION TO THE CITY OF DELAND, AS RECORDED IN MAP BOOK 6, PAGE 51 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

LOT A, CLAKE'S RESUBDIVISION OF BLOCK 14, HOWRY'S ADDITION TO DELAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 2 AND MAP BOOK 15, PAGE 179, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT B, CLAKE'S RESUBDIVISION OF BLOCK 14, HOWRY'S ADDITION TO DELAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 2 AND MAP BOOK 15, PAGE 179, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 3, BLOCK 14, MAP OF J.W. HOWRY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 137 AND MAP BOOK 21, PAGE 191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 4, BLOCK 14, MAP OF J.W. HOWRY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 137 AND MAP BOOK 21, PAGE 191, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 11, HOWRY'S DELAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK G, PAGE 701, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 5, HAMMOND'S SUBDIVISION, ACCORDING TO MAP BOOK 12, PAGE 175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF LOTS 5 & 6 OF THE SAID HAMMOND'S SUBDIVISION A DISTANCE OF 282 FEET (MORE OR LESS) TO THE SW CORNER OF LOT 6; THENCE RUN IN A WESTERLY DIRECTION 64.85 FEET (MORE OR LESS) TO THE NW CORNER OF LOT 12 OF THE SOUTH 1/2 OF BLOCK 11, HOWRY'S ADDITION TO THE CITY OF DELAND, AS RECORDED IN MAP BOOK 6, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, RUN NORTHERLY AND PARALLEL WITH THE WEST LINE OF LOT 6, A DISTANCE OF 47.66 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 12, A DISTANCE OF 52.35 FEET (MORE OR LESS) TO A POINT 182 FEET EAST OF THE WEST LINE OF LOT 2, BLOCK 11, HOWRY'S DELAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK G, PAGE 701, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, RUN NORTHERLY AND PARALLEL WITH THE WEST LINE OF LOT 6, A DISTANCE OF 47.66 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 12, A DISTANCE OF 52.35 FEET (MORE OR LESS) TO A POINT 182 FEET EAST OF THE WEST LINE OF LOT 2, BLOCK 11, HOWRY'S DELAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK G, PAGE 701, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (THE WEST LINE OF LOT 2 IS THE EAST RIGHT OF WAY LINE OF SOUTH WOODLAND BOULEVARD, A 66 FOOT WIDE STREET) AND 233.51 FEET SOUTH OF THE NORTH LINE OF THE SAID LOT 2; THENCE RUN SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF LOT 6 A DISTANCE OF 54.49 FEET (MORE OR LESS) TO THE SOUTH LINE OF THE SAID LOT 2; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 2, AND PARALLEL TO THE NORTH LINE OF LOT 12, TO THE POINT OF BEGINNING.

AND

THE WEST 127 FEET OF LOTS 15 AND 16, CLAKE'S RESUBDIVISION IN BLOCK 14, HOWRY'S ADDITION TO THE CITY OF DELAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 2, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

INDEX OF SHEETS

CIVIL

SHEET NO.	ISS. DATE	REV. NO.	REV. DATE	SHEET NAME
C001	6/17/22	–	–	COVER SHEET
1 of 3 – 3 of 3		–	–	ALTA/NSPS LAND TITLE SURVEY
C002	6/17/22	–	–	SYMBOLS AND ABBREVIATIONS
C003	6/17/22	1	8/2/22	GENERAL NOTES
C010	6/17/22	4	2/2/23	DEMOLITION PLAN
C100	6/17/22	4	3/11/25	OVERALL SITE PLAN
C101–C102	6/17/22	9	2/21/24	SITE PLAN
C201–C202	6/17/22	7	06/20/23	UTILITY PLAN
C301–C302	6/17/22	5	2/21/24	DRAINAGE PLAN
C401–C402	6/17/22	7	2/21/24	GRADING PLAN
C501	12/22/22	2	1/10/23	FDOT DRIVEWAY PLAN
C700	6/17/22	1	11/11/22	EROSION CONTROL PLAN
C800–C801	6/17/22	1	11/11/22	VEHICLE CIRCULATION PLAN
C900–C901	6/17/22	3	7/17/23	CONSTRUCTION DETAILS
C910–C916	6/17/22	1	8/3/22	CITY DETAILS
C920–C923	6/17/22	–	–	FDOT DETAILS
PL–001	6/17/22	2	8/23/22	TREE PRESERVATION PLAN
PL–002	6/17/22	–	–	KEY PLANS
PL–003	11/14/22	3	11/14/22	STREETSCAPE NOTES & DETAILS
PL–100 – PL–101	11/14/22	3	11/14/22	STREETSCAPE PLANS
PL–200 – PL–201	11/14/22	3	11/14/22	HARDSCAPE DETAILS
PL–300 – 302	6/17/22	5	1/13/23	LANDSCAPE CODE PLAN
PL–303	6/17/22	3	11/14/22	CODE LANDSCAPE PLANT LIST & NOTES
PL–304	6/17/22	–	–	SIGN ELEVATIONS
PL–305	6/17/22	2	8/23/22	LANDSCAPE DETAILS
PL–400 – 401	6/17/22	5	1/13/23	IRRIGATION CODE PLANS
PL–500 – 501	6/17/22	5	1/13/23	LIGHTING PHOTOMETRIC PLAN
PL–502	6/17/22	–	–	LIGHTING SCHEDULE & CUT SHEETS

FINAL ENGINEERING PLAN
FOR
DELAND COMMONS

PARCEL ID'S: 701601110027, 701601110028, 701619000020, 701619000120, 701619000130, 701619000140, 701619000080, 701619000090, 701619000100, 701619000110, 701612000010, 701612000020, 701601140040, 701601140030, 701612000150
SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND, FLORIDA

FOR

DELAND COMMONS PARTNERS, LTD.

200 EAST CANTON AVENUE, SUITE 101
WINTER PARK, FLORIDA 32789
PH (407) 741-8500

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

UTILITY PROVIDERS:

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

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

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

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

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

PROJECT TEAM MEMBERS:

OWNER:
DELAND COMMONS PARTNERS, LTD.
200 E CANTON AVE SUITE 102
WINTER PARK, FL 32789

DEVELOPER:
DELAND COMMONS PARTNERS, LTD.
MARC GAUTHIER
200 EAST CANTON AVENUE, SUITE 101
WINTER PARK, FLORIDA 32789

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

GEOTECHNICAL:
YOVAISH ENGINEERING SERVICES, LLC
953 SUNSHINE LANE
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 774-9383

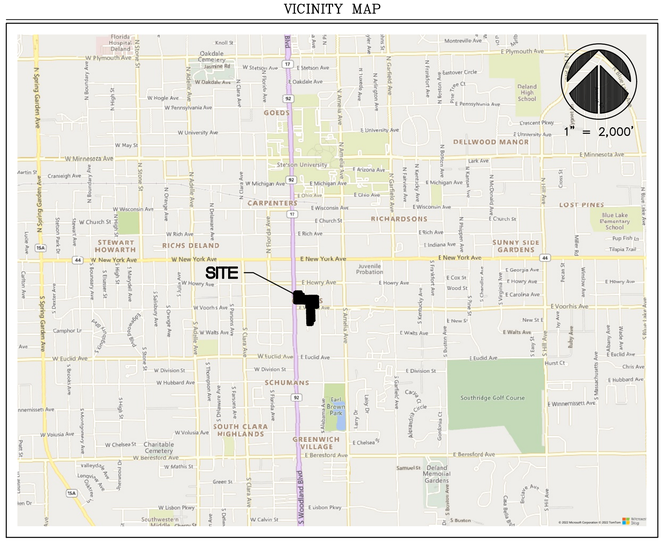
ENVIRONMENTAL:
E SCIENCES, INCORPORATED
34 EAST PINE STREET
ORLANDO, FL 32801
PHONE: (407) 481-9006

SURVEYOR:
ALLEN & COMPANY, INC.
16 EAST PLANT STREET
WINTER GARDEN, FL 34787
PHONE: (407) 654-5355

ARCHITECT:
SLOCUM PLATTS
670 NORTH ORLANDO AVE, SUITE 1001
MAITLAND, FL 32751
PHONE: (407) 645-3019

LANDSCAPE ARCHITECT:
FOSTER CONANT & ASSOCIATES
120 W ROBINSON ST,
ORLANDO, FL 32801
PHONE: (407) 648-2225

VICINITY MAP



WILLIAM HENRY ZEH LICENSE No. 81427 STATE OF FLORIDA PROFESSIONAL ENGINEER

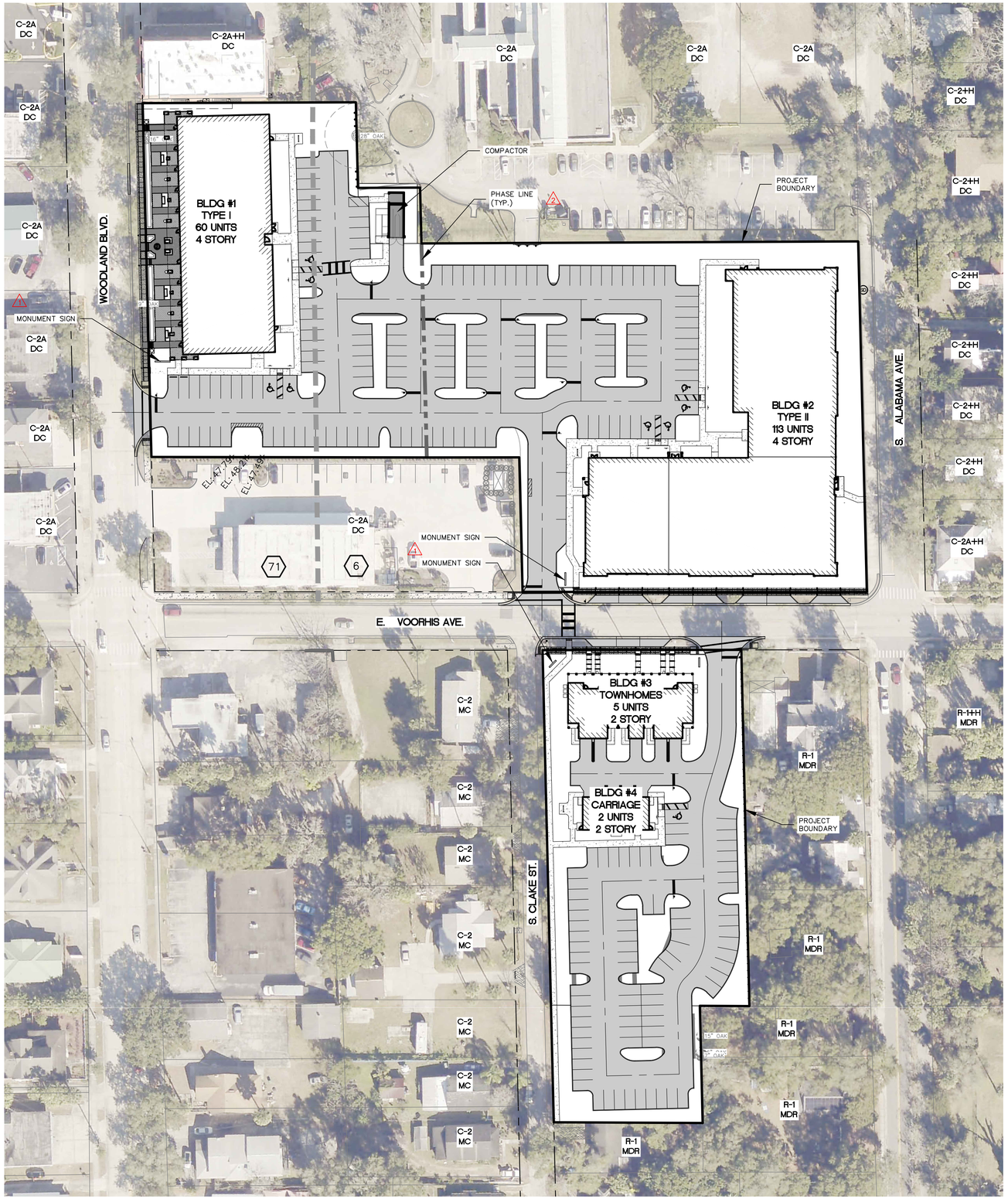
This item has been electronically signed and sealed by William Henry Zeh, P.E. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by William H Zeh
Date: 2025.03.14 15:33:10 -04'00'

CERTIFICATE OF AUTHORIZATION NO. CA-0007723

DELAND COMMONS (18029)

H:\Data\18MMS0290-Deland Commons\Eng\Final\18029_C001-COV.dwg Mar 14, 2025 - 3:50:45 pm



LEGEND

TC — EXISTING ZONING

TCD — EXISTING FUTURE LAND USE

PAVEMENT LEGEND:

ASPHALT PAVEMENT

SOILS LEGEND

SOILS LINE

SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
6	ASTATULA–URBAN LAND COMPLEX, 0 TO 8 PERCENT SLOPES	A
71	URBAN LAND, 0 TO 2 PERCENT SLOPES	N/A

SOURCE: USGS SOILS SURVEY, NATURAL RESOURCE CONSERVATION SERVICE – VOLUSIA COUNTY, FLORIDA 2022

WATER SERVICE DEMANDS

LAND USE	UNIT	GPD/UNIT	# UNITS	ADD (GPD)	ADD (GPM)	MDD (GPM)	PHF (GPM)
MULTI–FAMILY RESIDENTIAL	DWELLING UNIT	350	180	63,000	43.75	87.50	175.00

SEWER SERVICE DEMANDS

LAND USE	UNIT	GPD/UNIT	# UNITS	ADD (GPD)	ADD (GPM)	MDD (GPM)	PHF (GPM)
MULTI–FAMILY RESIDENTIAL	DWELLING UNIT	300	180	54,000	37.50	75.00	150.00

TRAFFIC GENERATION

ITU CODE	LAND USE	# UNITS	DAILY		PM PEAK HOUR			
			RATE	TRIPS	RATE	TOTAL	ENTER	EXIT
221	MULTI–FAMILY RESIDENTIAL	180	7.42	1,336	0.53	95	60	35

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

SITE DATA:

1. TOTAL PROPERTY AREA: 5.36 ACRES
2. PARCEL ID'S: 701601110027, 701601110028, 701619000020, 701619000120, 701619000130, 701619000140, 701619000080, 701619000090, 701619000100, 701619000110, 701612000010, 701612000020, 701601140040, 701601140030, 701612000150
3. JURISDICTION: CITY OF DELAND
2. 4. EXISTING FUTURE LAND USE: DOWNTOWN COMMERCIAL
5. EXISTING ZONING: C–2A (DOWNTOWN COMMERCIAL DISTRICT)
6. BUFFER REQUIREMENTS: NONE
7. PROPOSED USE: MULTI–FAMILY
8. TOTAL DWELLING UNITS (DU): 180 UNITS
9. OPEN SPACE
   REQUIRED: NONE
   PROVIDED: 1.50 AC. (27.99%)
10. MAX. IMPERVIOUS SURFACE RATIO
    REQUIRED: NONE
    PROVIDED: 72.01%
11. IMPERVIOUS AREA:
    TOTAL BUILDINGS: 1.37 AC (25.56%)
    TOTAL SIDEWALK, PAVEMENT, MISC. CONCRETE: 2.49 AC (46.45%)
    TOTAL IMPERVIOUS AREA: 3.86 AC (72.01%)
    TOTAL PERVIOUS AREA: 1.50 AC (27.99%)
    TOTAL AREA: 5.36 AC (100.00%)
12. MAX. BUILDING HEIGHT: 80 FT
13. BUILDING SETBACKS: NONE
4. 14. PARKING:
    A) REQUIRED:
    APARTMENTS:
    STUDIO – 1 SPACE/UNIT X 34 UNITS = 34 SPACES
    1 BEDROOM – 1.5 SPACES/UNIT X 118 UNITS = 177 SPACES
    2 BEDROOMS – 2 SPACES/UNIT X 15 UNITS = 30 SPACES
    VISITOR PARKING – 0.5 SPACES/UNIT X 174 UNITS = 87 SPACES
    SUBTOTAL = 328 SPACES

    CARRIAGE HOMES:
    2 BEDROOMS – 2 SPACES/UNIT X 2 = 4 SPACES
    SUBTOTAL = 4 SPACES

    TOWNHOMES:
    3 BEDROOMS – 2 SPACES/UNIT X 5 = 10 SPACES
    SUBTOTAL = 10 SPACES

    MEDICAL OFFICE:
    6.212KSF X 6.67 SPACES/UNIT = 42 SPACES
    SUBTOTAL = 42 SPACES

    RETAIL:
    1.85KSF = 10 SPACES
    SUBTOTAL = 10 SPACES

    TOTAL REQUIRED = 394 SPACES

1. B) PROVIDED:
    APARTMENTS:
    REGULAR (9'x19'*) = 177 SPACES
    REGULAR (9'x20') = 47 SPACES
    ACCESSIBLE (12'x20') = 8 SPACES
    PARALLEL (ON–SITE, 8.5'x20') = 4 SPACES
    SUBTOTAL = 236 SPACES

    *19' DEPTH TOTAL, 17' PAVED W/2' NON–PAVED OVERHANG, OVERHANG IS NOT PART OF A LANDSCAPE AREA

    CARRIAGE HOMES:
    GARAGE (10'x20') = 5 SPACES
    SUBTOTAL = 5 SPACES

    TOWNHOMES:
    GARAGE (10'x20') = 5 SPACES
    DRIVEWAY (10'x20') = 5 SPACES
    SUBTOTAL = 10 SPACES

    MEDICAL OFFICE:
    RESERVED FOR EXCLUSIVE 24/7 USE = 5 SPACES
    RESERVED MON.–FRI. / 9AM–6PM = 5 SPACES
    RESERVED MON.–FRI. / 9AM–6PM & SAT / 9AM–2PM = 10 SPACES
    RESERVED EMPLOYEES ONLY DURING WORKING HOURS = 7 SPACES
    SUBTOTAL = 27 SPACES

    RETAIL:
    1.85KSF = 10 SPACES
    SUBTOTAL = 10 SPACES

    TOTAL PROVIDED = 256 SPACES

    OFF–SITE PARALLEL (8.5'x20')** = 10 SPACES

2. **NOT INCLUDED IN OVERALL PROVIDED PARKING COUNT

3. 15. BICYCLE PARKING:
    A) REQUIRED:
    1/EVERY 4 DWELLING UNITS = 180/4 = 45 SPACES
    TOTAL = 45 SPACES

    B) PROVIDED:
    EXTERIOR RACKS = 10 SPACES
    INTERIOR STORAGE ROOMS = 118 SPACES
    TOTAL = 128 SPACES

16. SITE TO BE DEVELOPED IN ONE PHASE, BUILDINGS MAY BE SEQUENCED.
17. PER FEMA FIRM PANEL NO. 12127C0470H, DATED FEBURARY 19, 2014, THE ENTIRE SITE LIES WITHIN FLOOD ZONE 'X' (AREAS TO BE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
18. WATER, RECLAIM, AND SEWER ARE TO BE PROVIDED BY THE CITY OF DELAND.
1. 19. ALL UTILITY LINES TO MEET CITY OF DELAND SPECIFICATIONS AND STORM SYSTEM TO MEET ALL APPLICABLE CITY OF DELAND AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS.
20. IRRIGATION ON SITE TO BE PROVIDED BY WELLS.
21. THE SITE IS NOT LOCATED WITHIN A WELL FIELD PROTECTION ZONE.
22. THE SITE IS NOT LOCATED WITHIN AN AQUIFER RECHARGE AREA.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629–8330

OVERALL SITE PLAN FOR DELAND COMMONS

CITY OF DELAND FLORIDA

DELAND COMMONS PARTNERS, LTD.
200 EAST CANTAL AVENUE, SUITE 101
WINTER PARK, FL 32789
(407) 741–8500

ENGINEER: WILLIAM H. ZEH
LICENSE No. 81427
STATE OF FLORIDA
PROFESSIONAL ENGINEER
WILLIAM H. ZEH
81427

CERTIFICATE OF AUTHORIZATION No. CA–0007723

	DATE	REVISIONS
1	08/02/23	REVISED PER CITY COMMENTS
2	08/23/24	REVISED PER CITY COMMENTS
3	03/11/25	REVISED PARKING CALCULATION
4	03/11/25	REVISED PARKING CALCULATIONS
5		
6		
7		
8		
9		
10		
11		

JOB # 18029
DATE: 06/17/2022
SCALE: 1"=50'
DESIGNED BY: PAB
DRAWN BY: PAB
APPROVED BY: WHZ

C100

H:\Data\18MM50290–Deland Commons\Eng\Final\18029_C100–OVERALL SITE PLAN.dwg March 11, 2025 1:08 PM

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
James A. Pickens

COBB COLE
Attorneys at Law
Since 1925

Daytona Beach • DeLand
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 | CobbCole.Com

Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Alanna V. Smith
Kelsey Hansen-Walter
Scott C. Tepper
Brianna M. Faenza

OF COUNSEL
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

April 30, 2026

Carol Kuhn, AICP
Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

Re: DeLand Commons Site Plan Modification – Revised Narrative
SP22-124.005

Dear Carol:

As you know, our firm has the pleasure of representing the applicant, DeLand Commons Partners, Ltd. (owner/developer) with their site plan modification to revise the parking calculations based on the unit mix changes and introduction of medical office use on the first floor or building #1. As part of their online submittal, below is the narrative for this project:

Enclosed for your review, please find an updated parking study dated April 1, 2026 prepared by Traffic and Mobility Consultants on behalf of the DeLand Commons project. Also attached are copies of the original parking allocation map approved in 2023 and the updated parking allocation map dated May 28, 2025. We are requesting City review and approval of the conclusion set forth in the parking study. Specifically, we are requesting confirmation that City staff agrees that the overall parking provided by the DeLand Commons project is sufficient to provide parking for the final buildout of the remaining commercial area with a mix of 1,850 square feet of retail space and 5 studio apartments to be located east of a line that is 50 feet from the eastern right of way line for Woodland Boulevard.

Based on our prior conversations, the City was concerned that the original parking study on which the parking waiver for the project was granted needed to be updated. While I agree that there were some clean-up related changes that should have been addressed prior to the approval of the original study and waiver, I submit that based on the attached study, an update of the original report is not necessary at this time. While the initial parking study projected the anticipated needs and parking demands of the project, the attached study has documented the actual utilization of the parking spaces provided. The actual, current data

is a better overall gauge of the parking demand and utilization and demonstrates that there remains more than sufficient available parking after accounting for all existing residential units, the medical use established by Advent Health and the proposed retail and studio apartment units proposed for the remaining vacant first floor area along Woodland Boulevard.

Please review the attached information and let me know if you have any questions or need any additional information to finalize staff's review and approval of the updated parking allocation map.

Thank you for your time and consideration.

Sincerely,

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

MAW:lf
Enclosures

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

March 14, 2025

RE: Deland Commons, SP22-124

Narrative of changes to Civil plans: Revised parking calculations based on unit mix changes and introduction of medical office use on the first floor of Building #1.

Sincerely,
William H. Zeh, P.E.
Senior Project Manager
P.E. No. 81427
407-629-8330, ext. 127

H:\Data\18MMS0290-Deland Commons\cor\Narrative of Changes 03-14-2025.doc

APPROVED
SP22-124
2/10/2023

To: Mr. Marc Gauthier
Atlantic Housing Partners, LLC 700
West Morse Blvd., Suite 220 Winter
Park, FL 32789

Date: February 10, 2023

Project #: 66534.00

From: Demond Hazley, PE
Managing Director

Re: DeLand Commons Parking Management Plan

Purpose

The purpose of this memorandum is to document the Parking Management Plan in support of the DeLand Commons multi-family development (DCPMP). The proposed DCPMP will support multimodal transportation options and will promote the use of alternative modes of travel to access many of the adjacent businesses and amenities in downtown DeLand.

As seen in **Figure 1**, DeLand Commons is located within the core of DeLand, south of the Historic Garden District at the intersection of East Voorhis Avenue and US 17 / US 92. A full access driveway is proposed from Voorhis Avenue. DeLand Commons will offer a mixed-use development consisting of 180 residential units and 11,379 square feet of retail. The proposed parking plan includes 383 parking spaces which is 21 spaces less than the 404 spaces required by Section 33-91 of the City of Deland Land Development Regulations (LDR or City Code). The proposed parking plan ensures that the site is fully parked for residents. Therefore, the developer is requesting a reduction of guest parking from the required 0.50 spaces per unit to 0.39 spaces per unit.

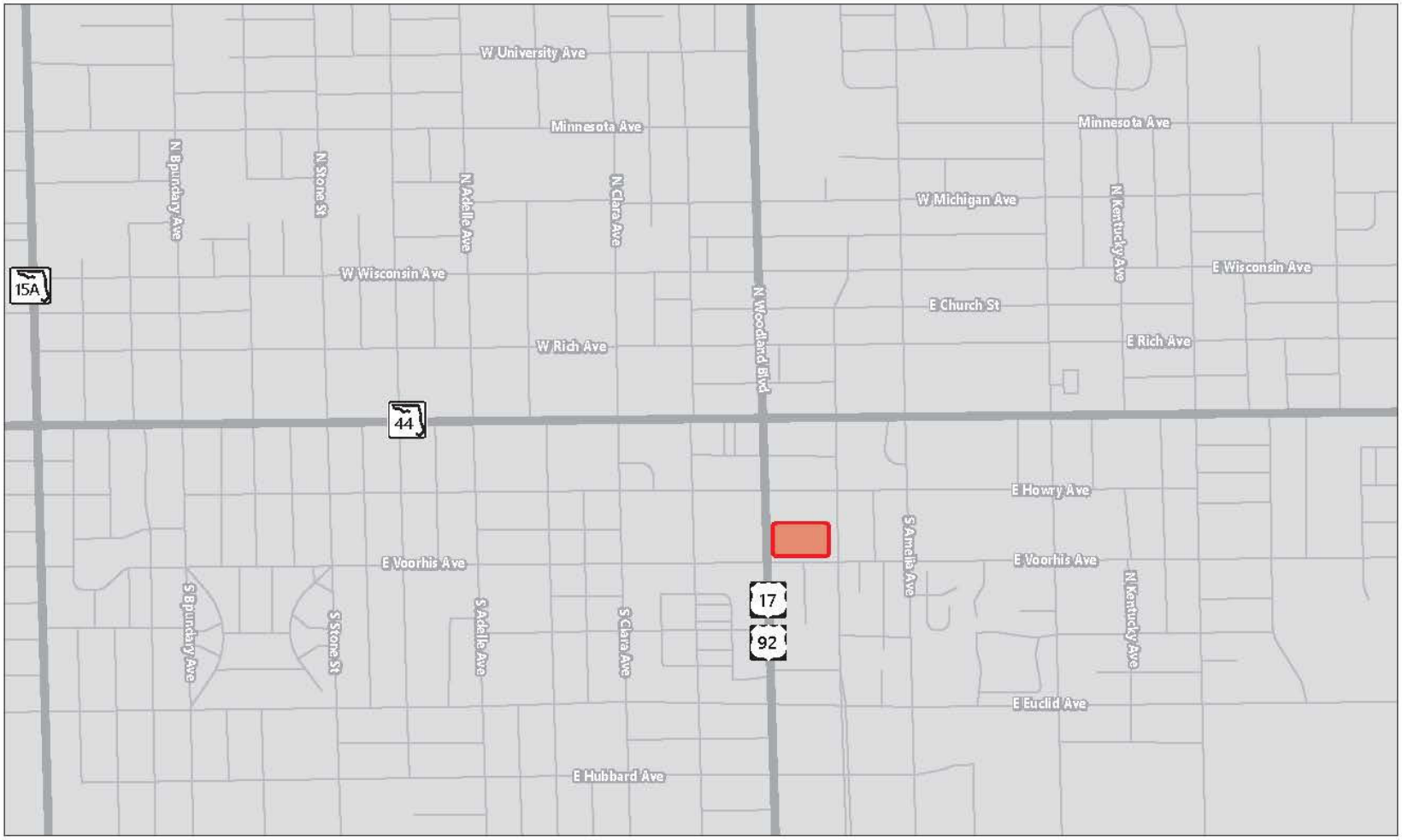
The reduction is supported by the following three elements, which are described in greater detail within:

- Site Characteristics and consistency with City Code requirements for parking reductions for mixed-use developments;
- Parking demand analyses of a similar development showing the parking supply meets the residents' needs; and
- A parking management plan consistent with the proven plan implemented at a similar development.

In addition, the state of parking standards, parking demand, and market potential for parking is provided in **Attachment A**.

APPROVED
SP22-124
2/10/2023

Figure 1: Proposed Deland Commons Location Map



APPROVED
SP22-124
2/10/2023

Site Characteristics and Development Consistency with City Code Reductions

Parking Demand Analysis

VHB conducted a residential parking demand analysis for Atlantic Housing Partners, LLC in September 2021 and provided a memorandum documenting a comparison of the different parking rates from the City's LDR, surveys of comparable sites, and other published documentation. The results of the memorandum indicated that the actual demand for parking is significantly less than the 2 parking spaces per dwelling unit noted in the City's LDR, resulting in a viable requirement of 1.23 per multi-family dwelling unit. Refer to **Attachment B** for review of the parking analysis memorandum. A full accounting of the required parking per the City LDR can be seen in **Table 1** and the developer's proposed parking spaces and parking alternative quantities can be reviewed in **Table 2.**

Table 1: Parking Requirements by Code

Code Required Parking				
Unit Type	**Quantity**		**Per Unit**	**Total**
Studio	28	Units	1.0	28.0
1-Bed	128	Units	1.5	192.0
2-Bed	19	Units	2.0	38.0
3-Bed	5	Units	2.0	10.0
Guest	180	Units	0.5	90.0
Commercial	11.379	KSF	4	45.516
Total				**403.5**

Table 2: Proposed Provided Parking

Provided Parking	
Quantity	**Type**
49	Assigned to Building 1 Residences
113	Assigned to Building 2 Residences
10	Assigned to Townhouse Residences
2	Assigned to Carriage Residences
16	Shared Commercial/Residential
5	Garage Flex Spaces
4	Leasing/Loading
44	Surface Flex Spaces
10	On-Street Parking
9	Handicap Spaces
10	Residential Bicycle Racks
81	Bike Storage in Residential Units
10	Bike Storage in Townhomes (2 per garage)
10	Bike Storage in Flex Garages (2 per garage)
10	Commercial Bike Racks
Total	**383**

APPROVED
SP22-124
2/10/2023

Shared Parking for Mixed-Use Developments

City Code Section 33-91. 03. I permits a reduction of required parking spaces for developments of mixed use nature where the multiple uses do not have overlapping hours of maximum parking demand. The Code permits approval based on the following two requirements:

1. The developer submits sufficient data to demonstrate that hours of maximum demand for parking at the respective uses do not normally overlap.
2. The developer submits a legal agreement approved by the city legal department guaranteeing the joint use of the off-street parking spaces as long as the uses requiring parking are in existence or until the required parking is provided elsewhere in accordance with the provisions of this section.

Sixteen (16) shared parking spaces will be available for residential and residential guest use in the off-hours of the commercial uses. A shared use agreement will be contracted between the property owners and the commercial lessees defining the business hours and management of the shared parking spaces.

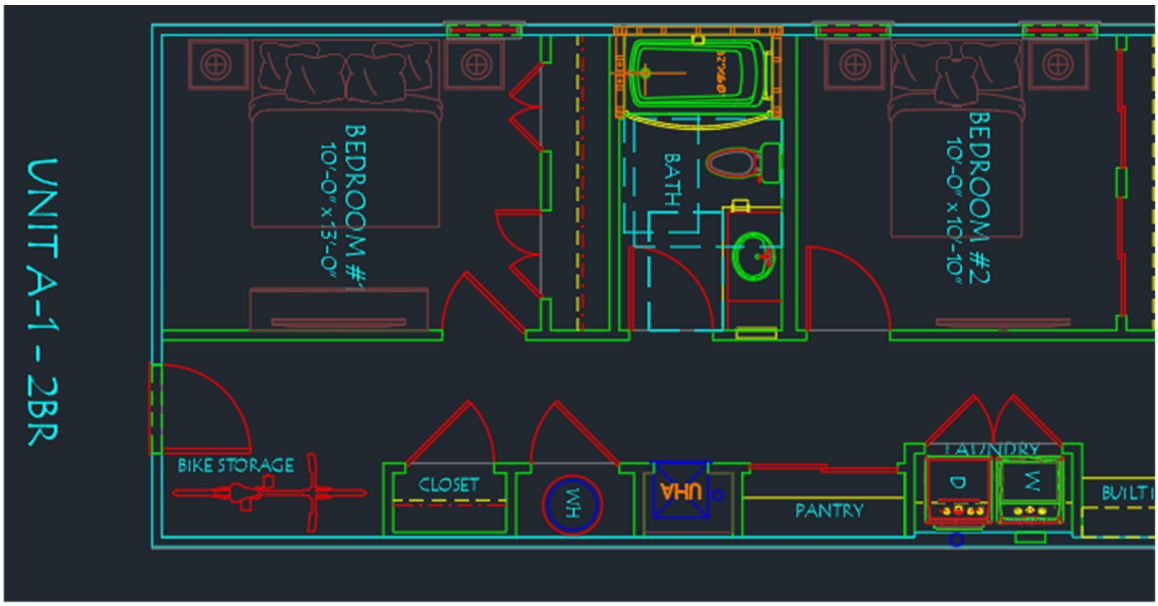
Parking Reduction Replacement for Bicycle Parking

To support bicycle usage at DeLand Commons, and consistent with Section 22-91. 03. L. 3. B. of the City of Deland LDR, a 1:1 replacement may be used for up to 30% of the required parking spaces for the development. The developer has included these replacement bicycle parking spaces within the units themselves, as seen in **Figure 2**. Interior bike storage facilities are a proven benefit to multifamily development programs.

Multi-Modal Access

Per the DeLand 2050 Transportation Plan, certain development types are preferred in the central core of the city, including those that are transit-oriented in nature and promote walkable alternatives. The proposed DeLand Commons development is intended to operationally serve the City's Traditional City Center and the Transit-Prepared Corridors. DeLand Commons is within a walkable distance to DeLand's Intermodal Transit Facility. Minimizing the reliance on surface parking enhances the residents' opportunity to utilize the multi-modal options available within the core of DeLand. Promoting alternative means of transportation, including walking, cycling, shared mobility, and mass transit, are included within the DeLand Commons plan and is in alignment with the intended future goals of the City of DeLand.

Figure 2: Engineered Drawing of Proposed In-Unit Bicycle Storage Space



APPROVED
SP22-124
2/10/2023

Comparable Parking Demand Analysis and Adjacent Municipal Requirements

Taylor Place Apartments (City of DeLand)

A parking survey was conducted at Taylor Place Apartments in 2021. Taylor Place is another property owned by the developer and is also located in the City of Deland. The results of the analysis indicated a ratio of 1.32 registered vehicles per unit, with a ratio of 1.13 parking spaces used per unit. The assessment shows that actual utilization rate or parking spaces per unit at Taylor Place Apartments is less than the Institute of Transportation Engineers' (ITE) recommendation of 1.23 parking spaces per multi-family residential unit. The comparison of results to DeLand Commons also provides a conservative scenario as the Taylor Place development is located further from the downtown core and has a much higher concentration of 3-bedroom units. The survey of Taylor Place Apartments can be found within the VHB parking analysis memorandum in **Attachment B**.

Comparable Adjacent Municipality Requirements

The parking requirements from neighboring municipalities were also reviewed to compare the required parking spaces to the requirements within the DeLand LDC. As shown in the comparison, the provided spaces of 383 would meet the demands of most other municipalities requirements for similar developments. The comparison to adjacent municipality requirements can be found in **Attachment C**.

DeLand Commons Parking Management Plan

DeLand Commons will implement a parking management plan, similar to one of its previous developments, Lexington Court. Despite Lexington Court's location being outside of the DeLand market, the parking management plan is transferrable, and it shows how the developer has successfully created and executed a multi-family parking management plan that serves the needs of the residents while minimizing the need for land requirements for surface parking.

The DeLand Parking Management Plan will utilize these operational requirements:

- A parking exhibit is first shared with tenants who opt to pay for parking spaces.
- Residents are first offered one parking space per one single or two-bedroom unit rented; or a tandem (two parking spaces) option for each market rate three-bedroom unit rented. Tenants with multiple cars are assigned the tandem parking spaces first.
- Residents can apply for additional parking spaces if space is available. Additional parking spaces are on a month-to-month agreement wherein the additional parking space may be released should a new tenant choose to pay for parking. Lexington Court will not lease an apartment to a household having/needing multiple vehicles if parking spaces are not available.
- Each resident who chooses to pay for parking is provided a dedicated and assigned parking space.
- In the event a change to an assigned parking space for one resident to meet any specific ADA needs of a second resident, the management team has the authority to do so as described in the signed lease agreement.
- Each resident choosing to lease a parking space is issued:
    - A unique fob key which provides access into the parking garage, which is tracked via an individual code so management knows who is entering the garage.

APPROVED
SP22-124
2/10/2023

  - A Parking Space Card that states parking space "X" belongs to "X" resident. If any resident finds a car parked in their assigned space, that resident can call a contracted tow company to have the violating car towed.
  - A parking decal.
- As a part of the lease agreement, a vehicle registration for each vehicle assigned a parking spot is required. This allows Management to know whether there are unauthorized occupants on the property and provides an added level of safety to the community.
- Utilizing a property management tool, electronic reports can be generated to provide detail on which parking space is rented to which resident and which may be available for rent. This acts as a real-time database for assigned and/or unassigned parking spaces on the Lexington Court property.
- Management staff conducts parking audits daily by walking the property and ensuring the parked vehicles have a decal.
- A local towing company is responsible for:
  - Conducting daily parking audits at Lexington Court.
  - Towing unassigned cars parked in assigned parking spaces at no expense to the tenant.

The proposed parking management plan map can be reviewed in **Figure 3**.

Conclusion

Considering the proposed development's proximity to areas promoting multiple multi-modal and walkable options, DeLand Commons will implement a plan proven to be a market success while meeting the City of DeLand's goals.

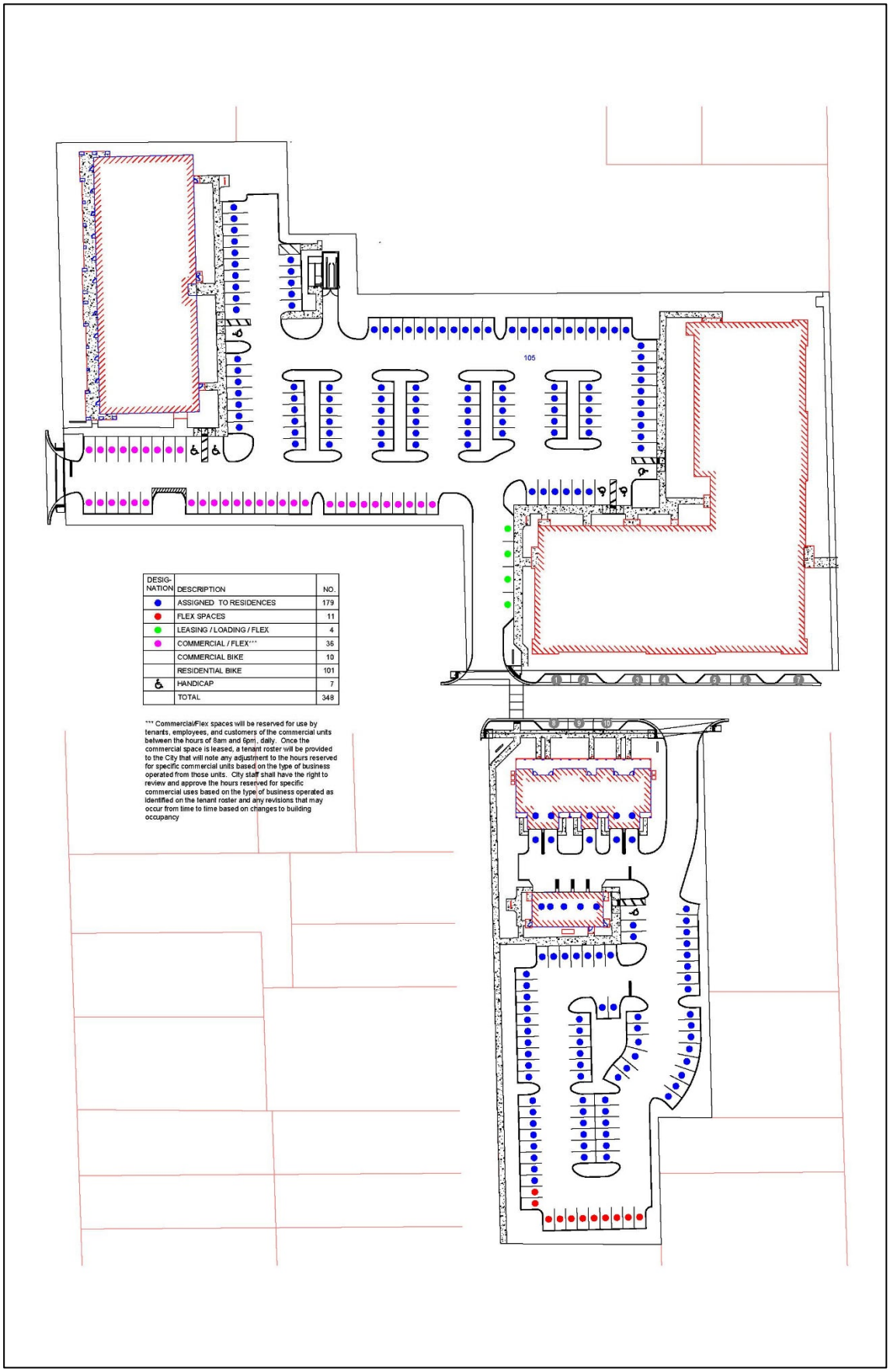
Based upon the site characteristics, evaluation of similar developments, and proposed parking management plan, the proposed parking of 383 spaces will meet the needs of the residents and of the development overall. To accommodate this plan, the developer is respectfully requesting a reduction to the requirement for guest parking from 0.50 spaces per unit to 0.39 Spaces per unit.

Sincerely,

Demond Hazley, PE
501 East Kennedy Blvd
Suite 1010
Tampa, FL 33602-5200
P: 813.327.5450

APPROVED
SP22-124
2/10/2023

Figure 3: Proposed Parking Management Plan



APPROVED
SP22-124
2/10/2023

Attachment A: The Changing State of Parking

The implementation of traditional, suburban parking standards has had drastic effects on the built environment, creating a nation in which estimates reveal that there are approximately 8 parking spaces per one vehicle[1]. This surplus of parking impacts overall quality of life and reduces the aesthetic and ultimately economic appeal of our neighborhoods. Cities and neighborhoods designed around outdated minimum parking requirements often cater to the vehicle and thus, reduce walkability and bikability for their residents. As stated by well-known urban activist Jane Jacobs, "the more downtown gets broken up and interspersed with parking lots, the duller and deader it becomes. And there is nothing more repellent than a dead downtown."[2]

Studies show that free parking – and the overabundance of asphalt because of too much free parking – has known environmental, economic, and health impacts. Free parking induces solo driving over other active modes of transportation, increases traffic congestion, drives up the cost of housing for developers and their tenants, and decreases opportunities for greenspace and/or denser building footprints. Seas of asphalt increase the heat island effect, the amount of pollution collected in runoff, and often creates derelict environments in contrast to more active, pedestrian-friendly streets.

Recognizing the array of ills associated with free parking, both state and local governments are changing the historic trend to enforce minimum parking requirements. Municipalities are considering a wide variety of alternatives to reduce the amount of parking including: the elimination of minimum parking requirements in land development codes; parking reductions offered based on proximity to transit or a mix of uses; shared parking alternatives; bicycle parking in lieu of vehicular parking; the utilization of parking management technologies; and ride share programs.

The most effectual means of reducing overall auto-dependency comes by eliminating free parking and even more so, regularly charging for the utilization of a parking space. The concept of "free parking" is in and of itself a misnomer, as developers and property owners fold the cost of parking into the price of apartments, offices, or goods and services. By providing citizens an alternative in which they are not forced to pay for hidden parking costs, you not only offer a means for residents to save money, but you can also change a community's mode share. This was recently proven in the City of Seattle where under State regulation, the Gates Foundation implemented a paid parking program for the 1,200 employees in their new Headquarters. As reported by the Gates Foundation transportation administrator, the single biggest factor in reducing the number of single occupancy vehicles used by their employees was in charging for parking – and not just as a monthly parking fee, but as a *daily* fee.[3] Since implementing this parking program, the number of Gates Foundation employees driving alone to work has dropped from nearly 90 percent to just 34 percent. The Gates Foundation serves an excellent example of the growing number of businesses supporting transportation alternatives for their employees.

---

[1] Chester, M. (2010, April). "Parking infrastructure: energy, emissions, and automobile life-cycle environmental accounting". http://iopscience.iop.org/article/10.1088/1748-9326/5/3/034001/pdf

[2] As cited in Shoup, D. (2011, April) *There Ain't no Such Thing as Free Parking*. https://www.goodreads.com/work/quotes/27237194-there-ain-t-no-such-thing-as-free-parking-cato-unbound

[3] Gutman, D. (2017, August). "The not-so-secret trick to cutting solo car commutes: charge for parking by the day." http://www.seattletimes.com/seattle-news/transportation/the-not-so-secret-trick-to-cutting-solo-car-commutes-charge-for-parking-by-the-day/

APPROVED
SP22-124
2/10/2023

A second means of reducing parking standards in urban areas would be by allowing the market to determine the number of parking spaces needed. Current real estate market trends support a need for less parking. As city planner Jeff Speck points out, "What used to be white flight to the suburbs is turning into 'bright flight' to cities that have become magnets for aspiring young adults who see access to knowledge-based jobs, public transportation, and a new city ambiance."[4] Millennials and baby boomers alike are looking for smaller homes with greater access to a denser city's easily accessible amenities. There is a growing demographic of people who prefer active modes of transportation over the use of a vehicle – millennials are getting drivers licenses less and less; and our retirees are now more than ever choosing to move back into our more walkable, accessible downtown cores. According to real estate consultants Green Street Advisors, a drop in car ownership could cut U.S. parking needs by as much as 50% in the next 30 years.[5] Two of the largest demographics looking to rent or buy homes are choosing other modes of transportation besides their car and/or utilizing ride share programs; and developers are looking to support these market trends. The reduction in overall car ownership creates a new culture of homebuyers seeking more walkable, urban environments to live in. Looking to the future, at least 1 out of 4 households in the next 20 years – 14.6 million – will be seeking housing within ¼ mile of a transit stop.[6] This statistic is supported by the rental occupancy at Lexington Court, which at 97-98% proves it to be a popular option.

Real estate market trends directly support a need to reduce parking requirements. When London allowed the design of new residential blocks to be determined by the market, the amount of parking promptly plunged from an average of 1.1 spaces per flat to 0.6 spaces.[7] Deland Commons is following the two best practices of 1) charging for parking and 2) allowing the market to determine the use of parking on site and as such should be successful in reducing overall parking dependency.

[4] Speck, J. (2012). Walkable City. New York: Farrar, Straus, and Giroux.

[5] Green Street Advisors. "The Transportation Revolution is Here and Heating Up".
https://www.greenstreetadvisors.com/insights/blog/the-transportation-revolution-is-here-and-heating-up

[6] Taylor, Daniel. http://www.aarp.org/content/dam/aarp/livable-communities/act/transportation/transit-oriented-development-aarp.pdf

[7] Bordoff, J. (2017, April). How technology will solve cities' parking nightmare. https://blogs.wsj.com/experts/2017/04/21/how-technology-will-solve-cities-parking-nightmare/

APPROVED
SP22-124
2/10/2023

Attachment B: September 2021 Deland Commons Parking Demand Analysis

APPROVED
SP22-124
2/10/2023

Memorandum

To: Mr. Marc Gauthier
Atlantic Housing Partners, LLC
200 E. Canton Avenue, Suite 102
Winter Park, FL 32789

Date: September 17, 2021

Project #: 63901.00

From: Karl Krichbaum
Senior Transportation Planner

Re: Voorhis Avenue Property
Parking Variance Request
Deland, Florida

CC: Kok Wan Ma, P.E.

Introduction

VHB has been retained by Atlantic Housing Partners, LLC to provide transportation planning services in support of parking variance request for the proposed residential land uses on the Voorhis Avenue Property. The purpose of this tech memo will be to show a comparison of the different parking rates from the City's Land Development Code, surveys of comparable sites, and other published documentation. The comparison will provide support for a lower parking requirement than what is shown in the City's Land Development Code.

Parking Space Comparison

The *City of Deland Beach Land Development Code* includes requirements for parking for each land use. This is seen in Section 33-91.03 in the LDC. For multi-family dwelling units, the required number of spaces is one (1) per Studio, one and one-half (1.5) per 1 bedroom, and two (2) per 2 or 3 bedrooms. Visitor parking is to be provided requiring one-half (1/2) space per dwelling unit.

Several surveys were conducted by Atlantic Housing in May and June of 2012. Surveys were conducted at age-restricted multi-family developments (2), non-age restricted multi-family units (5), and non-age restricted townhome developments (2). All of the surveys were conducted at developments in Florida. Data was taken after 10:00pm for all but one of the sites. The number of registered resident vehicles per dwelling unit is summarized below:

- 1.24 vehicles per DU for non-age restricted apartments (range: 0.70 to 1.58)
- 0.94 vehicles per DU for age-restricted apartments (range: 0.93 to 0.95)
- 1.30 vehicles per DU for non-age restricted townhomes (range: 1.26 to 1.35)

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801-4326
P 407.839.4006

APPROVED
SP22-124
2/10/2023

The number of actual occupied spaces observed by the surveys show an average of:

- 1.17 spaces per dwelling unit for non-age restricted apartments (between 1.09 and 1.21 for the five sites)
- 0.71 spaces per dwelling unit for age-restricted apartments (between 0.64 and 0.77 for the two sites).

No average space per unit was provided for non-age restricted townhomes due to garages located on both of those properties, resulting in incomplete data. A summary of the survey and collected data is shown on ***Table 1***.

ITE Parking Generation Manual, 4th Edition includes parking generation rates by land use, based on national surveys. For suburban low and mid-rise apartments (Land Use Code 221), the average peak period parking demand is 1.23 vehicles per dwelling unit with a 95% confidence of between 1.10 to 1.37 vehicles per dwelling unit. This is based off 21 surveys.

For townhome communities (LUC 230), the average peak period parking demand is 1.38 vehicles per dwelling unit and is based off 12 surveys. Pages from the *ITE Parking Generation Manual* are included with this tech memo.

Table 2 shows a comparison of the parking requirements from the City of Deland Land Development Code with parking demand from surveys conducted by Atlantic Housing for comparable sites in Florida and rates contained in the ITE Parking Generation Manual, 4th Edition.

Table 2 - Comparison of Parking for Multi-Family Land Uses

Land Use	Deland LDC	Atlantic Housing Surveys	ITE Parking Generation
Multi-Family Residential	1 to 2 per DU	1.24	1.23
Townhome Residential	2 per DU	1.3	1.38
Age-Restricted Multi-Family	1 to 2 per DU*	0.94	- -

* The LDC does not distinguish between age-restricted and non-age restricted

APPROVED
SP22-124
2/10/2023

Table 1 - AHP Parking Count Surveys
Conducted Thursday, May 31, 2012 (Non-Age Restricted Properties)
Conducted Thursday, May 22, 2014 (Cove at St. Andrews - Non-Age Restricted Property)
Conducted Thursday, June 14, 2012 (Age Restricted Properties)

Non-Age Restricted Apartments

Property	Number of Units				Total Provided Parking Spaces	Parking Spaces Provided Per Unit	Registered Resident Vehicles				Total Empty Parking Spaces	Total Used Parking Spaces	Parking Spaces Used Per Unit	Time Count Conducted
	1 Bed	2 Bed	3+ Bed	TOT			Cars	Motorcycles	Total	Per Unit				
Fountains at Millenia	18	45	317	380	733	1.93	595	4	599	1.58	276	457	1.20	10:15pm-1:30am
Lake Sherwood	0	0	210	210	420	2.00	295	0	295	1.40	166	254	1.21	11:30pm
Oviedo Town Center	67	44	125	236	482	2.04	280	0	280	1.19	197	285	1.21	12:10am
Taylor Place	4	12	90	106	263	2.48	140	0	140	1.32	143	120	1.13	8:00pm
Cove at St. Andrews	40	88	56	184	358	1.95	129	0	129	0.70	158	200	1.09	10:05pm
AVERAGE										**1.24**			**1.17**	

Age Restricted Apartments

Property	Number of Units				Total Provided Parking Spaces	Parking Spaces Provided Per Unit	Registered Resident Vehicles				Total Empty Parking Spaces	Total Used Parking Spaces	Parking Spaces Used Per Unit	Time Count Conducted
	1 Bed	2 Bed	3+ Bed	TOT			Cars	Motorcycles	Total	Per Unit				
Fountains at Falkenburg	78	52	22	152	291	1.91	145	0	145	0.95	174	117	0.77	10:30pm
Pershing Park	46	36	10	92	161	1.75	86	0	86	0.93	102	59	0.64	10:30pm
AVERAGE										**0.94**			**0.71**	

Non-Age Restricted Townhomes

Property	Number of Units				Total Provided Parking Spaces	Parking Spaces Provided Per Unit	Registered Resident Vehicles				Empty Parking Spaces				Parking Spaces Used Per Unit**	Time Count Conducted
	1 Bed	2 Bed	3+ Bed	TOT			Cars	Motorcycles	Total	Per Unit	Parking Space	Driveway	Total Empty	Total Used		
Covington Club	0	0	94	94	283	3.01	127	0	127	1.35	69	34	103	180	1.91	10:22pm
Howell Branch Cove	0	0	58	58	136	2.34	73	0	73	1.26	10	15	25	111	1.91	11:15pm
AVERAGE										**1.30**					**N/A****	

***** Covington Club and Howell Branch Cove are townhome communities, with one garage space per unit. The counts provided assume that all of the garage spaces are occupied. This overstates the number of spaces used. Since the total number of registered vehicles per unit is similar to the non-townhome communities, the total number of used spaces should be similar.***

APPROVED
SP22-124
2/10/2023

Conclusion

Although the City of Deland Land Development Code includes a requirement for 1 to 2 parking spaces per dwelling unit, surveys conducted by Atlantic Housing and rates contained in the ITE Parking Generation Manual, 4th Edition show that the actual demand is significantly less than the 2 parking spaces per dwelling unit. A requirement of 1.23 per multi-family dwelling unit and 1.0 per age-restricted multi-family dwelling unit is being requested. Although the specific type of residential unit has yet to be finalized, this parking variance should be considered by the City for this development.

If you have any questions, please do not hesitate to contact us.

Sincerely,



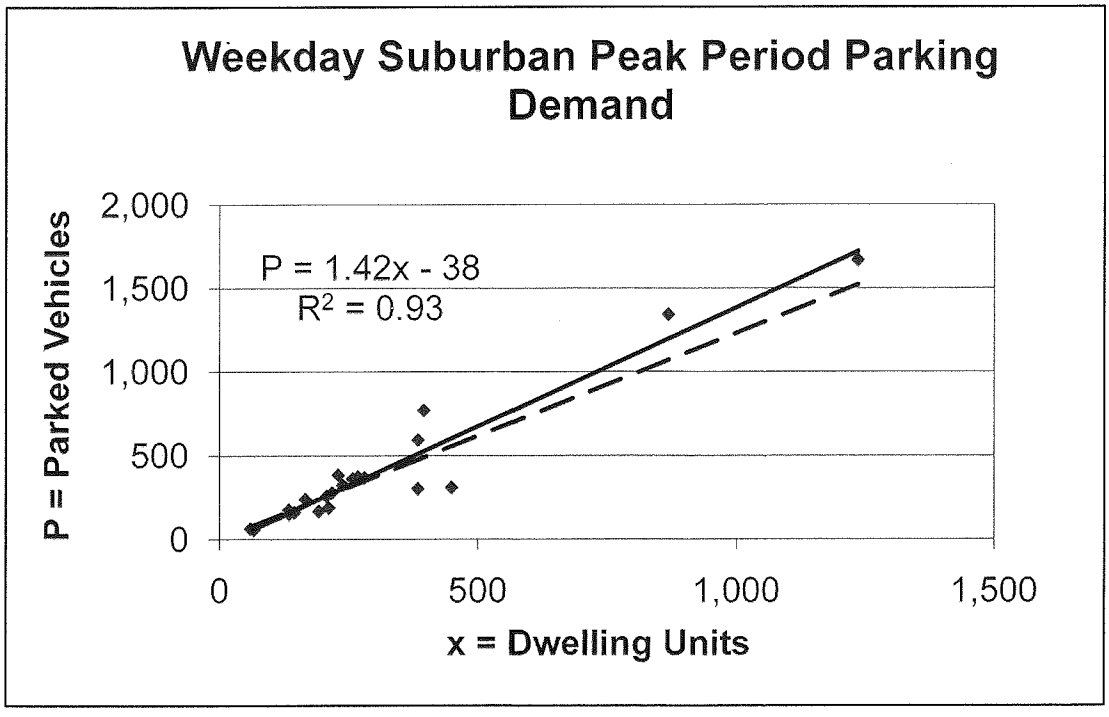
Karl Krichbaum
Senior Transportation Planner
VHB
kkrichbaum@vhb.com
407.965.0564

APPROVED
SP22-124
2/10/2023

Land Use: 221
Low/Mid-Rise Apartment

Average Peak Period Parking Demand vs. Dwelling Units
On a: Weekday
Location: Suburban

Statistic	Peak Period Demand
Peak Period	12:00–5:00 a.m.
Number of Study Sites	21
Average Size of Study Sites	311 dwelling units
Average Peak Period Parking Demand	1.23 vehicles per dwelling unit
Standard Deviation	0.32
Coefficient of Variation	21%
95% Confidence Interval	1.10–1.37 vehicles per dwelling unit
Range	0.59–1.94 vehicles per dwelling unit
85th Percentile	1.94 vehicles per dwelling unit
33rd Percentile	0.68 vehicles per dwelling unit

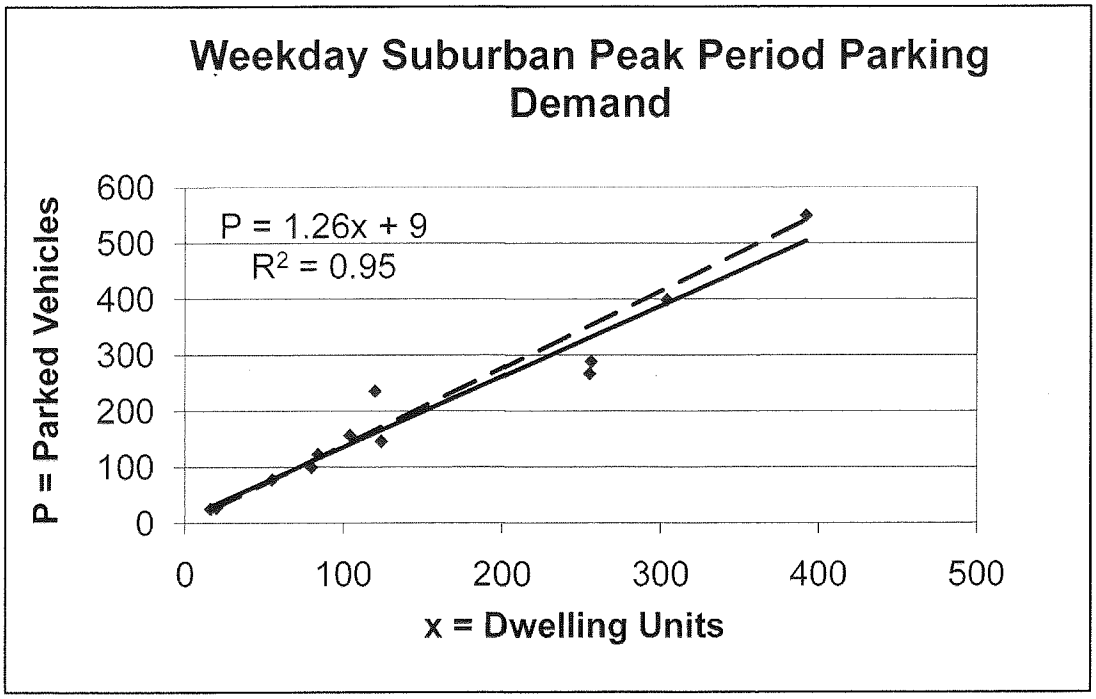


APPROVED
SP22-124
2/10/2023

Land Use: 230
Residential Condominium/Townhouse

Average Peak Period Parking Demand vs. Dwelling Units
On a: Weekday
Location: Suburban

Statistic	Peak Period Demand
Peak Period	11:00 p.m.–6:00 a.m.
Number of Study Sites	12
Average Size of Study Sites	151 dwelling units
Average Peak Period Parking Demand	1.38 vehicles per dwelling unit
Standard Deviation	0.24
Coefficient of Variation	17%
Range	1.04–1.96 vehicles per dwelling unit
85th Percentile	1.52 vehicles per dwelling unit
33rd Percentile	1.28 vehicles per dwelling unit



APPROVED
SP22-124
2/10/2023

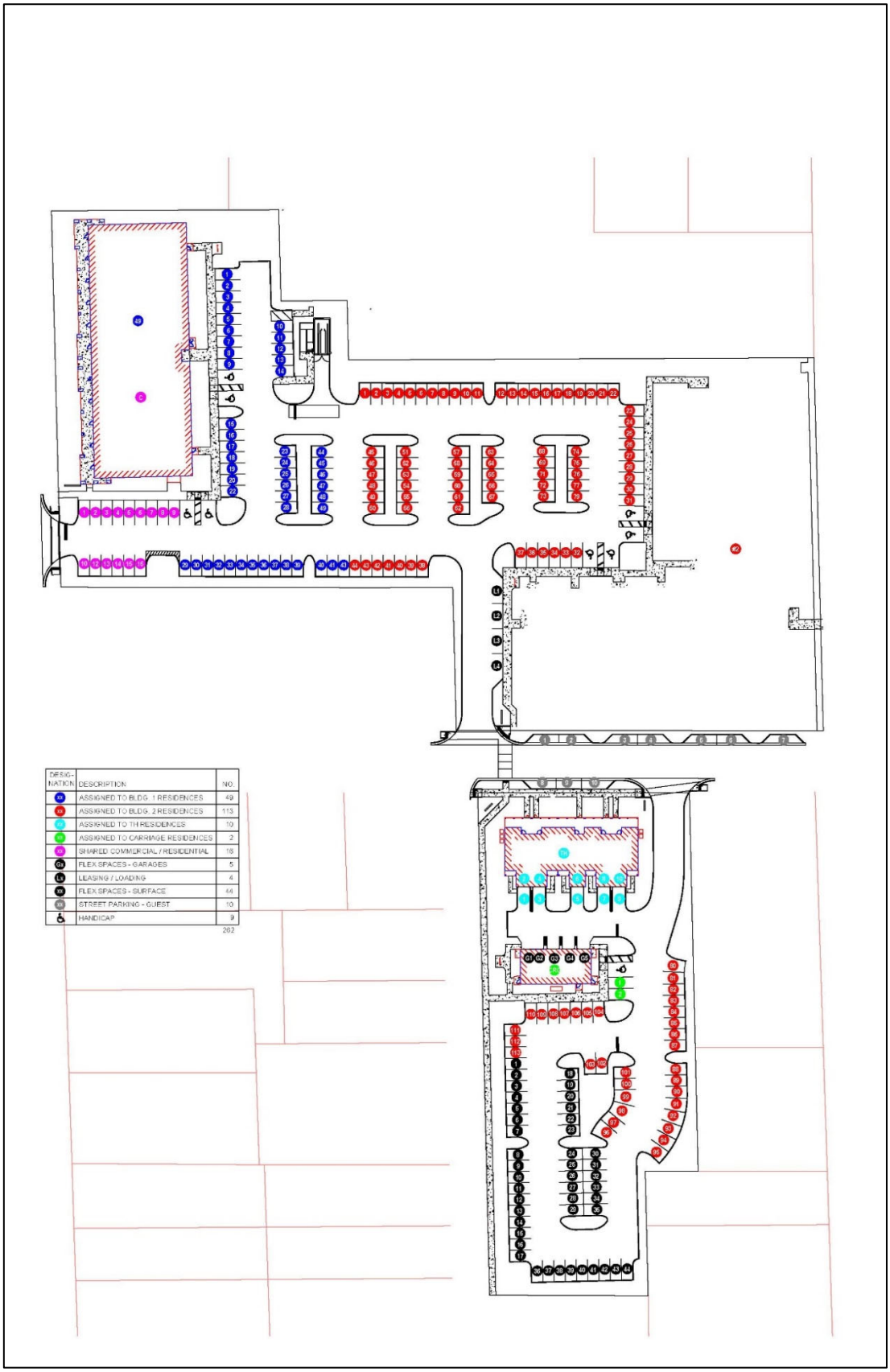
Residential Uses	Minimum Off-Street Parking Requirement	Notes
Conventional detached and duplex	1, 2, 3, and 4 bedrooms: 2 spaces/unit	Single-family residential parking spaces may be tandem. Parking is prohibited on front lawns.
Cluster/multifamily development	Resident parking: Studio: 1 space/unit, 1 bedroom: 1.5 spaces/unit, 2, 3, or more bedrooms: 2 spaces/unit, visitor parking: .5 space/unit	Resident parking spaces may be tandem. On-street parking provided in accordance with the dimensions required for parallel spaces may count toward visitor parking requirements. These spaces must be located within the minimum distance specified in section 33-91.05. Parking is prohibited on front lawns.
Mobile home parks	Resident parking:* 2 spaces/unit, visitor parking:** .25 space per unit	*Resident parking spaces may be tandem **On-street parking provided in accordance with the dimensions required for parallel spaces may count toward fulfilling visitor parking requirements. These spaces must be located with the maximum distance specified in section 33-91.05 below.

APPROVED
SP22-124
2/10/2023

Attachment C: Comparable Adjacent Municipality Requirements

			DeLand		New Smyrna Beach		Daytona Beach		Port Orange		Orlando		Volusia County		Orange County	
Residential Unit Type	**Quantity**	**Metric**	**Per Unit**	**Total**	**Per Unit**	**Total**	**Per Unit**	**Total**	**Per Unit**	**Total**	**Per Unit**	**Total**	**Per Unit**	**Total**	**Per Unit**	**Total**
Studio	28	Units	1.00	28.00	-	-	2.00	56.00	1.00	28.00	1.00	28.00	1.50	42.00	1.5	42.00
1-Bed	128	Units	1.50	192.00	2.00	256.00	2.00	256.00	1.50	192.00	1.50	192.00	1.50	192.00	1.5	192.00
2-Bed	19	Units	2.00	38.00	2.00	38.00	2.00	38.00	2.00	38.00	1.75	33.25	2.00	38.00	2	38.00
3-Bed	5	Units	2.00	10.00	-	-	2.00	10.00	2.00	10.00	2.00	10.00	2.00	10.00	2	10.00
Guest	180	Units	0.50	90.00	-	-	-	-	0.25	45.00	-	-	-	-	-	-
Commercial	11.379	KSF	4.00	45.52	1.00	11.38	3.50	39.83	5.00	56.90	2.50	28.45	2.00	22.76	3.33	37.89
Grand Total				**403.52**		**305.38**		**399.83**		**369.90**		**291.70**		**304.76**		**319.89**

Figure 3: Proposed Parking Management Plan



MEMORANDUM

April 1, 2026

Re: AHP Portfolio Deland Commons
Parking Study
City of DeLand, Florida
Project № 260036.02.01

Introduction

This Parking Study was prepared for the existing DeLand Commons development to determine the utilization of the existing parking spaces for the DeLand Commons development located within the core of DeLand, south of the Historic Garden District at the intersection of East Voorhis Avenue and US 17/US 92. The existing site consists of 169 residential units with an occupancy of approximately 98% and 6,212 square feet of medical offices/clinic. The medical office/clinic is an AdventHealth Sports Medicine and Rehabilitation Center (AdventHealth) with business hours from 7:00 AM to 7:00 PM Monday through Thursday and 7:00 AM to 6:00 PM on Fridays.

The number of parking spaces provided on site was based on the *DeLand Commons Parking Management Plan Memorandum* dated November 17, 2023 and approved by the City Commission on 01/17/2023 which accounted for shared parking opportunities for the mixed-use development. A pending plan approval is in process for the additional 1,850 square feet of office/commercial space and five (5) additional studio units, which will complete the buildout of Deland Commons. The site currently provides a total of 256 parking spaces of which five (5) spaces are strictly for AdventHealth use 24/7 (no residential parking) and 22 restricted parking during business hours for patient and employee parking.

As contemplated during the 2023 site plan and parking plan approval process, City staff requested verification that parking capacity would remain adequate prior to authorizing the final build-out of 1,850 square feet of office/commercial space and five (5) studio units.

To evaluate parking adequacy, actual parking utilization was measured during both weekday and weekend peak periods. The findings from these counts, along with an assessment of parking sufficiency at full build-out, are provided below.

In addition, an updated parking map is attached that illustrates parking for the fully built-out project. This map supersedes the version previously provided in the parking management plan.

Data Collection

Parking occupancy data was collected for three typical weekdays (Tuesday, Wednesday, and Thursday) during the AM peak hours between 7:00 AM to 9:00 AM on February 11-12, 2026 and February 17, 2026 and the PM peak hours between 10:00 PM to 12:00 AM on January 27-29, 2026. In addition, weekend (Saturday and Sunday) AM peak hours were collected on March 28-29, 2026 between 8:00AM to 10:00AM. A summary of the data collected, the average vacant parking spaces and the maximum minimum vacant parking spaces are provided in **Table 1**.

Table 1
Parking Occupancy Summary (Existing Development)

Time		Parking Occupancy	
		AM	PM
Parking Spaces Provided		**256**	
Weekday	Tuesday	132	153
	Wednesday	133	139
	Thursday	133	140
	3-Day Average	**133**	**144**
Weekend	Saturday	130	nc
	Sunday	139	nc
Max Occupancy		**139**	**153**
Vacant Parking Space		**117**	**103**
% Vacant Parking Spaces		**46%**	**40%**

Per **Table 1,** the highest average occupancy based on weekday counts occurred during the PM peak with 144 occupied spaces and 112 vacant parking spaces (44% of parking spaces are vacant). The peak maximum occupancy also occurred on a weekday (Tuesday) during the PM

peak with 153 occupied parking spaces and 103 vacant parking spaces available (40% of parking spaces are vacant).

Based on the Land Development Codes requirements (conservative estimate), the pending development would require a total of ten (10) parking spaces for the 1,850 square feet of office/commercial space and five (5) parking spaces for the five (5) additional studio units for the AM and PM peak periods which would leave 108 vacant parking spaces and 88 vacant spaces for the AM and PM Peak periods, respectively as shown in **Table 2**.

Table 2
Parking Occupancy Summary (Build Out Estimate)

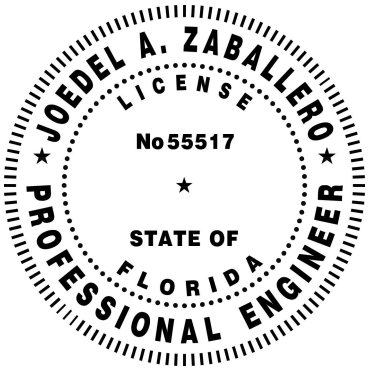
Time	Parking Occupancy	
	AM	PM
Parking Spaces Provided	**256**	
Maximum Arking Occupancy	**139**	**153**
Pending Development Needs (Base on City LDC) [1]		
Retail	10	10
5 Additional Studio Units	5	5
Projected Parking Spaces Needed	**15**	**15**
Vacant Parking Space	102	88
% Vacant Parking Spaces	40%	34%

[1] *LDC Information referenced in the DeLand Commons Parking Management Plan Memo*

Conclusion

Based on the data collected, the DeLand Commons development provides sufficient parking spaces to accommodate both existing development (169 multifamily dwelling units and 6,212 square feet of medical offices/clinic) and the pending 1,850 square feet of retail and five (5) studio residential units. Assuming the existing maximum parking occupancy data and the pending development estimated parking needs, 34% (88 parking spaces) of the existing 256 parking spaces are anticipated to be vacant at project build out.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Joedel Zaballero

Digitally signed by Joedel Zaballero
Date: 2026.04.01 16:40:59 -04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

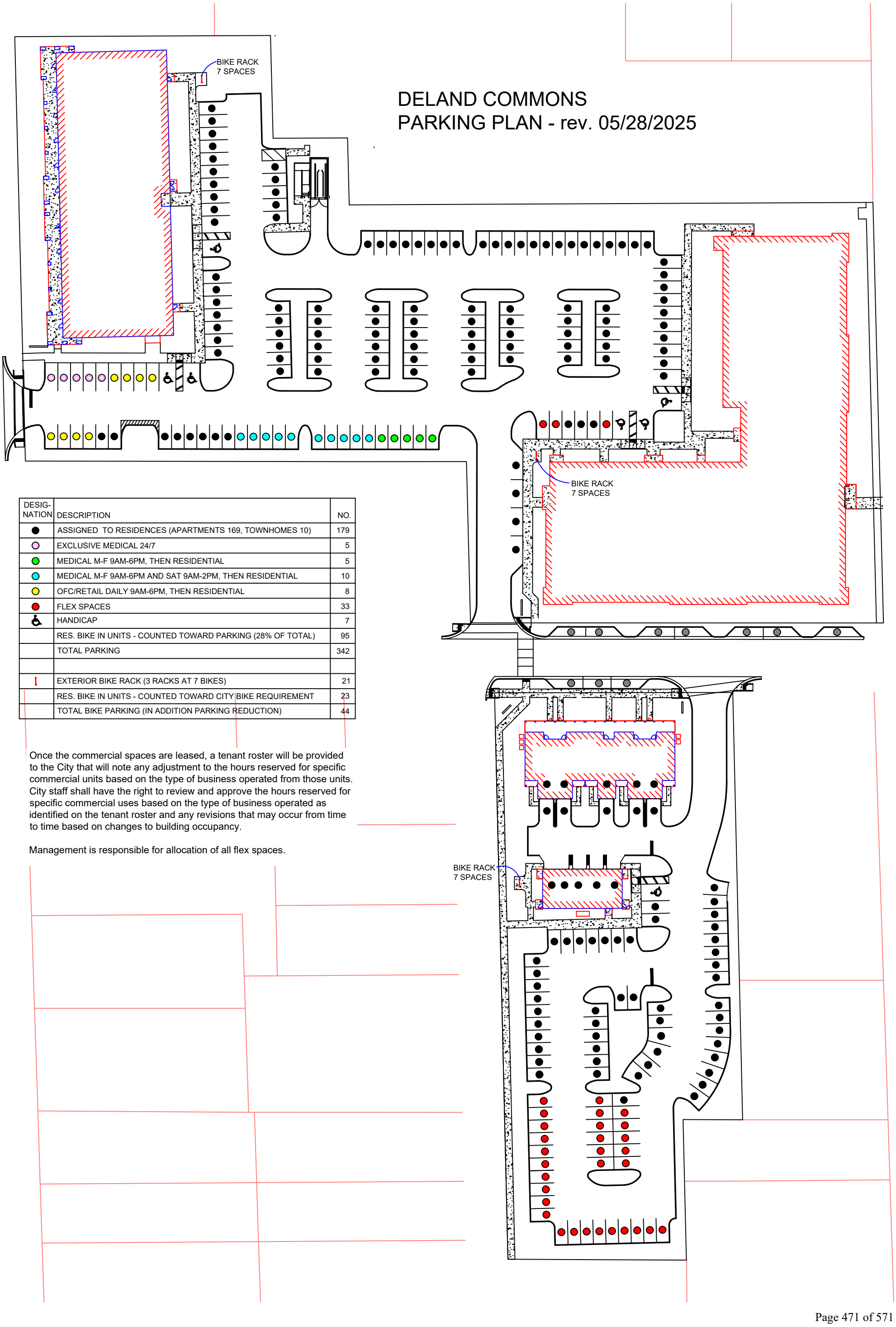
TRAFFIC & MOBILITY CONSULTANTS LLC
988 WOODCOCK ROAD, SUITE 200
ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

JOEDEL ZABALLERO, P.E. № 55517

ATTACHMENTS

DELAND COMMONS
PARKING PLAN - rev. 05/28/2025



DESIG-NATION	DESCRIPTION	NO.
●	ASSIGNED TO RESIDENCES (APARTMENTS 169, TOWNHOMES 10)	179
●	EXCLUSIVE MEDICAL 24/7	5
●	MEDICAL M-F 9AM-6PM, THEN RESIDENTIAL	5
●	MEDICAL M-F 9AM-6PM AND SAT 9AM-2PM, THEN RESIDENTIAL	10
●	OFC/RETAIL DAILY 9AM-6PM, THEN RESIDENTIAL	8
●	FLEX SPACES	33
♿	HANDICAP	7
	RES. BIKE IN UNITS - COUNTED TOWARD PARKING (28% OF TOTAL)	95
	TOTAL PARKING	342
I	EXTERIOR BIKE RACK (3 RACKS AT 7 BIKES)	21
	RES. BIKE IN UNITS - COUNTED TOWARD CITY BIKE REQUIREMENT	23
	TOTAL BIKE PARKING (IN ADDITION PARKING REDUCTION)	44

Once the commercial spaces are leased, a tenant roster will be provided to the City that will note any adjustment to the hours reserved for specific commercial units based on the type of business operated from those units. City staff shall have the right to review and approve the hours reserved for specific commercial uses based on the type of business operated as identified on the tenant roster and any revisions that may occur from time to time based on changes to building occupancy.

Management is responsible for allocation of all flex spaces.

Parking Count Summary

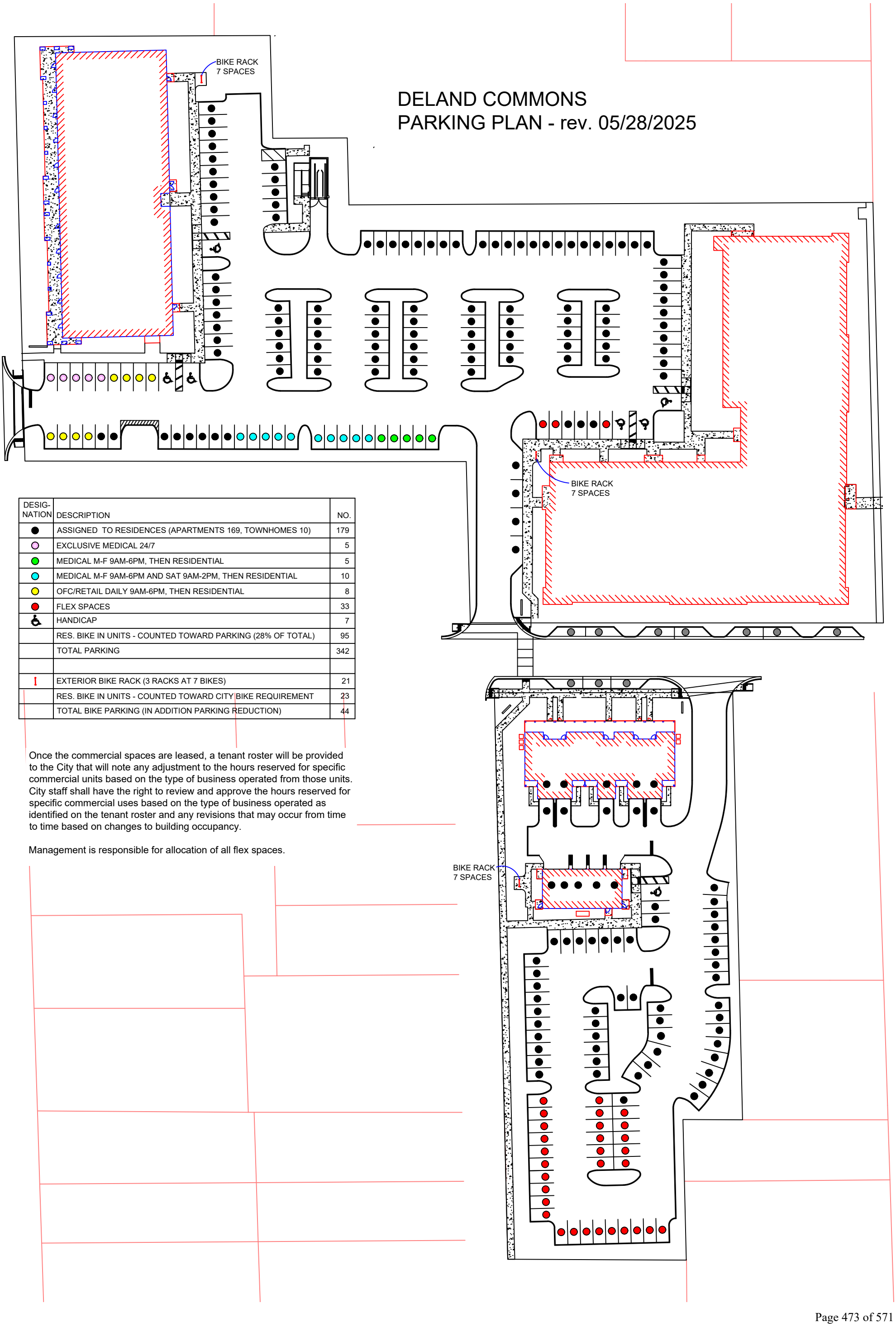
DeLand Commons
129 E Voorhis Ave, DeLand, FL 32724

AM Peak						
	Tuesday 2/17		Wednesday 2/11		Thursday 2/12	
Time	Restricted	Non-Restricted	Restricted	Non-Restricted	Restricted	Non-Restricted
7:00 AM	9	122	6	127	3	128
7:15 AM	9	120	6	121	7	126
7:30 AM	13	119	7	120	4	114
7:45 AM	15	115	8	115	6	108
8:00 AM	15	112	8	109	9	110
8:15 AM	14	113	8	110	10	103
8:30 AM	14	107	9	110	7	110
8:45 AM	13	106	7	108	12	104
9:00 AM	12	110	10	112	9	98

PM Peak						
	Tuesday 2/17		Wednesday 2/11		Thursday 2/12	
Time	Restricted	Non-Restricted	Restricted	Non-Restricted	Restricted	Non-Restricted
10:00 PM	n/a	138	n/a	138	n/a	135
10:15 PM	n/a	147	n/a	138	n/a	135
10:30 PM	n/a	153	n/a	137	n/a	139
10:45 PM	n/a	152	n/a	138	n/a	140
11:00 PM	n/a	152	n/a	138	n/a	138
11:15 PM	n/a	151	n/a	138	n/a	137
11:30 PM	n/a	150	n/a	138	n/a	138
11:45 PM	n/a	151	n/a	139	n/a	138
12:00 AM	n/a	151	n/a	139	n/a	138

Weekend AM Peak				
	Saturday 3/28		Sunday 3/29	
Time	Restricted	Non-Restricted	Restricted	Non-Restricted
8:00 AM	122	8	127	12
8:15 AM	115	4	126	12
8:30 AM	112	4	124	12
8:45 AM	109	2	121	11
9:00 AM	108	1	121	13
9:15 AM	106	1	120	12
9:30 AM	105	1	120	10
9:45 AM	103	1	116	10
10:00 AM	97	2	111	11

DELAND COMMONS
PARKING PLAN - rev. 05/28/2025



DESIG-NATION	DESCRIPTION	NO.
●	ASSIGNED TO RESIDENCES (APARTMENTS 169, TOWNHOMES 10)	179
●	EXCLUSIVE MEDICAL 24/7	5
●	MEDICAL M-F 9AM-6PM, THEN RESIDENTIAL	5
●	MEDICAL M-F 9AM-6PM AND SAT 9AM-2PM, THEN RESIDENTIAL	10
●	OFC/RETAIL DAILY 9AM-6PM, THEN RESIDENTIAL	8
●	FLEX SPACES	33
♿	HANDICAP	7
	RES. BIKE IN UNITS - COUNTED TOWARD PARKING (28% OF TOTAL)	95
	TOTAL PARKING	342
I	EXTERIOR BIKE RACK (3 RACKS AT 7 BIKES)	21
	RES. BIKE IN UNITS - COUNTED TOWARD CITY BIKE REQUIREMENT	23
	TOTAL BIKE PARKING (IN ADDITION PARKING REDUCTION)	44

Once the commercial spaces are leased, a tenant roster will be provided to the City that will note any adjustment to the hours reserved for specific commercial units based on the type of business operated from those units. City staff shall have the right to review and approve the hours reserved for specific commercial uses based on the type of business operated as identified on the tenant roster and any revisions that may occur from time to time based on changes to building occupancy.

Management is responsible for allocation of all flex spaces.

City of DeLand

"The Athens of Florida"
www.deland.org

February 10, 2023

Madden Moorhead & Stokes LLC
Ms. Nicole Martin
432 E. Horatio Ave
Suite 260
Maitland, Florida 32751

Re: SP22-124 Class IV Site Plan for Deland Commons , 5.36 acres located at 225 S Woodland Blvd

Dear Ms. Martin:

The above referenced site plan has been fully approved. Please schedule a pre-construction meeting with the Engineering Department which can be reached at (386) 626-7196. You will be required to email permits to Engineering prior to scheduling this meeting, SJRWMD, FDOT, Volusia County Use Permit, FDEP Sewer, VCHD Water, as required for your project. After the pre-construction meeting contact the Building Department for permit and impact fee information at 386-626-7007. All commercial projects must contact Volusia County for County impact fees at (386) 736-5924 Ext. 2726.

If there is an infrastructure deficiency you may be required to rectify the problem, which may result in a monetary commitment on your part. Prior to the City issuing any building permits, the applicant will need to pay an infrastructure inspection fee equaling 1.5% of the cost of all site related infrastructure improvements, or $100.00 whichever is greater. With the exception of those costs involving structures, the term infrastructure refers to all on-site and off-site improvements for which the City makes inspections. At the time of application for building permits, you will need to submit a list of infrastructure costs which are acceptable to the City. Any off-site utilities work to be completed after combined plat approval, must be approved by the Engineering Department.

The Concurrency Certificate of Capacity application has been approved for this development, and is valid throughout the valid period of this site plan approval. This letter constitutes issuance of the Certificate of Capacity.

The valid period of this site plan approval is 24 months from the date of this letter. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this site plan approval shall expire. No construction may commence or continue if this site plan approval has expired. The planning department may extend the expiration date for one 180-day period upon application received by the Planning Department at least ten days prior to the expiration date.

As provided by subsection 166.033(6), Florida Statutes, issuance of a development order by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. In accordance with subsection 166.033(5), Florida Statutes, it is hereby made a condition of this development order that all other applicable state or federal permits be obtained before commencement of the development.

All plans and construction must be in substantial compliance with this site plan. Deviation from the approved plans may require submittal of amended plans for review and approval by staff.

I appreciate your past and continuing cooperation with City staff during the development review process. Should any questions arise regarding this or any other planning issues please feel free to contact me at the City of DeLand Planning Department. My office telephone number is (386) 626-7016. We are open Monday through Friday between 8:00 a.m. and 5:00 p.m.

Sincerely,

Rick Werbiskis
Community Development Director

RESOLUTION NO. 2023 - 04

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING A CLASS IV SITE PLAN FOR DELAND COMMONS, LOCATED AT 225 WEST WOODLAND BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watts, Esq., of Cobb Cole, on behalf of the owner, DeLand Commons Partners, LTD, has submitted a proper and complete application under Chapter 33, Article 12 of the City of DeLand Code of Ordinances for the approval of a Class IV Site Plan for DeLand Commons, located at 225 W. Woodland Boulevard; and

WHEREAS, the applicant intends to construct a multi-family residential development consisting of 180 units and commercial development consisting of eleven (11) storefront units; and

WHEREAS, on September 15, 2022, the Planning Board recommended approval of the Class IV Site Plan, subject to addressing staff comments; and.

WHEREAS, the applicant and property owner have been advised and understand that there is not sufficient utility infrastructure in the immediate vicinity of the project to support the additional residential sewer flow being created by the project, and that the developer will need to pay a yet to be determined sum, and/or make certain off-site improvements directly related to the impacts of this project; and

WHEREAS, the city has agreed to review and approve the site plan for the project, subject to entry of a separate written agreement related to the installation of the capacity enhancements necessary to accommodate the utility demands of this project; and

WHEREAS, staff has determined that all comments have been addressed and recommended approval of the Class IV Site Plan for DeLand Commons.

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

Section 1. The foregoing findings in the preamble to this Resolution are incorporated herein by reference and made a part hereof.

Section 2. The City Commission hereby approves the Class IV Site Plan for DeLand Commons located at 225 West Woodland Boulevard subject to the following conditions:

1. The building façade will include full-depth brick veneer as depicted on the approved building elevations. In addition, full-depth brick veneer shall be placed on the north and south elevations of the building fronting Woodland Boulevard, to the satisfaction of the City's consulting architect.

2. Fiber cement panels (Hardie Board or similar product) shall be used as depicted on the approved building elevations.

3. A parking management plan shall be submitted to the City, in a form and substance that is deemed satisfactory to the City's Planning Director, which, at a minimum 1) identifies all parking spaces on the site; 2) provides a minimum of 36 designated commercial parking spaces; and 3) requires the submission of a tenant roster, to be kept up to date, for all tenants of the commercial units on Woodland Boulevard, which roster must also include the hours of operation for such tenant businesses.

4. The apartment complex shall adopt and actively enforce rules and regulations to limit the types of personal items stored on balconies to reduce clutter.

5. Bicycle parking shall be provided in accordance with the approved parking management plan.

6. Construction shall be completed in a single phase.

7. Balconies along Woodland Boulevard shall not be screened.

Section 3. This approval is subject to the execution of a utility service agreement or other agreement setting forth the property owner's / developer's financial obligations related to utility upgrades.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 17th day of January, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

SLOCUM PLATTS
ARCHITECTS

May 26, 2026

City of Deland
120 South Florida Avenue
Deland, FL 32720

RE: Deland Commons Unit Count

To Whom It May Concern:

Deland Commons Apartments is comprised of the following existing unit count:

- Building 1:
  - (16) Studio Units
  - (27) One-Bedroom Units
  - (06) Two-Bedroom Units
- Building 2:
  - (12) Studio Units
  - (90) One-Bedroom Units
  - (11) Two-Bedroom Units
- Townhouses:
  - (05) Three-Bedroom Units
- Carriage:
  - (02) Two-Bedroom Units

In addition, the following units will be completed in the future:

- Building 1:
  - (05) Studio Units

Please let us know if any further information is required.

Sincerely,

William P. Platts, AIA
Vice-President
Architect #AR13262

670 NORTH ORLANDO AVENUE / SUITE 1001 / MAITLAND FL 32751 / 407.645.3019 TEL / 407.645.2771 FAX / SLOCUMPLATTS.COM

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: First Reading of Ordinance 2026-19, Establishing a Formal Right-of-Way Permitting Process, Adopting the Associated Right-of-Way Construction Permit Fee Schedule and Requirements, and Approving the Right-of-Way Construction Permit Supplemental Conditions.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: ROW Permitting Ordinance, ROW.Fees.FeeSchedule&Requirements.Final, ROW.Fees.CODFeeMatrix.Final, ROW.Verbiage.SUPPLEMENTALCONDITIONS.Final

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

A Right-of-Way Construction Permit is required for any construction, installation, or modification of improvements within a municipality's public right-of-way. The City of DeLand is experiencing sustained population growth and commercial development, leading to a significant increase in construction and utility activities within city rights-of-way. Our roadways, roadside margins, sidewalks, multi-use paths, utility corridors, drainage swales, and public fixtures represent the city's most substantial and critical capital investments.Historically, right-of-way construction activity in DeLand has been managed through a manual, email-based review process at no cost to applicants. While this informal approach met previous demands, the growing volume and complexity of utility installations, underground excavations, and private development now necessitate a modernized oversight framework.

Right-of-Way Construction permitting requires contractors to coordinate with Sunshine 811, utility agencies/owners, and the city to prevent damage to critical underground infrastructure. The associated engineering reviews enforce city construction standards, protecting our road bases, intersection sightlines, and stormwater management systems. The permitting process also enhances public safety by requiring approved traffic control plans for work zones and by notifying emergency services of any lane closures in advance to prevent delays in their response time.
Right-of-Way Use permitting requires developers to obtain formal authorization from the City of DeLand before connecting any County- or State-approved development to a City-owned and maintained roadway. This permitting process safeguards public safety, ensures access design complies with City engineering standards, and preserves the operational capacity and traffic flow of the corridor.

An effective right-of-way permitting system serves not only as an administrative formality, but as a vital risk management and quality control tool that safeguards taxpayer-funded infrastructure, maintains city aesthetics, and protects the community.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

A solution to provide an efficient, electronic right-of-way construction permitting process can be achieved by utilizing the City's existing staff and technological assets. To ensure the new process is seamless and cost-effective, staff has designed, configured, and tested a dedicated permitting portal within the City's Accela software platform. The use of this existing asset eliminates the need for additional software licensing or hardware purchases and transitions the process from manual emails to a transparent, digital workflow. Additionally, staff conducted a regional bench-marking review, consulting the engineering departments of neighboring Volusia County municipalities and reviewing relevant Florida Statutes. This review confirmed that the proposed DeLand fee schedule, technical requirements, and enforcement mechanisms are aligned with local standards, regional municipal best practices, and state law.

RECOMMENDATION:

Staff recommends that the City Commission approve Ordinance No. 2026-19 establishing a formal Right-of-Way Permitting process for the City of DeLand, adopting the associated Right-of-Way Construction Permit Fee Schedule and Requirements, and approving the Right-of-Way Construction Permit Supplemental Conditions.

BACKGROUND/DISCUSSION:

N/A

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY ADOPTING A NEW SECTION 26A "CONSTRUCTION IN RIGHTS-OF-WAY" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND TO IMPLEMENT A PERMIT PROCESS FOR THE USE OF CITY RIGHTS-OF-WAY; AND BY PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the current Code of Ordinances of the City of DeLand contains no permitting process related to the use of the City's rights-of-way; and

WHEREAS, it is necessary to establish a permitting process for the installation of public and private facilities within, and the connection of streets, roadways and other driving surfaces to, the City's rights-of-way; and

WHEREAS, the enactment of this Ordinance will provide for uniform regulation of City rights-of-way to protect the City, the citizens of the City and the assets of the City and thereby benefit the public health, safety and general welfare and serve a valid public purpose; and

WHEREAS, the City Commission finds that adoption of this permitting process which requires property owners, utility providers and developers to obtain permits prior to constructing any improvements in the City's rights-of-way is in the best interest of the health and welfare of the citizens of the City of DeLand.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance and the City staff report relating to this Ordinance.

(b) The provisions of this ordinance are enacted pursuant to the statutory and constitutional home rule powers of the City and other controlling law.

(c) The City has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Amendment to Chapter 26. A new Chapter 26A of *the Code of Ordinances of the City of DeLand, Florida*, is hereby adopted to read, in full, as follows:

Sec. 26A-1 Short title.

This Section shall be known and may be cited as the “Right-of-Way Permit Ordinance.”

Sec. 26A-2 Construction Permit Requirement; Definitions.

(a) *Permit requirement*. It shall be unlawful for any person to construct any new improvement, or to dig up, break, excavate, tunnel, or otherwise undermine or destroy the ground or any street, sidewalk, bike path, drainage pipe, utility line or any other improvement in a public right-of-way or other public property without first obtaining a right-of-way construction permit or complying with any other requirements as provided in this Section. Notwithstanding the provisions of this Section, all permits for placing or maintaining a communications facility in the public rights-of-way shall be issued in accordance with all applicable state and federal statutes and regulations.

(b) *Definitions*. As used in this article, the term:

Administrative official shall have the same meaning as provided in the Land Development Regulations. In the absence of a definition in the Land Development Regulations, the term shall mean the city manager.

Bike path means any road, path, or other right-of-way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such right-of-way is designated for the exclusive use of bicycles or for shared use with other transportation modes.

City means the City of DeLand, Florida.

Driveway means the portion of the parkage intended for use for ingress to and egress from such parkage.

Parkage means the portion of a right-of-way between the adjoining property and the street which is intended for uses accessory to primary uses of the street, including, but not limited to, ornamental purposes, sidewalks, driveways, and surface and subsurface utilities.

Right-of-way means a public right-of-way, public easement, highway, street, bridge, waterway, court, lane, path, or alley, or any other way for which the City is the authority that has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property. "Public rights-of-way" shall not include any real or personal City property except as described above, and shall not include City parks, buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the "public rights-of-way."

Right-of-Way Construction Permit means a permit issued pursuant to this Section for the purpose of performing construction or installing utilities within a City right-of-way.

Right-of-Way Construction Permit Supplemental Conditions means the latest set of criteria and technical specifications adopted by Resolution of the City Commission.

Right-of-Way Use Permit means a permit issued pursuant to this Section, and specifically the provisions of Section 26A-11, for the purpose of connecting a roadway, private drive or other driving surface to a City street, when the same has not been authorized pursuant to a Right-of-Way Construction Permit, plat or other development order issued by the City.

Sidewalk means a walkway intended to be used primarily by pedestrians on one or both sides of a street.

Street means the portion of the right-of-way which is intended to be used by normal vehicular traffic, including paved and unpaved roadways but not including service entrances or driveways leading from roadways onto adjoining property.

Sec. 26A-3 Exemptions.

The following activities shall be exempt from the requirement to obtain a permit under this Section:

(1) Installation of mailboxes, except mailboxes constructed of masonry or similar material or by methods more elaborate than a single post.

(2) Installation of sod or grass seed, or top dressing of lawns.

(3) Initial installation of utilities located in new subdivisions pursuant to a development order.

(4) Initial installation of utilities associated with a commercial site development plan specifically shown on design drawings pursuant to a development order.

(5) Installation of driveways pursuant to a building permit or other development order issued by the City.

(6) Installation of landscaping material in compliance with the Land Development Regulations.

(7) Installation of utilities, signs, or other improvements by the City or its employees, agents or contractors.

(8) Minor work performed by employees of a utility provider, provided that such minor work meets each of the following criteria:

a. No paved surface is disturbed.

b. No City utilities are disturbed.

c. Sodded or grassed area to be disturbed does not exceed 20 square feet.

d. No work extends under a paved surface, including boring or pushing utilities or sleeves under a paved surface.

e. No specimen or historic tree, as defined in the Land Development Regulations, is cut, removed, or otherwise disturbed.

f. No excavation remains open longer than 72 hours, and all excavations are properly barricaded.

Sec. 26A-4 Application Procedure.

All right-of-way construction permit applications shall be reviewed based upon the criteria and requirements of the latest edition of the Right-of-Way Construction Permit Supplemental Conditions. An application for a right-of-way construction permit shall be submitted electronically via the City of DeLand Online Citizen Portal and shall include the following information:

(1) Name, address, and telephone number of the applicant, and contact person if the applicant is a corporation, partnership or other legal entity.

(2) Name, address, and telephone number of the contractor performing the work, if different from the applicant or the applicant's contact person.

(3) Detailed description of the work to be performed, including location, estimated value of construction, estimated dates of commencement and completion, and purpose of the construction.

(4) Plans, drawings, surveys, specifications, and other documents required by the Right-of-Way Construction Permit Supplemental Conditions.

Sec. 26A-5 Fees.

A nonrefundable fee for the issuance of a right-of-way construction permit shall be assessed in accordance with the right-of-way permit fee schedule. This fee is separate from, and in addition to, any other applicable permit fees or charges related to the proposed construction activities. Failure to pay the permit fee will result in denial of issuance of the permit. Failure to pay supplemental fees that are related to an issued permit will result in denial of subsequent or additional permits to the applicant until all delinquent fees are paid, in addition to any late charges. Any franchised utility with an agreement which provides for City fees to be credited against franchise fee payments shall be exempt from payment of the permit fee.

Sec. 26A-6 Application Criteria.

The City's engineering staff shall review applications for right-of-way construction permits to ensure that the proposed work complies with all requirements set forth herein or which are otherwise reasonably required to safely and effectively comply the proposed construction. If any additional information is needed to properly review the application, the City shall notify the applicant. The City's engineering staff shall approve, approve with conditions, or deny the application, and shall do so in writing. In the event that a permit is denied, the City's engineering staff shall identify with specificity the reason for denial.

Sec. 26A-7 City's Right to Restore Surface.

If the permittee fails to complete restoration work by the estimated date for completion listed in the permit record, the City shall have the right to restore the right-of-way and to charge

the permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses. In the case of a franchised utility, the actual costs and administrative expenses shall not be eligible for credit against franchise fee payments.

Sec. 26A-8 Emergency Work.

If emergency conditions create an immediate hazard to life or property or disruption of utility service, corrective work may be commenced without a permit but shall proceed in compliance with all other requirements of this Section. A permit application shall be submitted to the City no later than two working days after commencement of such emergency work.

Sec. 26A-9. Inspection and Acceptance of Work.

The city engineer or his designee shall make inspections to administer and enforce the provisions of this Section. The permittee shall notify the city engineer or his designee 48 hours prior to commencing construction and at the time of completion of work under the permit. Upon completion, the city engineer or his designee shall inspect the work to determine whether the restoration has been acceptably completed.

Sec. 26A-10 Removal of Obstructions in Rights-of-Way.

Unless otherwise provided in this Section, or in any permit or license issued in accordance with this Section, the City shall have the right to remove any object from any right-of-way, to prohibit any activity within a right-of-way that conflicts with the purpose or intended use of such right-of-way, and to restore any portion of a right-of-way excavated by any person. The City shall have the right to reimbursement for all costs of restoration of the right-of-way, direct and indirect, from any person responsible for the object, activity, or excavation.

Sec. 26A-11 Right-of-Way Use Permit.

(a) Permit requirement. Any person desiring to connect any road, private drive or other driving surface to any City street, when such connection has not otherwise been authorized by a plat, site plan, or other development order issued by the City, must first obtain a permit to do so pursuant to this Section.

(b) Required submission. An application for a right-of-way use permit shall be submitted electronically via the City of DeLand Online Citizen Portal and shall include the following information:

(1) Name, address, and telephone number of the applicant, and contact person if the applicant is a corporation, partnership or other legal entity.

(2) Name, address, and telephone number of the contractor performing the work, if different from the applicant or the applicant's contact person.

(3) Detailed description of the work to be performed, including location, estimated dates of commencement and completion, and purpose of the construction.

(4) Plans, drawings, surveys, specifications, and such other documents as needed to show the location of the road, driveway or other driving surface to be connected to a city road and the anticipated volume of traffic using the connection.

(5) In the event that the volume of traffic using the roadway connection will exceed 1,000 average daily trips, a traffic impact analysis shall be required.

(6) A fee based upon the actual time required by the City's professional staff to review the application. This may include, or consist wholly of, the City's cost to hire an appropriately qualified traffic engineer or other outside consultant to assist the City in performing the permit review.

(c) Permit criteria. All right-of-way use permit applications shall meet the requirements of the City's Land Development Regulations and, where applicable, the provisions of the latest editions of the following shall apply:

(1) FDOT Standard Specifications for Road and Bridge Construction

(2) USDOT Manual on Uniform Traffic Control Devices

(3) FDOT Minimum Standards for Streets and Highways

(4) FDOT Roadway and Traffic Design Standards

(5) FDOT Standard Plans

To the extent of any conflict between the criteria listed in sub-subsections (c)(1)-(5) and the City's Land Development Regulations, the more restrictive shall apply.

Section 3. Savings. The prior actions of the City of DeLand relating to right-of-way related matters, are hereby ratified and affirmed.

Section 4. Implementing Administrative Actions. The city manager, or his designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

Section 5. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 6. 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 7. 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 8 shall not be codified.

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

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

Section 8. Effective Date. This Ordinance shall become effective immediately upon its adoption.

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

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Christian D. Gowan, City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, City Attorney

RIGHT-OF-WAY CONSTRUCTION PERMIT FEE SCHEDULE & REQUIREMENTS

CITY OF DELAND
120 S. FLORIDA AVE., DELAND, FL 32720
Apply Online: https://www.deland.org/197/Citizen-Portal

FEES	
Right-of-Way Use (base fee)	$100
Residential Driveway Approach (Modification/Addition)	$50
Commercial Driveway Approach (Modification/Addition)	$75
Sidewalk (Modification/Addition)	$100
Trenchless Boring	$150 per bore
Potholing	$100 per core
Open Street Cut (Unpaved / Paved)	$400 / $500 per cut
Curb Cut	$20 per cut
Roadway Construction (without Development Order)	$100 per 1000 LF
Private Utility (Potable/Waste/Reclaimed Water without Development Order)	$100 per 1000 LF
Reinspection Fee	Amount equal to permit fee.
Noncompliance Fee	Amount equal to permit fee.
Failure to Obtain Permit	Amount equal to permit fee + $2 per LF of facilities

- Pursuant to F.S. §§ 202 and 337.401, providers of communications services will not be assessed the above fees for work performed within the approved work limits of each permit.
- Any fees charged to a Utility Agency/Owner who has entered into a franchise agreement with the City of DeLand are to be credited against franchise fee payments and shall be exempt from payment of the permit fee.
- All fees must be paid prior to the issuance of a permit, with the exception of reinspection and noncompliance fees.
- Fees can be paid online using Visa, Mastercard, or E-check. Cash or check payments may be made in person at 120 S. Florida Avenue, DeLand, FL 32720, Monday–Friday, 8:00 AM–5:00 PM. *Permit fees are non-refundable.
- Any activity not expressly identified above shall be subject to the Right-of-Way Use fee or to a separate review to determine a fee sufficient to recover all costs associated with its evaluation, permitting, and inspection.

REQUIRED DOCUMENTS	
Site Plan / ROW Drawings meeting the following criteria: -To Scale - Section, Township, Range & North Arrow - Symbol Legend - Plan View - Typical Cross Sections - ROW and/or pavement width - Offset from centerline of ROW to proposed improvements - Clearly labeled dimensions for all proposed improvements - Distance from edge of pavement to proposed improvements - Vertical distance of improvements above and below grade - Location of other utilities within the work area - Distance from proposed improvements to existing utilities - City of DeLand Right-of-Way General Notes	Submit at time of application.
Temporary Traffic Control Plans (MOT)	Submit at time of application.
Marked Aerial / Map (on plans or separate)	Submit at time of application.
Sunshine 811 Locate Ticket	Provide to inspector 48 hours before work start date.

ADDITIONAL DOCUMENTS	
Survey drawing/sketch	May be requested for review.
Submittals / Shop Drawings	May be requested for review.
Date Stamped Photos/Video	May be requested for review.
Cost Estimate	May be requested for review.
Project Schedule	May be requested for review.
Utility Agency/Owner Notification Letters	May be requested for review.
Contractor Certifications	May be requested for review.
Various Reports	May be requested for review.
As-built Drawings	May be requested for review.

INSURANCE COVERAGE	
Comprehensive General Liability Insurance	$5,000,000.00 bodily injury, personal injury and broad-form property damage; combined single limit per occurrence including Contractual Liability.
Business Auto Liability Insurance	$5,000,000.00 combined single limit for bodily injury liability and property damage liability, covering owned, leased, hired and non-owned vehicles.
Contractor's Pollution Liability Insurance (If applicable)	$1,000,000.00 per claim
Worker's Compensation Insurance	

SUNSHINE 811 LOCATE TICKET

A LOCATE TICKET MUST BE CREATED WITH SUNSHINE 811 AT LEAST TWO FULL BUSINESS DAYS PRIOR TO COMMENCING ANY UNDERGROUND UTILITY WORK. *THE RIGHT-OF-WAY PERMIT NUMBER MUST BE ADDED TO THE SUNSHINE 811 LOCATE TICKET'S "ADDITIONAL INFORMATION" FIELD WHEN CREATED. **AN IMAGE OF THE 811 LOCATE TICKET MUST THEN BE UPLOADED TO THE CITY OF DELAND CITIZEN PORTAL FOR REVIEW. THIS WILL SERVE AS THE ADVANCE WORK START NOTICE TO THE CITY ENGINEERING INSPECTORS THAT IS REQUIRED BELOW.

INSPECTION REQUIREMENTS

ADVANCE WORK START NOTIFICATION TO THE CITY OF DELAND ENGINEERING INSPECTORS MUST BE PROVIDED NO LESS THAN 48 HOURS PRIOR TO COMMENCING ANY WORK. *IN THE EVENT THAT A ROAD CLOSURE IS NECESSARY, EXTEND THE ADVANCE WORK START NOTIFICATION PERIOD BY AN ADDITIONAL TWO (2) CALENDAR WEEKS.

NOTIFICATION MUST ALSO BE PROVIDED TO THE CITY OF DELAND ENGINEERING INSPECTORS WITHIN 48 HOURS OF WORK COMPLETION TO REQUEST AND SCHEDULE A RESTORATION INSPECTION. BOTH NOTIFICATIONS CAN BE SUBMITTED THROUGH THE CITY OF DELAND CITIZEN PORTAL OR DIRECTLY TO THE INSPECTORS. NONCOMPLIANCE MAY RESULT IN A STOP WORK ORDER AND/OR THE IMPOSITION OF NONCOMPLIANCE FEES.

City of DeLand Right-of-Way Construction Permitting
Neighboring Municipalities' Fees & Requirements Matrix

FEE	Volusia County	Ormond Beach	Port Orange	Orange City	Deltona	Debary	Sanford	*AVERAGE*	PROPOSED
Right-of-Way Use (Base fee)	$171	No fees once registered as a Franchise Utility. Registration includes application fee to recover city's cost but not to exceed $800.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	PERMIT: $100 INSPECTION: 2.0% of total construction costs of all site improvements within ROW; minimum $100	$250	$200	$250	*$106*	**$100**
Additional Driveway Approach (Residential)	$106	$45	Site 3 acres or less: 3.25% of cost or $100; whichever is greater. Site more than 3 acres: 2.25% of cost or $500; whichever is greater.	$100	$250	$100	$40	*$105*	**$50**
Additional Driveway Approach (Commercial)	$171 plus 2% of cost	$75	Same as above.	$250	$250	$200 + INSPECTION FEE of 2.0% of the first $125,000 of improvements; 1.0% of over $125,000 up to $500,000; 0.5% over $500,000.	$150	*$170*	**$75**
Sidewalk (Modification/Addition)	N.A.	Submitted through Building Division.	Same as above.	$100	Sidewalk Fund Fee (5'x4", $18.50; 8'x4", $29.52; and 8'x6", $30.64)	N.A.	$150	*$117*	**$100**
Trenchless Boring	$176	No fees once registered as a Franchise Utility.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	$100 each	$250	$200	$150	*$150*	**$150 per bore**
Open Street Cut (unpaved)	$473	No fees once registered as a Franchise Utility.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	$500	$100 per location	$750	$1,000	*$475*	**$400 per cut**
Open Street Cut (paved)	$1,062	No fees once registered as a Franchise Utility.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	$1,000	$100 per location	$750	$1,000	*$656*	**$500 per cut**
Potholing									**$100 per core**
Curb Cut									**$20 per cut**
Roadway Construction (without Development Order)	*$171 plus 2% of cost*	*N/A*	*N.A.*	*$500*	*N/A*	*10% of construction costs. INSPECTION: 2% of first $125k of improvements, 1% if over $125K up to $500k, 0.5% over $500k*	*2.0% value of construction ($100 minimum)*	*$257 or % of cost.*	**$100 per 1000 LF**
Private Utility (potable, waste, reclaimed without Development Order)	*$171 plus 2% of cost*	*N/A*	*TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.*	*INSPECTION: 2.0% of total costs of improvements within ROW, minimum $100*	*N/A*	*$200*	*ACRES 0 - 0.5 acre $300 0.51 - 2.5 $600 2.5 - 10 $900 > 10 $1500*	*$159 or % of cost*	**$100 per 1000 LF**
Reinspection	$58	No fees once registered as a Franchise Utility.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	$50	$60	$100 reinspection fee	$50	*$57*	**Equal to Permit Fee**
Noncompliance	N/A	No fees once registered as a Franchise Utility.	TELECOM: No fee. OTHERS: $25, but not worth the time to collect; so no charge.	Failure to req inspection: $50. Remove improvements at no cost to city.	Noncompliance = same as Permit Fee. Work without a Permit = double amount of permit fee.	Failure to request Inspection: $500.	Fee x 2 (After the fact)	*$191 or fee multiplier*	**Equal to Permit Fee**
Failure to Obtain Permit	Based on City of DeLand Ordinance (Chapter 13A - Franchises, Article II. - City of DeLand Cable Television Ordinance) with consideration of COL/Inflation since 2005.								**Equal to Permit Fee and $2 per LF of facilities installed.**
Registration or Franchise Agreement Required?	YES	YES	YES	YES	YES	YES	YES	*YES*	**Must be registered with Volusia County and have a COD Citizen Portal Account.**
Survey Required for Application?	CDE can request (survey OR site plan to scale required).	A survey is required for a driveway permit.	TELECOM: Full route survey, or signed letter from a licensed surveyor certifying proposed facilities are in the ROW. OTHERS: Not generally required, but have the right to request them.	A signed, sealed survey OR site plan to scale showing ROW line.	No; however CE can request a survey when necessary. Site Plan is req'd.	Construction plans, including survey, for commercial projects.	No, but can be requested along with additional information as the city finds reasonably necessary.	*NO*	**NO; but may be requested.**
As-builts Required?	Yes - for utility and drainage systems.	TELECOM: Yes. Directional drill: Yes.	TELECOM: Yes, but not really enforced as they have no organizational use. OTHERS: No.	May be required by other sections of the O.C. codes.	No (but they wish they were.)	Yes, for commercial installations.	N/A	*YES*	**NO; but may be requested.**
Performance/Maintenance Bond and/or Insurance?	Yes, there is a Performance Guarantee template.	Yes, in amount specified in each permit.	TELECOM: No, too laborious to enforce. OTHERS: They typically do not bother as restoration of ROW is rarely above $500; unless is roadway, sidewalk, or similar.	Applicant must provide an insurance certificate listing O.C. as additional insured.	A bond or letter of credit may be required construction would constitute a significant traffic hazard if not completed as proposed. COI's are required.	No bonds are required.	$25k bond/deposit/line of credit may be required.	*NO*	**General, Auto, *Pollution liability insurance, WC required.**
Proposed fees are to cover the costs of processing applications and performing plan reviews, inspections, and related admin activities.									

RIGHT-OF-WAY CONSTRUCTION PERMIT SUPPLEMENTAL CONDITIONS

CITY OF DELAND
120 S. FLORIDA AVE., DELAND, FL 32720
Apply Online: https://www.deland.org/197/Citizen-Portal

"The Athens of Florida"

A COMPLETED RIGHT-OF-WAY CONSTRUCTION PERMIT APPLICATION MUST BE SUBMITTED VIA THE CITY OF DELAND CITIZEN PORTAL NO LATER THAN 30 DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE CITY'S RIGHT-OF-WAY. THE APPLICANT IS TO REVIEW AND COMPLY WITH ALL CONDITIONS BELOW THAT APPLY TO THEIR PROJECT AND SHALL VERIFY ANY REQUIREMENTS IN QUESTION WITH THE CITY ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.

GENERAL

1. THE FOLLOWING REQUIREMENTS PERTAIN TO ALL PROPOSED WORK DETAILED IN THE DRAWINGS AND DOCUMENTATION SUBMITTED IN THE APPLICATION FOR THE CITY OF DELAND RIGHT-OF-WAY CONSTRUCTION PERMIT.

2. A COMPLETE PERMIT PACKAGE CONTAINING ALL PERMITS AND APPROVED PLANS AND DOCUMENTS MUST REMAIN ON SITE AT ALL TIMES, FROM INCEPTION TO COMPLETION OF WORK. THE UTILITY AGENCY/OWNER OR CONTRACTOR SHALL SATISFY AND ADHERE TO ALL REQUIREMENTS AND SPECIAL CONDITIONS STATED WITHIN THIS DOCUMENT AND SAID PERMITS REGARDING THE WORK AND MAINTENANCE OF IMPROVEMENTS PRIOR TO ACCEPTANCE BY THE CITY OF DELAND.

3. OPERATIONS WITHIN THE RIGHT-OF-WAY SHALL BE CONDUCTED 7AM TO 7PM, MONDAY THROUGH FRIDAY UNLESS AUTHORIZED OTHERWISE BY THE CITY ENGINEERING DEPARTMENT. NO UNDERGROUND WORK, POTHOLING, OR STREET CUTS ARE TO BE PERFORMED ON FRIDAY, SATURDAY, SUNDAY, OR ANY DAY PRIOR TO A HOLIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE CITY ENGINEERING DEPARTMENT. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

4. A PERMIT ISSUED PURSUANT TO AN APPROVED APPLICATION SHALL REMAIN EFFECTIVE FOR 1 YEAR FROM THE DATE OF ISSUANCE, UNLESS EXTENDED BY THE CITY ENGINEERING DEPARTMENT. CONSTRUCTION SHALL BE COMPLETED WITHIN THE TIMEFRAME PROVIDED BY THE APPLICANT IN THE APPROVED RIGHT-OF-WAY CONSTRUCTION PERMIT APPLICATION. SHOULD THE PROJECT DURATION EXCEED THE ORIGINALLY ANTICIPATED COMPLETION DATE, A PERMIT EXTENSION REQUEST MUST BE SUBMITTED TO THE CITY OF DELAND ENGINEERING DEPARTMENT VIA THE CITY'S CITIZEN PORTAL.

5. THE PERMITTEE SHALL PROVIDE ADVANCE NOTICE TO ALL RESIDENTS, PROPERTY OWNERS, AND BUSINESSES THAT ARE ADJACENT TO THE WORK AREA. NOTIFICATION SHALL BE DELIVERED VIA DOOR HANGERS AND MUST INCLUDE A BRIEF DESCRIPTION OF THE WORK, WORK DATES, EXPECTED IMPACTS (LANE CLOSURES, ACCESS LIMITATIONS, NOISE, UTILITY INTERRUPTIONS, LOCATE MARKING), AND ON-SITE SUPERVISOR CONTACT INFORMATION.

6. THE UAO AND/OR CONTRACTOR MUST PROVIDE THE FOLLOWING CERTIFICATES OF INSURANCE TO THE CITY OF DELAND PRIOR TO COMMENCEMENT OF WORK. THE CERTIFICATES SHALL NAME THE CITY OF DELAND AS AN ADDITIONAL INSURED PARTY AND PROVIDE LIMITS NOT LESS THAN THE AMOUNTS BELOW:

   - COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY INSURANCE - $5,000,000.00
   - BUSINESS AUTO LIABILITY INSURANCE - $5,000,000.00
   - CONTRACTOR'S POLLUTION LEGAL LIABILITY INSURANCE - $1,000,000.00
   - WORKERS' COMPENSATION INSURANCE

   COVERAGES MUST REMAIN IN EFFECT FROM THE DATE OF APPLICATION THROUGH 90 DAYS FOLLOWING THE COMPLETION OF ALL WORK.

7. BY SUBMITTING A RIGHT-OF-WAY CONSTRUCTION PERMIT APPLICATION TO THE CITY OF DELAND, THE UAO OR CONTRACTOR ACKNOWLEDGES AND AGREES TO RELOCATE, AT THEIR SOLE EXPENSE, ANY FACILITIES INSTALLED UNDER THE PERMIT THAT INTERFERE WITH EXISTING OR FUTURE CITY INFRASTRUCTURE IMPROVEMENTS.

8. ISSUANCE OF A PERMIT DOES NOT WAIVE ANY OTHER APPLICABLE PROVISIONS OF THE CITY OF DELAND LAND DEVELOPMENT CODE THAT ARE NOT PART OF THE APPLICATION'S REQUEST. NOR DOES APPROVAL WAIVE ANY APPLICABLE FLORIDA STATUTES, FLORIDA BUILDING CODE, FLORIDA FIRE PREVENTION CODE, OR ANY OTHER APPLICABLE LAWS, RULES, OR ORDINANCES, WHETHER FEDERAL, STATE, OR LOCAL. THE PERMITTEE HAS THE OBLIGATION AND RESPONSIBILITY TO BE INFORMED OF AND BE IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, CODES, AND ORDINANCES.

9. THE CLOSURE, EXPIRATION, OR TERMINATION OF A PERMIT SHALL NOT WAIVE OR OTHERWISE RELIEVE THE PERMITTEE OF LIABILITY FOR ANY DAMAGE TO ADJACENT UTILITIES, INFRASTRUCTURE, OR PROPERTY DISCOVERED AFTER COMPLETION OF THE PERMITTED WORK THAT WAS CAUSED BY THE PERMITTEE, ITS AGENTS, CONTRACTORS, OR SUBCONTRACTORS. THE PERMITTEE SHALL REMAIN RESPONSIBLE FOR ALL COSTS OF REPAIR, RESTORATION, AND ANY OTHER LIABILITIES ARISING FROM SUCH DAMAGE.

10. IF THE APPLICANT IS NOT IN COMPLIANCE WITH THE CITY OF DELAND'S REQUIREMENTS AS OF THE DATE THE PERMIT IS APPROVED, THE RIGHT-OF-WAY CONSTRUCTION PERMIT SHALL BE VOID, AND THE PROPOSED USE SHALL BE BROUGHT INTO COMPLIANCE OR REMOVED FROM THE RIGHT-OF-WAY AT NO COST TO THE CITY OF DELAND.

WORKSITE

1. DATE-STAMPED PRE- AND POST-CONSTRUCTION PHOTOS OR VIDEOS OF THE WORK SITE SHALL BE TAKEN AND MADE AVAILABLE TO THE CITY ENGINEERING DEPARTMENT UPON REQUEST.

2. THE LIMITS OF WORK SHALL BE CLEARLY MARKED PRIOR TO COMMENCEMENT OF WORK SO AS TO PROTECT ADJACENT AREAS FROM CONSTRUCTION ACTIVITIES. THE UAO OR CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY PROPERTY, MATERIAL, STRUCTURE, PART OF A STRUCTURE, OR APPURTENANCE THAT IS LOCATED OUTSIDE THE WORK LIMITS ESTABLISHED FOR THE PERMITTED WORK, EXCEPT WHERE SUCH EXCAVATION, REMOVAL, OR DISTURBANCE IS PROVIDED FOR IN THE APPROVED PLANS OR DOCUMENTS.

3. EXTENDED DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE RIGHT-OF-WAY. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT, OR STORAGE OF ANY KIND PERMITTED WITHIN THE RIGHT-OF-WAY. THE UAO OR CONTRACTOR SHALL COMPLY WITH ALL LEGAL LOAD RESTRICTIONS WHEN HAULING MATERIALS OR EQUIPMENT BEYOND THE LIMITS OF THE WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE UAO OR CONTRACTOR FROM ANY LIABILITY FOR DAMAGE OR INJURY WHICH MAY RESULT FROM MOVING EQUIPMENT OR MATERIAL.

4. PROPER SOIL DENSITIES SHALL BE ACHIEVED FOR THE SUPPORT OF ANY STRUCTURE, AS DESCRIBED BY THE PERMITTED PLANS; SUCH AS UTILITY POLES/BOXES, STREET LAMPS, CBU MAILBOXES, BASE SUPPORTS, CONNECTING ROADWAYS, ETC. SUFFICIENT SOILS TESTING MUST BE PERFORMED AND REPORTS MADE AVAILABLE FOR INSPECTIONS.

5. APPROPRIATE MEASURES SHALL BE IMPLEMENTED TO PREVENT EROSION AND SEDIMENT RUNOFF FROM THE WORKSITE TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS AND LAWS. ALL WASTE MATERIAL AND ANY DEBRIS PREVENTING POSITIVE DRAINAGE SHALL BE REMOVED FROM THE WORKSITE AND DISPOSED OF IN AN APPROPRIATE MANNER. BURNING ON SITE IS NOT ALLOWED.

6. HISTORIC TREES THAT MAY BECOME DAMAGED DUE TO THEIR PROXIMITY TO THE WORK AREA SHALL BE IDENTIFIED AND REPORTED TO THE CITY ENGINEERING DEPARTMENT.

RESTORATION AND INSPECTION

1. ALL WORK PERFORMED WITHIN THE RIGHT-OF-WAY SHALL BE CONDUCTED IN A WAY THAT PRESERVES PUBLIC ACCESS AND MINIMIZES INTERFERENCE WITH RESIDENT ACTIVITIES. EVERY MEANS OF PROTECTION NECESSARY TO PREVENT DAMAGE TO PUBLIC AND PRIVATE PROPERTY SHALL BE UTILIZED. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THE UAO, CONTRACTOR, OR SUBCONTRACTORS DURING THE WORK EXECUTION MUST BE REPORTED IMMEDIATELY TO THE CITY ENGINEERING DEPARTMENT.

2. COMPLETE RESTORATION OF THE RIGHT-OF-WAY IS REQUIRED AND SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS PRE-EXISTING STATE. ANY AND ALL COSTS TO RESPOND TO, REPAIR, OR RESTORE DAMAGE TO EXISTING UTILITIES AND PROPERTY RESULTING FROM THE PERMITTED ACTIVITIES, INCLUDING LABOR, WILL BE THE RESPONSIBILITY OF THE PERMITTEE. BY ACCEPTING THE RIGHT-OF-WAY PERMIT, THE PERMITTEE ASSUMES FULL LIABILITY TO THE CITY OF DELAND FOR THE COST OF REPAIRING AND RESTORING ANY DAMAGE TO UTILITIES, ROADWAYS, OR OTHER PROPERTY RESULTING FROM THE PERMITTED ACTIVITY.

3. ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY SHALL BE REPAIRED AND/OR REPLACED TO THE NEAREST CONTRACTION JOINT AND IN LIKE KIND BY THE UAO OR CONTRACTOR. (SEE *SIDEWALKS, BIKE PATHS, AND RAMPS* SECTION OF THIS DOCUMENT.)

4. SODDING SHALL BE IN ACCORDANCE WITH *F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION*. THE UAO OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL NEWLY PLANTED GRASSES AND VEGETATION UNTIL THE WORK HAS BEEN ACCEPTED BY THE CITY OF DELAND.

5. THE UAO OR CONTRACTOR MUST PROVIDE ADVANCE NOTIFICATION TO THE CITY OF DELAND ENGINEERING INSPECTORS NO LESS THAN 48 HOURS PRIOR TO COMMENCING ANY WORK, AND AGAIN IMMEDIATELY UPON COMPLETION OF WORK, TO SCHEDULE AN INSPECTION. IN THE EVENT THAT A ROAD CLOSURE IS NECESSARY, EXTEND THE ADVANCE NOTIFICATION PERIOD BY AN ADDITIONAL TWO (2) CALENDAR WEEKS. INSPECTION REQUESTS SHALL BE MADE VIA THE CITY OF DELAND CITIZEN PORTAL OR THROUGH ESTABLISHED DIRECT CONTACT WITH THE INSPECTOR. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM ANY MEASURES NECESSARY FOR THE INSPECTION OF WORK.

6. ALL WORK, MATERIALS, AND EQUIPMENT SHALL BE SUBJECT TO INSPECTION BY AUTHORIZED FEDERAL, STATE, COUNTY, AND CITY REPRESENTATIVES, OTHER REGULATORY AGENCIES, OR INVOLVED UTILITY AGENCY/OWNERS. THE UAO OR CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION REQUIREMENTS AND SCHEDULES AND FOR SIGNING FOR SAID INSPECTIONS. ALL RECOMMENDATIONS AND REQUIREMENTS MADE TO THE UAO OR CONTRACTOR BY INSPECTION PERSONNEL OTHER THAN THE CITY OF DELAND SHALL BE REPORTED TO THE CITY OF DELAND ENGINEERING DEPARTMENT PRIOR TO IMPLEMENTATION.

TEMPORARY TRAFFIC CONTROL

1. ACCESS FOR LOCAL TRAFFIC AND PEDESTRIANS SHALL BE MAINTAINED IN AREAS OF RIGHT-OF-WAY ENCUMBERED BY THE WORK IN ACCORDANCE WITH THE CURRENT VERSION OF *F.D.O.T DESIGN STANDARDS*. IF THE APPROVED TEMPORARY TRAFFIC CONTROL (M.O.T) MUST BE ALTERED DURING CONSTRUCTION, THE UAO OR CONTRACTOR SHALL IMMEDIATELY CONTACT THE CITY OF DELAND ENGINEERING DEPARTMENT TO OBTAIN THE PROPER AUTHORIZATION.

2. PRIOR TO COMMENCING WORK, THE UAO OR CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL SIGNAGE, PAVEMENT/SIDEWALK MARKINGS, AND TRAFFIC CONTROL DEVICES AS PER THE APPROVED TEMPORARY TRAFFIC CONTROL PLANS. ALL SIGNAGE, PAVEMENT/SIDEWALK MARKINGS, AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF *F.D.O.T. STANDARD PLANS*, AND *F.H.W.A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS*

(MUTCD). THE PERMITTEE SHALL ENSURE INDIVIDUALS RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY TRAFFIC CONTROL SCHEMES AND DEVICES IN WORK ZONES HAVE PROPER TRAINING.

3. REGULATORY SIGNS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION AND/OR BEFORE OPENING ACCESS TO THE PUBLIC INTO AREAS OF COMPLETED WORK.

UTILITIES

1. THE WORKSITE MUST BE EXAMINED FOR ALL CONDITIONS THAT MAY AFFECT THE PROPOSED WORK. THE UAO OR CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE DEPTHS OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO CONSTRUCTION. A LOCATE TICKET WITH SUNSHINE 811 MUST BE INITITATED FOR THE PURPOSE OF LOCATING AND MARKING UNDERGROUND UTILITIES WITHIN THE PROPOSED WORK AREA PRIOR TO COMMENCING ANY WORK.

2. THE RIGHT-OF-WAY PERMIT NUMBER MUST BE ADDED TO THE “ADDITIONAL INFORMATION” SECTION OF THE SUNSHINE 811 TICKET APPLICATION FOR REFERENCE. AN IMAGE OF THE ISSUED 811 TICKET MUST THEN BE UPLOADED TO THE CITY OF DELAND ENGINEERING DEPARTMENT VIA THE CITY’S CITIZEN PORTAL AND WILL SERVE AS THE 48 HOUR ADVANCE WORK NOTICE.

3. TO THE BEST OF THEIR ABILITY, THE UAO OR CONTRACTOR SHALL IDENTIFY EXISTING UNDERGROUND FACILITIES AND PHYSICAL STRUCTURES LOCATED WITHIN THE WORK AREA THAT ARE NOT IDENTIFIED VIA THE SUNSHINE 811 SERVICE; SUCH AS TRAFFIC CONTROL FACILITIES AND PRIVATELY OWNED UTILITIES OR STRUCTURES.

4. THE CITY OF DELAND ASSUMES NO RESPONSIBILITY FOR SUBSURFACE CONDITIONS OR FOR THE UAO OR CONTRACTOR’S FAILURE TO LOCATE, IDENTIFY, AND PROTECT EXISTING FACILITIES ABOVE AND BELOW GROUND. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE UAO, CONTRACTOR, OR SUBCONTRACTORS DURING THE WORK EXECUTION MUST BE REPORTED IMMEDIATELY TO THE CITY ENGINEERING DEPARTMENT.

5. THE UAO OR CONTRACTOR SHALL PROVIDE NOTIFICATION OF WORK TO BE PERFORMED TO THE UTILITY AGENCY/OWERS WHO HAVE FACILITIES LOCATED WITHIN THE WORK AREA. THE NOTIFICATIONS MUST BE PROVIDED A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).

6. THE INSTALLATION OF ALL UTILITIES SHALL BE IN ACCORDANCE WITH THE EDITION OF THE *F.D.O.T. UTILITY ACCOMMODATION MANUAL* AND *F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION* THAT IS IN EFFECT ON THE DATE THE PERMIT IS APPROVED.

7. ALL BORING AND/OR TRENCHING METHODS MUST BE APPROVED BY THE CITY ENGINEERING DEPARTMENT. EXCAVATIONS ARE PROHIBITED WITHIN SIX (6) FEET FROM THE EDGE OF PAVEMENT; ANY EXCEPTION MUST BE APPROVED BY THE CITY ENGINEERING DEPARTMENT. ALL BORE PITS SHALL BE SET BACK FROM THE EDGE OF PAVEMENT AT A MINIMUM HORIZONTAL DISTANCE EQUAL TO TWICE THE EXCAVATION DEPTH (2:1). UNDERGROUND UTILITIES REQUIRE A MINIMUM DEPTH OF THIRTY-SIX (36) INCHES BELOW GROUND LEVEL, THIRTY-SIX (36) INCHES BELOW THE BOTTOM OF SWALES AND DITCHES, SIX (6) FEET BELOW THE BOTTOM OF CANALS, PRIMARY AND SECONDARY DRAINAGE SYSTEMS, AND BOX CULVERTS, AND MAINTAIN TWENTY-FOUR (24) INCH CLEARANCE FROM EXISTING UTILITIES.

8. ALL MUD/SLURRY GENERATED FROM BORING MUST BE CLEANED/RECLAIMED FROM THE RIGHT-OF-WAY AND BE DISPOSED OF AT AN APPROVED OFFSITE LOCATION. IN NO CASE WILL BURIAL OF DISPOSABLE MATERIAL BE ALLOWED WITHIN THE RIGHT-OF-WAY.

9. TRENCHING SHALL BE IN COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT. TRENCH WIDTH AND DEPTH SHALL BE MINIMIZED WHEN SHEETING, SHORING, AND BRACING IS REQUIRED TO PROTECT ADJACENT STRUCTURES AND UTILITIES. NO TRENCH, BORE PIT, OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT; UNESS APPROVED BY THE CITY OF DELAND ENGINEERING DEPARTMENT. IF APPROVED, THEY

SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST F.D.O.T. DESIGN STANDARD INDEX NO. 600.

10. THE UAO OR CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY ENGINEERING DEPARTMENT OF ANY DISCREPANCIES OR CONFLICTS FOUND BETWEEN THE APPROVED PLANS/DOCUMENTS AND FIELD CONDITIONS PRIOR TO OR DURING CONSTRUCTION. PRECAUTIONARY MEASURES MUST BE EMPLOYED WHEN CROSSING ANOTHER UTILITY. IF FACILITIES OF OTHER UTILITY AGENCY/OWNER(S) ARE FOUND TO BE IN CONFLICT, OR INTERFERE WITH THE PROPOSED CONSTRUCTION, AND MODIFICATIONS TO THE PERMITTED WORK ARE REQUIRED, THE PERMITTEE SHALL SUBMIT A SCOPE OF WORK CHANGE REQUEST TO THE CITY OF DELAND ENGINEERING DEPARTMENT. IF THE CITY DETERMINES THAT THE PERMITTED WORK IS NECESSARY FOR THE BETTERMENT OF THE RESIDENTS OF THE CITY OF DELAND AND CANNOT BE MODIFIED, THE PERMITTEE IS RESPONSIBLE FOR COORDINATING WITH ALL AFFECTED UTILITY AGENCIES/OWNERS AND THE CITY OF DELAND ENGINEERING DEPARTMENT TO ARRANGE ANY REQUIRED RELOCATION, SERVICE DISRUPTION, OR CLARIFICATION OF ACTIVITY IN A TIMELY MANNER TO MINIMIZE IMPACTS TO CONSTRUCTION SCHEDULING AND SERVICE RESPONSE TIMES. THE UTILITIES SHALL BE RELOCATED BY THE RESPECTIVE UTILITY AGENCY/OWNERS AND THE PERMITTEE SHALL COOPERATE WITH ALL PARTIES INVOLVED DURING RELOCATION OPERATIONS.

11. PERMANENT SURFICIAL INFRASTRUCTURE COMPONENTS SHOULD BE THOUGHTFULLY DESIGNED AND SITUATED TO REDUCE THEIR VISUAL IMPACT TO THE SURROUNDING ENVIRONMENT.

DRIVEWAY APRONS

1. DRIVEWAY APRONS ARE REQUIRED TO BE ASPHALT OR PLAIN PORTLAND CEMENT CONCRETE WITHIN THE RIGHT-OF-WAY ALONG ALL EXISTING PAVED ROADWAYS. CONCRETE SHALL HAVE A MINIMUM THICKNESS OF SIX (6) INCHES WITHOUT REINFORCEMENT STEEL OR MESH AND HAVE A 3000 PSI COMPRESSIVE STRENGTH IN 28 DAYS UNLESS OTHERWISE SPECIFIED. AN UNPAVED DRIVEWAY TO A DIRT ROAD SHALL BE A MINIMUM THICKNESS OF 6 INCHES OF STABILIZED MATERIAL. ANY EXCEPTION TO THE ABOVE MUST BE APPROVED BY THE CITY OF DELAND ENGINEERING DEPARTMENT.

2. CONCRETE WORK REQUIRES A PRE-POUR INSPECTION AND A FINAL ENGINEERING INSPECTION. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY ENGINEERING INSPECTORS 48 BUSINESS HOURS BEFORE POUR AND THE PROPOSED FINAL INSPECTION DATE.

3. THE MINIMUM DRIVEWAY WIDTH AT THE RIGHT-OF-WAY LINE FOR A RESIDENTIAL APRON IS TWELVE (12) FEET AND THE MAXIMUM IS TWENTY (20) FEET. THE MINIMUM DRIVEWAY WIDTH AT THE RIGHT-OF-WAY LINE FOR A COMMERCIAL APRON IS TWENTY-FOUR (24) FEET AND THE MAXIMUM IS THIRTY-SIX (36) FEET. THE DRIVEWAY APRON WIDTH SHALL FLARE AN ADDITIONAL MINIMUM FIVE (5) FEET STARTING AT A POINT A MINIMUM OF EIGHT (8) FEET FROM THE EDGE OF THE TRAVELED WAY.

4. EXPANSION JOINTS SHALL BE PROVIDED BETWEEN EXISTING AND NEW CONCRETE AS WELL AS DRIVEWAYS, DRIVEWAY APRON, SIDEWALKS, AND CONCRETE CURBS.

5. IN ALL ZONING DISTRICTS, NO DRIVEWAY APRON SHALL BE LOCATED CLOSER THAN FIVE (5) FEET FROM AN ADJACENT PROPERTY LINE, AND NO LESS THAN FIVE (5) FEET FROM OBJECTS SUCH AS UTILITY POLES, FIRE HYDRANTS, STREETLIGHTS, ETC. THE CLEAR VISIBILITY TRIANGLE FOR A DRIVEWAY AND A STREET SHALL BE AS DEPICTED IN THE *F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 546*, OR AS AMENDED.

6. THE DRIVEWAY APRON SHALL BE CONSTRUCTED IN SUCH A WAY TO PROMOTE POSITIVE DRAINAGE OF THE RIGHT-OF-WAY. NEW DRIVEWAY APRONS MAY REQUIRE UPGRADES TO ADJACENT SIDEWALK AND CURBING.

SIDEWALKS, BIKE PATHS, AND RAMPS

1. SIDEWALKS, BIKE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF THREE (3) INCHES, A DEVELOPED COMPRESSIVE STRENGTH OF 3000 PSI IN 28

DAYS, AND A MINIMUM UNIFORM THICKNESS OF FOUR (4) INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND SIX (6) INCHES WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE FIVE (5) FEET WIDE UNLESS OTHERWISE SPECIFIED.

2. SIDEWALKS AND BIKE PATHS SHALL BE LOCATED PARALLEL TO, AND ONE (1) FOOT WITHIN, THE RIGHT-OF-WAY LINE. THE CITY MAY APPROVE DEVIATIONS TO PRESERVE SPECIMEN TREES, PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT REDUCED IN WIDTH, AND MAINTAINS A MINIMUM CLEARANCE OF FOUR (4) FEET FROM THE EDGE OF PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEERING DEPARTMENT.

3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN SIX (6) INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY.

4. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF NO GREATER THAN 2% AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. DETECTABLE WARNING SURFACES SHALL BE PROVIDED AT ALL RAMPS PER A.D.A. REQUIREMENTS. THE CONTRACTOR SHALL ENSURE THAT ALL PROVISIONS OF A.D.A. AND FLORIDA ACCESSIBILITY CODE ARE MET.

5. ISOLATION JOINTS SHALL BE PROVIDED (1) BETWEEN EXISTING SLABS OR STRUCTURES AND NEW CONCRETE, (2) BETWEEN PEDESTRIAN-ONLY SECTIONS AND SECTIONS SUBJECT TO VEHICLE LOADING, (3) BETWEEN FRESH CONCRETE AND CONCRETE THAT HAS SET FOR MORE THAN SIXTY (60) MINUTES, AND (4) AT INTERVALS NOT EXCEEDING ONE HUNDRED (100) FEET IN SIDEWALKS AND BIKE PATHS.JOINT MATERIAL SHALL BE AS SPECIFIED IN *F.D.O.T. STANDARDS AND SPECIFICATIONS* AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.

6. CONTROL JOINTS SHALL BE TOOLED INTO FRESH CONCRETE TO A DEPTH EQUAL TO ¼ THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF FIVE (5) FEET, MAXIMUM SPACING OF TWELVE (12) FEET.

7. THE SIDEWALK SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANCE AND SHALL MATCH THE EXISTING ADJACENT SIDEWALKS, BIKE PATHS, AND DRIVEWAY APRONS AS CLOSELY AS POSSIBLE. ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS AND OTHER HAZARDS.

8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM TWELVE (12) INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM FOUR (4) INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN TWELVE (12) INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN TWELVE (12) INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.

9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY ENGINEERING INSPECTOR AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.

10. SIDEWALKS, BIKE PATHS, AND RAMPS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.

11. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SIDEWALK, BIKE PATH, OR RAMP FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE WORK, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

SURVEYS

1. SURVEY DRAWINGS KEPT BY THE PERMITTEE MAY BE REQUESTED BY THE CITY OF DELAND ENGINEERING DEPARTMENT FOR ADDITIONAL INFORMATION DURING THE PERMIT APPLICATION REVIEW OR UPON COMPLETION OF WORK. IF REQUESTED, THE CITY MUST BE ALLOTTED SUFFICIENT TIME TO REVIEW THE AS-BUILT DRAWINGS AND MAKE A DETERMINATION OF SUFFICIENCY.

2. THE UAO OR CONTRACTOR IS RESPONSIBLE FOR SURVEY ACCURACY OF ALL WORK PERFORMED WITHIN THE RIGHT-OF-WAY; INCLUDING BUT NOT LIMITED TO ANY PROPOSED OR EXISTING STRUCTURES.

3. AVAILABLE AS-BUILT SURVEY DRAWINGS SHOULD CONSIST OF ALL SHEETS INCLUDED IN THE APPROVED PLANS TO COMPLETELY RECORD ALL WORK PERFORMED SO AS TO INDICATE PRECISELY HOW THE PROJECT WAS CONSTRUCTED. IT IS OPTIMUM FOR AS-BUILT SURVEYS TO CONTAIN THE FOLLOWING INFORMATION AND BE CERTIFIED BY A REGISTERED SURVEYOR AS BEING CORRECT:

   - CHANGES IN LIMITS OF WORK.
   - FINAL LOCATIONS OF ALL WORK PERFORMED WITH ACCURATE HORIZONTAL AND VERTICAL MEASUREMENTS AND DIMENSIONS.
   - ADDITION, DELETION, OR MODIFICATION OF APPROVED WORK ITEMS.
   - CHANGES TO THE HORIZONTAL AND VERTICAL ALIGNMENTS OF ALL DESIGN COMPONENTS AND EXISTING UTILITIES AS SHOWN ON THE APPROVED PLANS.
   - ALL IDENTIFIED UTILITY CONFLICTS AND/OR RELOCATES.
   - LOCATION OF EXISTING UTILITIES THAT WERE CROSSED OR UNCOVERED DURING THE WORK.
   - INTERSECTION AND CROSSOVER DETAILS THAT HAVE BEEN MODIFIED OR RELOCATED.
   - ALL EQUIPMENT, STRUCTURES AND SIGNS THAT HAVE BEEN RELOCATED, REVISED, OR DELETED.
   - DRIVEWAYS, DRIVEWAY APRONS, SIDEWALKS, CURBS, GUTTERS, AND SHOULDERS THAT HAVE BEEN ADDED, DELETED, OR MODIFIED IN ANY WAY.
   - ANY DETAILS NOT PRESENTED ON THE APPROVED PLANS BUT CONSTRUCTED IN THE FIELD.
   - ELEVATIONS AND LOCATIONS OF BENCHMARKS USED FOR THE SURVEY.
   - STATIONS OR EQUATIONS INTRODUCED OR REVISED DURING CONSTRUCTION.
   - ALL CONTENTS DEPICTED TO SCALE.
   - SPECIFICATIONS OF MATERIALS USED.
   - A COMPLETE LEGEND WITH STANDARDIZED SYMBOLS AND ANNOTATIONS.
   - CONSISTANT TERMINOLOGY.
   - LEGIBILE, ORGANIZED NOTES.
   - MINIMUM TECHNICAL STANDARDS.

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: First Reading of Ordinance 2026-20, Amending Chapter 7 - Building and Housing Codes of the Code Of Ordinances

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance No. 2026-20, 2026-63

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

Florida Chapter 2026-63 which was enacted on July 1, 2026 requires that a building permit issued for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later (see below).

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. ***A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.***

Chapter 7, Section 7-2, paragraph 105.5 is being amended to comply with this requirement.

In addition, Chapter 7, Section 7-1 (c) is being removed as this standard is now located in the Build Permit Fee Schedule which is being considered in a separate item in this meeting's agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact through adoption of this ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the proposed ordinance on First Reading.

BACKGROUND/DISCUSSION:

House Bill 803, which was adopted as Chapter 2026-63, Laws of Florida, was enacted on July 1, 2026, and

requires that a building permit issued for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. Chapter 7, Section 7-2, paragraph 105.5 is being amended to comply with this requirement.

In addition, Chapter 7, Section 7-1 (c) is being removed as this standard is now located in the Build Permit Fee Schedule which is being considered in a separate item on this meeting's agenda.

ORDINANCE NO. 2026 – 20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 7 "BUILDING AND HOUSING CODES" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY AMENDING SECTION 7-1 "FEES AND PENALTY FOR VIOLATION OF CHAPTER", SUBSECTION C "REINSPECTION FEE"; BY AMENDING SECTION 7-2 "LOCAL SUPPLEMENT TO THE FLORIDA BUILDING CODE ADMINISTRATION", SUBSECTION 105.5 "EXPIRATION" AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to revise Chapter 7 "Building and Housing Codes" of the Code of Ordinances of the City of DeLand in order to update the regulations and standards contained therein to be consistent with current state law and best practices.

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

Section 1. Section 7-1 "Fees and penalty for violation of chapter**"**, subsection (c) "*Reinspection fee*" of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined language and removing the strikethrough language, as follows:

Sec. 7-1. - Fees and penalty for violation of chapter

(c) Reserved. ~~*Reinspection fee.* An additional fee of $50.00 shall be charged for each reinspection. A third failed inspection for the same violation(s) shall cause a $200.00 fee to be assessed. A fourth failed inspection for the same violation(s) will necessitate a meeting with the chief building official.~~

Section 2. Section 7-2 "Local supplement to the Florida Building Code, administration", subsection 105.5 "Expiration" is hereby amended by adding the underlined language and removing the strikethrough language, as follows:

105.5 Expiration. All ~~Every~~ permits issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, except for Single Family Residential permits (SFR) or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Failure to obtain an approved inspection within 180 days of the previous approved inspection shall constitute suspension or abandonment of the work. SFR permits shall expire 1 year after the issuance date, or upon the effective date of the next edition of the Florida Building Code, whichever is later. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated and received in the Building Department before the expiration of the permit. Permits issued for the demolition of a structure shall expire sixty (60) days from the date of issuance. For a justifiable cause, one (1) extension of time for a period not exceeding thirty (30) days may be allowed. Such request shall be in writing and received by the building official before the expiration of the permit.

Section 3. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

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

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

(a). The provisions of Sections 1 and 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 Sections 3 through 5 shall not be codified.

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

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

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

PASSED AND DULY ADOPTED this ____day of _____, 2026.

_____
Christopher M. Cloudman
Mayor–Commissioner

ATTEST:

_____
Christian D. Gowan, MPA, CMC
City Clerk-Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CHAPTER 2026-63

Committee Substitute for
Committee Substitute for House Bill No. 803

An act relating to building permits and inspections; amending s. 125.56, F.S.; providing for expiration of certain building permits issued by a county; providing construction; amending s. 287.056, F.S.; requiring the Department of Management Services to enter into and maintain state term contracts for building code inspection services; creating s. 468.634, F.S.; authorizing individuals to work in specified positions, for a specified timeframe, if they meet certain requirements; amending s. 489.129, F.S.; providing that certain persons are not subject to discipline for performing a job without applicable permits and inspections if otherwise authorized by law; amending s. 553.382, F.S.; prohibiting the Department of Business and Professional Regulation from denying a building permit for certain residential manufactured buildings; requiring that certain housing units be taxed in a certain manner; creating s. 553.385, F.S.; defining the terms "local government" and "offsite-constructed residential dwelling"; requiring that an offsite-constructed residential dwelling be permitted as of right in any zoning district where certain dwellings are allowed; prohibiting a local government from adopting or enforcing a certain zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than certain dwellings in the same district; providing construction; authorizing a local government to adopt compatibility standards for specified architectural features; prohibiting a local government from treating offsite-constructed residential dwellings differently than factory-built buildings based on the method or location of construction; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; prohibiting local government ordinances or regulations from having the effect of excluding offsite-constructed residential dwellings; requiring that such ordinances or regulations be reasonable and uniformly enforced without distinction as to type of housing; providing that any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings; amending s. 553.77, F.S.; requiring the Florida Building Commission to develop uniform commercial and residential building permit applications by a specified date; providing requirements for a uniform commercial building permit application; amending s. 553.79, F.S.; providing for expiration of certain building permits issued by a local government; providing construction; providing prohibitions for inspection fees; requiring a local government to exempt certain owners and contractors from building permit requirements for work valued below a specified amount; providing exceptions; prohibiting a construction project from being divided into multiple projects for a certain purpose; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

governments do not have a duty to certain persons; requiring local governments to exempt certain owners and contractors from requiring a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet certain requirements; providing an exception; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; authorizing the Florida Building Commission to adopt rules; requiring certain local governments to issue a building permit for the installation of certain retaining walls as a whole; prohibiting such local governments from requiring building permits for each lot or parcel under certain circumstances; prohibiting a political subdivision from imposing certain requirements for glazing on certain proposed construction or restoration projects; providing an exception; defining the terms "glazing" and "primary facade"; amending s. 553.791, F.S.; revising definitions and defining terms; requiring explicit written authorization from a fee owner for a contractor to use a private provider; requiring that such authorization be submitted to the local building official; deleting the requirement that a contract for certain services be in writing; providing that a contract for certain services does not need to be submitted as part of a permit application; providing requirements for reduced permit fees; prohibiting a local jurisdiction from charging punitive administrative fees or fees for plans review services; requiring that certain documents be promptly provided to certain persons; requiring local enforcement agencies to reduce permit fees by specified percentages under certain circumstances; providing that a local enforcement agency forfeits the ability to collect fees under certain circumstances; requiring that a surcharge be calculated based on the reduced permit fee; prohibiting local governments and local building officials from requiring additional forms; requiring local enforcement agencies to create a specified registration system that must have a method to register and update registration information electronically; prohibiting local enforcement agencies from charging an administrative fee to register or update registration information; requiring private provider firms to register with the local enforcement agency, provide certain information, and update their registration within a specified timeframe after changes occur; prohibiting local enforcement agencies from altering a form adopted by the commission; deleting the requirement that a private provider's qualification statements or resumes be included in a certain notice; deleting time restrictions for electing to use a private provider; requiring local enforcement agencies to accept a certain affidavit electronically; providing which forms and documents a local building official may review; providing notice requirements; providing that certain permits are deemed approved; providing that local enforcement agencies are not responsible for the administration or supervision of services performed by a private provider; prohibiting local enforcement agencies from requiring additional verification of certain requirements beyond that which is required at registration; revising the timeframe in which certain records must be provided; authorizing certain records to be electronically transmitted;

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

prohibiting local building officials from failing certain inspections; authorizing certain persons to sign certificates of compliance; providing requirements for local building officials who have knowledge that a private provider failed to perform an inspection; providing that virtual inspections may not be prohibited; requiring certain notice before an audit; prohibiting certain entities from discouraging the use of private providers; authorizing certain public entities to use a private provider firm or to employ a licensed building inspector to provide building code inspection services; amending s. 553.792, F.S.; requiring a local government to make certain decisions relating to certain building permits within a specified timeframe; amending s. 720.3035, F.S.; prohibiting an association or certain committees from requiring a building permit as a prerequisite for a certain review; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 125.56, Florida Statutes, is amended to read:

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(4)

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a county for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

Section 2. Present subsection (4) of section 287.056, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:

287.056 Purchases from purchasing agreements and state term contracts; vendor disqualification.—

(4) The department shall enter into and maintain one or more state term contracts with vendors for the purpose of providing building code inspection services as defined in s. 553.791.

Section 3. Section 468.634, Florida Statutes, is created to read:

468.634 Certification by endorsement during a state of emergency.—Notwithstanding any other law, a person may act in any of the following

positions under the direction of the local building official for a period of 1 year from the date of a declaration of a state of emergency issued by the Governor for a natural emergency, a manmade emergency, or a technological emergency as those terms are defined in s. 252.34, if such person has entered into a state term contract pursuant to s. 287.056, is qualified for such work in any state that has a mutual aid agreement pursuant to s. 252.40(2), or has held a valid license for such work in any state for 5 years immediately before the date of the declaration:

(1) Building code inspector.

(2) Building inspector.

(3) Coastal construction inspector.

(4) Commercial electrical inspector.

(5) Electrical inspector.

(6) Mechanical inspector.

(7) Plumbing inspector.

(8) Residential electrical inspector.

(9) Residential inspector.

(10) Plans examiner.

(11) Building plans examiner.

(12) Plumbing plans examiner.

(13) Mechanical plans examiner.

(14) Electrical plans examiner.

Section 4. Paragraph (o) of subsection (1) of section 489.129, Florida Statutes, is amended to read:

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed $10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible

officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

(o) Proceeding on any job without obtaining applicable local building department permits and inspections, unless otherwise provided by law.

For the purposes of this subsection, construction is considered to be commenced when the contract is executed and the contractor has accepted funds from the customer or lender. A contractor does not commit a violation of this subsection when the contractor relies on a building code interpretation rendered by a building official or person authorized by s. 553.80 to enforce the building code, absent a finding of fraud or deceit in the practice of contracting, or gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property on the part of the building official, in a proceeding under chapter 120.

Section 5. Section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on a lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Each housing unit located on a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 6. Section 553.385, Florida Statutes, is created to read:

553.385 Permitting and zoning of offsite-constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Offsite-constructed residential dwelling" means a manufactured building as defined in s. 553.36(13) which is intended for single-family residential use, or a manufactured home as defined in s. 320.01(2)(b) which is constructed in whole or in part offsite and is treated as real property.

(2)(a) An offsite-constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

(c) This section does not prohibit a local government from applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards to offsite-constructed residential dwellings, provided such standards apply equally to site-built single-family dwellings permitted in the same district. A local government may adopt compatibility standards that are limited to the following architectural features:

1. Roof pitch.

2. Square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and the orientation of the home on the lot.

(d) A local government may not treat offsite-constructed residential dwellings differently than factory-built buildings subject to s. 553.38 based on the method or location of construction.

(3) A local government may not adopt or enforce any zoning, land use, or development ordinance or regulation that conflicts with this section or s. 553.38, or that imposes different or more restrictive treatment on an offsite-constructed residential dwelling based on its method of construction or the presence of components built off site. Local government ordinances or regulations may not have the effect of excluding offsite-constructed residential dwellings and must be reasonable and uniformly enforced without any distinction as to the type of housing. Any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings.

Section 7. Present paragraphs (b) through (m) of subsection (1) of section 553.77, Florida Statutes, are redesignated as paragraphs (c) through (n), respectively, a new paragraph (b) is added to that subsection, and present paragraph (c) of that subsection is amended, to read:

553.77 Specific powers of the commission.—

(1) The commission shall:

(b) By July 1, 2027, adopt by rule a uniform commercial building permit application to be used statewide for commercial construction projects and a

uniform residential building permit application to be used statewide for residential construction projects. To the extent feasible, the uniform commercial building permit application and the uniform residential building permit application adopted by the commission must be capable of integration with existing building permit software systems used by local governments and must account for local amendments to the Florida Building Code.

(d)~~(c)~~ Upon written application by any substantially affected person or a local enforcement agency, issue declaratory statements pursuant to s. 120.565 relating to new technologies, techniques, and materials which have been tested where necessary and found to meet the objectives of the Florida Building Code. This paragraph does not apply to the types of products, materials, devices, or methods of construction required to be approved under paragraph (g) ~~(f)~~.

Section 8. Paragraphs (a), (b), (c), and (f) of subsection (1) and paragraph (a) of subsection (24) of section 553.79, Florida Statutes, are amended, and paragraphs (g), (h), and (i) are added to subsection (1) of that section, to read:

553.79 Permits; applications; issuance; inspections.—

(1)(a) Unless otherwise provided by law, after the effective date of the Florida Building Code adopted as herein provided, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency, be delegated authority to issue such permits, upon the payment of such reasonable fees adopted by the enforcing agency. The enforcing agency is empowered to revoke any such permit upon a determination by the agency that the construction, erection, alteration, modification, repair, or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of the Florida Building Code. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. A plans reviewer or building code administrator who is responsible for issuing a denial, revocation, or modification request but fails to provide to the permit applicant a reason for denying, revoking, or requesting a modification, based on compliance with the Florida Building Code or local ordinance, is subject to disciplinary action against his or her license pursuant to s. 468.621(1)(i). Installation, replacement, removal, or metering of any load management control device is exempt from and shall not be subject to the permit process and fees otherwise required by this section.

(b) A local enforcement agency shall post each type of building permit application, as adopted by the commission, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency shall ~~must~~ post and update the status of every received application on its website until the issuance of the building permit. A local enforcement agency shall allow applicants to submit completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~must be able to be submitted~~ electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. A building official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~may also be submitted~~ in person in a nonelectronic format~~, at the discretion of the building official~~.

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application. Inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency.

(g)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property.

2. The exemption under subparagraph 1. does not apply to any of the following:

a. Work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

b. Any electrical, plumbing, structural, mechanical, or gas work performed on property containing a single-family dwelling. A construction

project may not be divided into more than one project for the purpose of evading the requirements of this paragraph.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

(h)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:

a. The wall or barrier is nonhabitable and non-load-bearing.

b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.

c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwaters from entering a structure or property.

d. The wall or barrier is installed by a contractor licensed under part I of chapter 489.

e. The wall or barrier complies with applicable local zoning, drainage, easement, and setback requirements.

2. The exemption under subparagraph 1. does not apply to work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this paragraph.

5. The commission may adopt rules under s. 120.54 to incorporate necessary standards to implement this paragraph.

(i) If a retaining wall spans more than one lot or parcel, a local government that issues building permits must issue a permit for a retaining wall for the project as a whole and may not require a building permit for each

lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse.

(24)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et. seq.; or

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; or

3. Imposes a glazing requirement that results in the glazing of more than 15 percent of the surface area of the primary facade for the first 10 feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district. For purposes of this subparagraph, the term:

a. "Glazing" means the installation of transparent or translucent materials, including glass or similar substances, in windows, doors, or storefronts. The term includes any actual or faux windows to be installed on a building facade.

b. "Primary facade" means the single building side housing the primary entrance to the building.

Section 9. Section 553.791, Florida Statutes, is amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions <u>such as e-mail or submission through an electronic fill-in form available on the building department's website or through a third-party submission management software</u>.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) "Electronic transmission" or "submitted electronically" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices<u>, documents, and applications</u> provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) "Electronically posted" means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) "Immediate threat to public safety and welfare" means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (7) ~~(6)~~, the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (7) ~~(6)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.

(n) "Private provider" means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term "private provider" also includes a person who holds a standard certificate under part XII of chapter 468.

(o) "Private provider firm" means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) "Registration" means the roster of authorized private provider firms held by each local enforcement agency.

(q)~~(p)~~ "Request for certificate of occupancy or certificate of completion" means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.

2. A certificate of compliance from the private provider required under subsection (15) ~~(13)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(r)~~(q)~~ "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(s)~~(r)~~ "Site work" means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(t)~~(s)~~ "Stop-work order" means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon explicit written authorization from the fee owner, may choose at any time to use a private provider to provide plans review or building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a ~~written~~ contract

between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon explicit written authorization of the fee owner. A copy of such written authorization must be submitted to the local building official. The local enforcement agency may not require the contract to be provided as part of the permit application or as a condition for issuing a permit. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider; ~~however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement

agency forfeits the ability to collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.

(e) A local government or local building official may not require additional forms beyond those required at registration, except for the written notice required under subsection (5), if a fee owner or the fee owner's contractor uses a private provider.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A local enforcement agency must create a registration system for private providers and private provider firms working in the local enforcement agency's jurisdiction. A local enforcement agency must have a method to register and update registration information electronically. The local enforcement agency may not charge an administrative fee for registration or updates to a registration. The private provider or private provider firm must provide its contact information and verify compliance with the licensure requirements of paragraph (1)(n) or paragraph (1)(o), as applicable, and the insurance requirements of subsection (20). The private provider or private provider firm must register with the local enforcement agency in the jurisdiction in which the provider or firm is working before contracting to provide services in such jurisdiction. The private provider or private provider firm must update its registration within 5 business days after any change to the provider's or firm's contact information, licensure, or insurance coverage.

(5)~~(4)~~ A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form ~~to be~~ adopted by the commission. The local enforcement agency may not alter the form. This notice must ~~shall~~ include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail address of each private provider who is performing or will perform such services, his or her professional license or certification number, ~~qualification statements or~~

~~resumes,~~ and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

> I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(6)~~(5)~~ After construction has commenced ~~and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling~~, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services for a single-trade inspection for a single-family or two-family dwelling by notifying the local building official of the owner's or contractor's intention to do so ~~by 2 p.m. local time, 2 business days~~ before the next scheduled inspection using the notice provided for in paragraphs (5)(a), (b), and (c) ~~(4)(a)-(c)~~.

(7)~~(6)~~ A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes.

For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official. A local enforcement agency must accept electronically submitted affidavits.

(8)(a) The local building official may not review plans, construction drawings, or any other related documents determined by a private provider to be compliant with the applicable codes, except to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance.

(b) The local building official may review other forms and documents required under this section for completeness only. The local building official must provide written notice to a permit applicant of any incomplete forms or documents required under this section no later than 10 business days after receipt of a permit application or, if the permit application is relating to a single-trade plans review for a single-family or two-family dwelling, no later than 5 business days after receipt of a permit application, and an affidavit from the private provider as required in subsection (7). The written notice must state with specificity which forms or documents are incomplete.

~~(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections.~~ If the local building official does not provide such ~~a~~ written notice ~~of the plan deficiencies~~ within the prescribed time period, the permit ~~application~~ must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(c)~~(b)~~ If the local building official provides a written notice ~~of plan deficiencies~~ to the permit applicant of any incomplete forms or documents required under this section at the time of plan submission within the

prescribed time period, such ~~the~~ time period is tolled pending resolution of the matter. To resolve the issues raised in the notice ~~plan deficiencies~~, the permit applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit revisions to correct the issues ~~deficiencies~~.

(d)~~(c)~~ If the permit applicant submits revisions, the local building official has the remainder of the tolled 10-day or 5-day time period plus 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~. Any subsequent review by the local building official is limited to the issues ~~deficiencies~~ cited in the original written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(e)~~(d)~~ If the local building official provides a second written notice ~~of plan deficiencies~~ to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the issues raised in the second notice ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit additional revisions to correct the issues ~~deficiencies~~. For all revisions submitted after the first revision, the local building official has an additional 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete. If the local building official does not provide the notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~.

(9)~~(8)~~ A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(10)~~(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection.~~ The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours,

weekends, or holidays. ~~The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections.~~ A deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or the representative of the private provider before being concealed. ~~Reinspection or reaudit fees shall not be charged by~~ The local jurisdiction may not charge reinspection or reaudit fees as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(11) A local enforcement agency is not responsible for the regulatory administration or supervision of building code inspection services performed by a private provider hired by a fee owner or the fee owner's contractor. A local enforcement agency may not require additional verification of licensure or insurance requirements beyond that which is required at registration.

(12)~~(10)~~ If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (7) ~~(6)~~, the local building official must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(13)~~(11)~~ If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official ~~pursuant to subsection (9)~~. A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(14)~~(12)~~ Upon completing the required inspections at each applicable phase of construction, the private provider shall record such inspections on a form provided by the commission ~~acceptable to the local building official~~. The form must bear the written or electronic signature of the private provider or the private provider's duly authorized representative. These inspection

records must ~~shall~~ reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 4 ~~2~~ business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 4 ~~2~~ business days if the record is electronically posted or transmitted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted or transmitted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. A local building official may not fail any inspection performed by a private provider for not having the inspection records at the job site if the inspection records have been electronically transmitted to the local building official within the 4-business-day requirement. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(15)~~(13)~~ Upon completion of all required inspections, the private provider firm shall prepare a certificate of compliance, on a form provided by the commission ~~acceptable to the local building official~~, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The certificate of compliance may be signed by any qualified licensed individual employed full time by the private provider firm under whose authority the inspection was completed. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

> To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(16)(a)~~(14)(a)~~ The local building official may only perform building inspections of construction that a private provider has determined to be compliant with the applicable codes if the local building official has knowledge that the private provider did not perform the required inspections. If the local building official has such knowledge, the local building official must provide to the private provider written notice of the facts and circumstances upon which the local building official relied for such knowledge before performing a required inspection. The local building official may

review forms and documents required under this section for completeness only. No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide ~~a~~ notice to the applicant of any incomplete forms or documents required under this section ~~identifying the specific deficiencies, as well as the specific code chapters and sections~~.

(b) If the local building official does not provide notice of any incomplete forms or documents ~~the deficiencies~~ within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified issues ~~deficiencies~~, the applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit a corrected request for a certificate of occupancy or certificate of completion.

(17)~~(15)~~ If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(18)~~(16)~~ For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or entity.

(19)(a)~~(17)(a)~~ A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

~~(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).~~

(b)~~(c)~~ This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(c) A local enforcement agency may not prohibit or limit private providers from using virtual inspections if a virtual inspection is not prohibited by any applicable code.

(20)~~(18)~~ A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term "construction cost" means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years after ~~subsequent to~~ the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best's rating of A. Before providing building code inspection services within a local building official's jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(21)~~(19)~~ When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under

chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s. 468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider's performance of building code inspection services shall be conducted by the applicable professional board.

(22)~~(20)~~ A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency's internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. The private provider or private provider firm must be given notice of each audit to be performed at least 5 business days before the audit. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(23)~~(21)~~ The local government, ~~the~~ local building official, and ~~their~~ building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act. The local government, local enforcement agency, local building official, and building code enforcement personnel may not prohibit or discourage the use of a private provider or a private provider firm.

(24)~~(22)~~ Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider or a private provider firm, or may employ a licensed building inspector as described in s. 468.603(5)(a) or a person who holds the same licensure or certification as a private provider, to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

Section 10. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2.~~1.~~ Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3.~~2.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is 7,500 square feet or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4.~~3.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or nonresidential buildings that are less than 25,000 square feet.

5.~~4.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6.~~5.~~ Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with s. 553.794 to obtain a site-specific building permit.

7.~~6.~~ Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program ~~administered by the Department of Commerce~~, unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

However, the local government may not require the waiver of the time-frames in this section as a condition precedent to reviewing an applicant's building permit application.

Section 11. Paragraph (c) is added to subsection (1) of section 720.3035, Florida Statutes, to read:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(1)

(c) An association or any architectural, construction improvement, or other such similar committee of an association may not require a building permit to be issued by a governmental authority to a parcel owner as a prerequisite for review by the association or committee concerning the construction of structures or improvements on the parcel.

Section 12. This act shall take effect July 1, 2026.

Approved by the Governor May 6, 2026.

Filed in Office Secretary of State May 6, 2026.

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Approval of Resolution 2026-44, Updated Building Permit Fees

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Building permit inspection fee Reso, Exhibit "A" - Building Permit Fees August 2026, 2026-63

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

House Bill 803, codified at Chapter 2026-63, Laws of Florida, which was enacted in the most recent legislative session, prohibits local government from charging for Building Permit fees based upon the cost of the project, and now provides that the permit and inspection costs are limited to the actual costs incurred by the building department related to processing and administering a permit. In compliance with the new statute, the proposed fees capture the actual costs incurred by the building department related to each permit, but do not exceed those costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

NA

FISCAL IMPACT:

Adoption of the resolution will bring the Building Permit fees into compliance with Florida statutes.

RECOMMENDATION:

It is recommended that the City Comission adopt the resolution.

BACKGROUND/DISCUSSION:

It has been common practice throughout the State of Florida to charge building permit fees based upon the cost of the construction project. The past and current editions of the Florida Building Code also recognize this. However, the new statute requires this to be changed. City staff has reviewed the actual costs incurred relative to plans review and inspections and the proposed fee schedule ensures that the City captures all of these costs, but does not exceed the costs actually incurred, in compliance with the statute. It should be noted, however, that in some cases the permit and inspection fees will be higher than they would have been if based upon project costs.

The new statute also requires the City to exempt certain residential projects under $7,500 from the requirement to obtain a permit and also requires the City to discount permit and inspection fees for those projects using a private provider of inspection services. The fee schedule recognizes these requirements.

RESOLUTION NO. 2026 – 44

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING REVISED BUILDING PERMIT AND INSPECTION FEES; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted House Bill 803, codified at Chapter 2026-63, Laws of Florida; and

WHEREAS, the Legislation prohibits local governments from charging building permit inspection fees which are based upon the declared cost of construction, which has heretofore been the normal method for charging inspection fees; and

WHEREAS, the Legislation does allow local governments to charge for the "actual inspection costs incurred by the local enforcement agency" with the "local enforcement agency" being in this case the City of DeLand; and

WHEREAS, the Legislation also prohibits the local enforcement agency from charging inspection fees which exceed the actual inspection costs incurred by it; and

WHEREAS, it is the intention of the City to fully comply with the Legislation by revising its inspection fees to be based upon the actual costs incurred by the City for those inspections; and

WHEREAS, it is also the intention of the City to recover complete compensation for the actual costs incurred by the City for the inspections, but not any amount in excess of the actual costs incurred, from the responsible party, as opposed to subsidizing inspections, which is in the best interests and most fair to the City's taxpayers; and

WHEREAS, the City has carefully evaluated its inspection related costs in arriving at the inspection fees which are the subject of this Resolution and recognizes that the change brought about by the Legislation will result, in many cases, in higher overall inspection fees being charged for construction projects; and

WHEREAS, the proposed revised Building Permit Fees, a schedule of which is attached hereto as Exhibit "A", is based upon the actual costs incurred by the City for conducting building permit inspections.

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

Section 1. Legislative Intent and Findings.

The foregoing recitals are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Fee and Charge Schedule; Exhibit.

(a) The City Commission hereby repeals all prior resolutions covering the inspection fees addressed by this Resolution.

(b) The City Commission hereby approves the revised Building Permit and Inspection Fee Schedule attached hereto as Exhibit "A" and the fees and charges in the attached Exhibit "A" are hereby authorized and directed to be collected in accordance with the provisions of the applicable provisions of Florida Law and of the Code of Ordinances of the City of DeLand.

(c) This Resolution shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission.

Section 3. Implementing Administrative Actions.

The City Manager, or his designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Severability.

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

Section 6. Effective Date.

This Resolution shall become effective on October 1, 2026.

PASSED AND DULY ADOPTED this 17th day of August, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Christian D. Gowan, MPA, CMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Building Permit & Inspection Fee Schedule

Residential one and two-family: Single-family, Townhouses, Duplexes	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Permit Fee (See Note 3)	$0.40 sq. ft.
(Zoning review fee may apply)	
Inspection	$100.00 per required inspection
Commercial Tier 1: Factory, Storage, Utility	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Permit Fee (See Note 3)	$0.45 sq. ft.
(Fire Marshal review fee & Zoning review fee may apply)	
Inspection	$100.00 per required inspection
Commercial Tier 2: R1, R2 (includes multifamily), R4	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Permit Fee (See Note 3)	$0.45 sq. ft.
(Fire Marshal review fee & Zoning review fee may apply)	
Inspection	$100.00 per required inspection
Commercial Tier 3: Business, Mercantile	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Permit Fee (See Note 3)	$0.45 sq. ft.
(Fire Marshal review fee & Zoning review fee may apply)	
Inspection	$100.00 per required inspection
Commercial Tier 4: Assembly, Educational, High-Hazard, Institutional	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Permit Fee (See Note 3)	$0.50
(Fire Marshal review fee & Zoning review fee may apply)	
Inspection	$100.00 per required inspection
Consideration For The Use Of A Private Provider	
Plan Review	25% Reduction in calculated fees
Inspection	25% Reduction in calculated fees
Partial Inspection	$75.00 per Inspection (25% reduction from $100 charge)

Residential one and two-family: Single-family, Townhouses, Duplexes	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	$0.20
Mechanical	$0.10
Electrical	$0.10
Plumbing	$0.10
Gas	$0.05
Commercial Tier 1: Factory, Storage, Utility	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	$0.25
Mechanical	$0.15
Electrical	$0.15
Plumbing	$0.15
Gas	$0.15
Commercial Tier 2: R1, R2 (includes Multifamily), R4	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	$0.30
Mechanical	$0.20
Electrical	$0.20
Plumbing	$0.20
Gas	$0.15
Commercial Tier 3: Business, Mercantile	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	$0.30
Mechanical	$0.20
Electrical	$0.20
Plumbing	$0.20
Gas	$0.15
Commercial Tier 4: Assembly, Educational, High-Hazard, Institutional	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	$0.40
Mechanical	$0.30
Electrical	$0.30
Plumbing	$0.30
Gas	$0.20
Plan Revision Review Fee	$30.00 per page

Construction Not Under Roof	Flat Fee
Decks, Docks, Ramps, Boardwalks, etc.	$300.00 (plus Zoning review fee and Inspection fees)
Cell Tower Permits (See Note 1)	Flat Fee
Cell Tower Alterations	$500.00 (plus Fire Marshal review fee, Inspection fees & Zoning review fee)
New Cell Towers	$600.00 (plus Fire Marshal review fee, Inspection fees & Zoning review fee)
Demolition Permits	Flat Fee (plus Inspection fees)
Demolition of Structure (partial or total)	$300.00
Interior Exploratory Demolition	$200.00
Generator Permits (See Note 1)	Flat Fee (plus Inspection fees)
Generator Residential	$200.00 (plus Zoning review fee)
Generator Commercial	$400.00 (plus any Fire Marshal review fee & Zoning review fee)
Foundation Permits	
Townhome Foundations	$100.00 per unit (plus Zoning review fee)
All other Foundations	Based on Total Sq. Ft.
Plan Review	$0.15
Inspection	$100.00 per required inspection
Manufactured Home Permits	Flat Fee
Manufactured Homes	$400.00 (plus Inspection fees & Zoning review fee)
Modular Home Permits	Based on Total Sq. Ft.
Modular Homes	50% of Single-Family Construction Fees (plus Inspection fee & Zoning review fee)
Moving Any Building or Structure (See Note 1)	Flat Fee
Moving Any Building or Structure	$500.00 (plus Inspection fee & Zoning review fee)
Repair Work and Exterior Alteration Permits (See Note 1)	Flat Fee (plus Inspection Fees)
Exterior Wall and Soffit Coverings	$250.00
Exterior Doors and Windows	$250.00
Foundation Repairs	$300.00
Re-roof or Roof Re-cover	$350.00
Structural Repairs (Roof, Walls, Floor Systems, etc.	$500.00
Other Repair Work Not Listed	$250.00
Retaining Wall Permits	Flat Fee
Retaining Walls	$350.00
Sign Permits (See Note 1)	Flat Fee (plus Inspection fee & Zoning review fee)
Wall-mounted signs (one sign per permit)	$250.00
Monument Signs and Pole-mounted Signs (one sign per permit)	$350.00
Face Change/Painted/vinyl lettering	Zoning review fee only
Temporary Signs	$25.00
Solar Installation Permits	Flat Fee (plus Inspection fees)
Solar Photovoltaic Systems (residential)	$350.00
Solar Photovoltaic Systems (commercial)	$500.00 plus square footage Electrical review fee per Tier level
Stand Alone Trade Permit for Work Not Listed (See Note 2)	Flat Fee (plus Inspection fees)
Building Only	$150.00
Mechanical Only	$150.00
Electrical Only	$150.00
Plumbing Only	$150.00
Gas Only	$150.00
Swimming Pools	**Flat Fee**
Above-Ground Pools	$250.00 (plus Inspection fees & Zoning review fee)
In-Ground Pools	$800.00 (plus Inspection fees & Zoning review fee)

Pool Enclosures (screen cage)	$500.00 (plus Inspection fees & Zoning review fee)
Commercial Fence and Fence Enclosing a Pool (residential)	$150.00 (plus Inspection fees & Zoning review fee and where required Fire Department review fees)
Submittal Fees (See Note 5)	Flat Fee
Commercial Permit	$200.00
Residential Permit	$100.00
Pre-Check Commercial	$200.00
Pre-Check Residential	$100.00
Inspection Fees	
Inspection (per required inspection)	$100.00
Partial inspection	$100.00
After hours inspection fee	$100.00 per hour/minimum 3 hours
Reinspection Fee for the First and Second Inspection.	$100.00
Reinspection Fee for the third and subsequent inspections for the same item.	$300.00
Other Fees	
Access Drive Permit Fee	$50 per Driveway
Changing of contractor, licensed professional or subcontractor	$100.00
After permit issuance change to Private Provider (Note 6)	$1,200.00
Permit/Permit application Extensions & Reissuance Requests (Each Request)	$100.00
Temporary Certificate of Occupancy (valid for 30 days)	$150.00 per 30-day period
Technology Fee	5% of the Permit Fee
Plan Review	$100.00 per hour/minimum 1 hour
Plan Review for the third comment addressing the same item.	3 times the Plan Review Hourly Rate/minimum 1 hour
Certificate of Occupancy	$100.00
Letter of Completion	$50.00
State Surcharge Fee (See Note 4)	Based upon the respective State Statutes 553.721 and 468.631
Work without a permit	Double Permit Fee
Building Inspector Training Surcharge	$5.00 per permit
Credit Card Processing Fee	3% of the Transaction

Note 1: If mechanical, electrical, plumbing, or gas is required, the applicable base fee(s) for multi-trade projects will be added.

Note 2: For single-trade projects Plan Review and Inspections Fees will be applied

Note 3: For multi-trade projects based on sq. ft., the minimum base fee(s) will be utilized for each applicable trade when the fees assessed from sq. ft. do not meet $100.00.

Note 4: The minimum amount collected shall be $4.00.

Note 5: Applications requiring a Pre-check review are not subject to permit submittal fee.

Note 6: Includes reissuance of permit, administrative costs associated with the conversion process and documentation fees for the completed portion of the inspection process. The inspections fees for uncompleted inspections will be refunded.

The owner of a single-family dwelling or the owner's contractor is exempt from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property, unless the proposed work is listed in Section 553.79(1)(g)2, Fla. Stat. as it may be amended.

CHAPTER 2026-63

Committee Substitute for
Committee Substitute for House Bill No. 803

An act relating to building permits and inspections; amending s. 125.56, F.S.; providing for expiration of certain building permits issued by a county; providing construction; amending s. 287.056, F.S.; requiring the Department of Management Services to enter into and maintain state term contracts for building code inspection services; creating s. 468.634, F.S.; authorizing individuals to work in specified positions, for a specified timeframe, if they meet certain requirements; amending s. 489.129, F.S.; providing that certain persons are not subject to discipline for performing a job without applicable permits and inspections if otherwise authorized by law; amending s. 553.382, F.S.; prohibiting the Department of Business and Professional Regulation from denying a building permit for certain residential manufactured buildings; requiring that certain housing units be taxed in a certain manner; creating s. 553.385, F.S.; defining the terms "local government" and "offsite-constructed residential dwelling"; requiring that an offsite-constructed residential dwelling be permitted as of right in any zoning district where certain dwellings are allowed; prohibiting a local government from adopting or enforcing a certain zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than certain dwellings in the same district; providing construction; authorizing a local government to adopt compatibility standards for specified architectural features; prohibiting a local government from treating offsite-constructed residential dwellings differently than factory-built buildings based on the method or location of construction; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; prohibiting local government ordinances or regulations from having the effect of excluding offsite-constructed residential dwellings; requiring that such ordinances or regulations be reasonable and uniformly enforced without distinction as to type of housing; providing that any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings; amending s. 553.77, F.S.; requiring the Florida Building Commission to develop uniform commercial and residential building permit applications by a specified date; providing requirements for a uniform commercial building permit application; amending s. 553.79, F.S.; providing for expiration of certain building permits issued by a local government; providing construction; providing prohibitions for inspection fees; requiring a local government to exempt certain owners and contractors from building permit requirements for work valued below a specified amount; providing exceptions; prohibiting a construction project from being divided into multiple projects for a certain purpose; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

governments do not have a duty to certain persons; requiring local governments to exempt certain owners and contractors from requiring a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet certain requirements; providing an exception; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; authorizing the Florida Building Commission to adopt rules; requiring certain local governments to issue a building permit for the installation of certain retaining walls as a whole; prohibiting such local governments from requiring building permits for each lot or parcel under certain circumstances; prohibiting a political subdivision from imposing certain requirements for glazing on certain proposed construction or restoration projects; providing an exception; defining the terms "glazing" and "primary facade"; amending s. 553.791, F.S.; revising definitions and defining terms; requiring explicit written authorization from a fee owner for a contractor to use a private provider; requiring that such authorization be submitted to the local building official; deleting the requirement that a contract for certain services be in writing; providing that a contract for certain services does not need to be submitted as part of a permit application; providing requirements for reduced permit fees; prohibiting a local jurisdiction from charging punitive administrative fees or fees for plans review services; requiring that certain documents be promptly provided to certain persons; requiring local enforcement agencies to reduce permit fees by specified percentages under certain circumstances; providing that a local enforcement agency forfeits the ability to collect fees under certain circumstances; requiring that a surcharge be calculated based on the reduced permit fee; prohibiting local governments and local building officials from requiring additional forms; requiring local enforcement agencies to create a specified registration system that must have a method to register and update registration information electronically; prohibiting local enforcement agencies from charging an administrative fee to register or update registration information; requiring private provider firms to register with the local enforcement agency, provide certain information, and update their registration within a specified timeframe after changes occur; prohibiting local enforcement agencies from altering a form adopted by the commission; deleting the requirement that a private provider's qualification statements or resumes be included in a certain notice; deleting time restrictions for electing to use a private provider; requiring local enforcement agencies to accept a certain affidavit electronically; providing which forms and documents a local building official may review; providing notice requirements; providing that certain permits are deemed approved; providing that local enforcement agencies are not responsible for the administration or supervision of services performed by a private provider; prohibiting local enforcement agencies from requiring additional verification of certain requirements beyond that which is required at registration; revising the timeframe in which certain records must be provided; authorizing certain records to be electronically transmitted;

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

prohibiting local building officials from failing certain inspections; authorizing certain persons to sign certificates of compliance; providing requirements for local building officials who have knowledge that a private provider failed to perform an inspection; providing that virtual inspections may not be prohibited; requiring certain notice before an audit; prohibiting certain entities from discouraging the use of private providers; authorizing certain public entities to use a private provider firm or to employ a licensed building inspector to provide building code inspection services; amending s. 553.792, F.S.; requiring a local government to make certain decisions relating to certain building permits within a specified timeframe; amending s. 720.3035, F.S.; prohibiting an association or certain committees from requiring a building permit as a prerequisite for a certain review; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 125.56, Florida Statutes, is amended to read:

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(4)

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a county for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

Section 2. Present subsection (4) of section 287.056, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:

287.056 Purchases from purchasing agreements and state term contracts; vendor disqualification.—

(4) The department shall enter into and maintain one or more state term contracts with vendors for the purpose of providing building code inspection services as defined in s. 553.791.

Section 3. Section 468.634, Florida Statutes, is created to read:

468.634 Certification by endorsement during a state of emergency.—Notwithstanding any other law, a person may act in any of the following

positions under the direction of the local building official for a period of 1 year from the date of a declaration of a state of emergency issued by the Governor for a natural emergency, a manmade emergency, or a technological emergency as those terms are defined in s. 252.34, if such person has entered into a state term contract pursuant to s. 287.056, is qualified for such work in any state that has a mutual aid agreement pursuant to s. 252.40(2), or has held a valid license for such work in any state for 5 years immediately before the date of the declaration:

(1) Building code inspector.

(2) Building inspector.

(3) Coastal construction inspector.

(4) Commercial electrical inspector.

(5) Electrical inspector.

(6) Mechanical inspector.

(7) Plumbing inspector.

(8) Residential electrical inspector.

(9) Residential inspector.

(10) Plans examiner.

(11) Building plans examiner.

(12) Plumbing plans examiner.

(13) Mechanical plans examiner.

(14) Electrical plans examiner.

Section 4. Paragraph (o) of subsection (1) of section 489.129, Florida Statutes, is amended to read:

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed $10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible

officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

(o) Proceeding on any job without obtaining applicable local building department permits and inspections, unless otherwise provided by law.

For the purposes of this subsection, construction is considered to be commenced when the contract is executed and the contractor has accepted funds from the customer or lender. A contractor does not commit a violation of this subsection when the contractor relies on a building code interpretation rendered by a building official or person authorized by s. 553.80 to enforce the building code, absent a finding of fraud or deceit in the practice of contracting, or gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property on the part of the building official, in a proceeding under chapter 120.

Section 5. Section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on a lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Each housing unit located on a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 6. Section 553.385, Florida Statutes, is created to read:

553.385 Permitting and zoning of offsite-constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Offsite-constructed residential dwelling" means a manufactured building as defined in s. 553.36(13) which is intended for single-family residential use, or a manufactured home as defined in s. 320.01(2)(b) which is constructed in whole or in part offsite and is treated as real property.

(2)(a) An offsite-constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

(c) This section does not prohibit a local government from applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards to offsite-constructed residential dwellings, provided such standards apply equally to site-built single-family dwellings permitted in the same district. A local government may adopt compatibility standards that are limited to the following architectural features:

1. Roof pitch.

2. Square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and the orientation of the home on the lot.

(d) A local government may not treat offsite-constructed residential dwellings differently than factory-built buildings subject to s. 553.38 based on the method or location of construction.

(3) A local government may not adopt or enforce any zoning, land use, or development ordinance or regulation that conflicts with this section or s. 553.38, or that imposes different or more restrictive treatment on an offsite-constructed residential dwelling based on its method of construction or the presence of components built off site. Local government ordinances or regulations may not have the effect of excluding offsite-constructed residential dwellings and must be reasonable and uniformly enforced without any distinction as to the type of housing. Any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings.

Section 7. Present paragraphs (b) through (m) of subsection (1) of section 553.77, Florida Statutes, are redesignated as paragraphs (c) through (n), respectively, a new paragraph (b) is added to that subsection, and present paragraph (c) of that subsection is amended, to read:

553.77 Specific powers of the commission.—

(1) The commission shall:

(b) By July 1, 2027, adopt by rule a uniform commercial building permit application to be used statewide for commercial construction projects and a

uniform residential building permit application to be used statewide for residential construction projects. To the extent feasible, the uniform commercial building permit application and the uniform residential building permit application adopted by the commission must be capable of integration with existing building permit software systems used by local governments and must account for local amendments to the Florida Building Code.

(d)~~(c)~~ Upon written application by any substantially affected person or a local enforcement agency, issue declaratory statements pursuant to s. 120.565 relating to new technologies, techniques, and materials which have been tested where necessary and found to meet the objectives of the Florida Building Code. This paragraph does not apply to the types of products, materials, devices, or methods of construction required to be approved under paragraph (g) ~~(f)~~.

Section 8. Paragraphs (a), (b), (c), and (f) of subsection (1) and paragraph (a) of subsection (24) of section 553.79, Florida Statutes, are amended, and paragraphs (g), (h), and (i) are added to subsection (1) of that section, to read:

553.79 Permits; applications; issuance; inspections.—

(1)(a) Unless otherwise provided by law, after the effective date of the Florida Building Code adopted as herein provided, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency, be delegated authority to issue such permits, upon the payment of such reasonable fees adopted by the enforcing agency. The enforcing agency is empowered to revoke any such permit upon a determination by the agency that the construction, erection, alteration, modification, repair, or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of the Florida Building Code. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. A plans reviewer or building code administrator who is responsible for issuing a denial, revocation, or modification request but fails to provide to the permit applicant a reason for denying, revoking, or requesting a modification, based on compliance with the Florida Building Code or local ordinance, is subject to disciplinary action against his or her license pursuant to s. 468.621(1)(i). Installation, replacement, removal, or metering of any load management control device is exempt from and shall not be subject to the permit process and fees otherwise required by this section.

(b) A local enforcement agency shall post each type of building permit application, as adopted by the commission, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency shall ~~must~~ post and update the status of every received application on its website until the issuance of the building permit. A local enforcement agency shall allow applicants to submit completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~must be able to be submitted~~ electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. A building official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~may also be submitted~~ in person in a nonelectronic format~~, at the discretion of the building official~~.

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application. Inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency.

(g)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property.

2. The exemption under subparagraph 1. does not apply to any of the following:

a. Work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

b. Any electrical, plumbing, structural, mechanical, or gas work performed on property containing a single-family dwelling. A construction

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

project may not be divided into more than one project for the purpose of evading the requirements of this paragraph.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

(h)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:

a. The wall or barrier is nonhabitable and non-load-bearing.

b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.

c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwaters from entering a structure or property.

d. The wall or barrier is installed by a contractor licensed under part I of chapter 489.

e. The wall or barrier complies with applicable local zoning, drainage, easement, and setback requirements.

2. The exemption under subparagraph 1. does not apply to work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this paragraph.

5. The commission may adopt rules under s. 120.54 to incorporate necessary standards to implement this paragraph.

(i) If a retaining wall spans more than one lot or parcel, a local government that issues building permits must issue a permit for a retaining wall for the project as a whole and may not require a building permit for each

lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse.

(24)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et. seq.; ~~or~~

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; or

3. Imposes a glazing requirement that results in the glazing of more than 15 percent of the surface area of the primary facade for the first 10 feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district. For purposes of this subparagraph, the term:

a. "Glazing" means the installation of transparent or translucent materials, including glass or similar substances, in windows, doors, or storefronts. The term includes any actual or faux windows to be installed on a building facade.

b. "Primary facade" means the single building side housing the primary entrance to the building.

Section 9. Section 553.791, Florida Statutes, is amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions <u>such as e-mail or submission through an electronic fill-in form available on the building department's website or through a third-party submission management software</u>.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) "Electronic transmission" or "submitted electronically" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices<u>, documents, and applications</u> provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) "Electronically posted" means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) "Immediate threat to public safety and welfare" means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (7) ~~(6)~~, the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (7) ~~(6)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.

(n) "Private provider" means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term "private provider" also includes a person who holds a standard certificate under part XII of chapter 468.

(o) "Private provider firm" means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) "Registration" means the roster of authorized private provider firms held by each local enforcement agency.

(q)~~(p)~~ "Request for certificate of occupancy or certificate of completion" means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.

2. A certificate of compliance from the private provider required under subsection (15) ~~(13)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(r)~~(q)~~ "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(s)~~(r)~~ "Site work" means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(t)~~(s)~~ "Stop-work order" means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon explicit written authorization from the fee owner, may choose at any time to use a private provider to provide plans review or building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a ~~written~~ contract

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon explicit written authorization of the fee owner. A copy of such written authorization must be submitted to the local building official. The local enforcement agency may not require the contract to be provided as part of the permit application or as a condition for issuing a permit. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider; ~~however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement

agency forfeits the ability to collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.

(e) A local government or local building official may not require additional forms beyond those required at registration, except for the written notice required under subsection (5), if a fee owner or the fee owner's contractor uses a private provider.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A local enforcement agency must create a registration system for private providers and private provider firms working in the local enforcement agency's jurisdiction. A local enforcement agency must have a method to register and update registration information electronically. The local enforcement agency may not charge an administrative fee for registration or updates to a registration. The private provider or private provider firm must provide its contact information and verify compliance with the licensure requirements of paragraph (1)(n) or paragraph (1)(o), as applicable, and the insurance requirements of subsection (20). The private provider or private provider firm must register with the local enforcement agency in the jurisdiction in which the provider or firm is working before contracting to provide services in such jurisdiction. The private provider or private provider firm must update its registration within 5 business days after any change to the provider's or firm's contact information, licensure, or insurance coverage.

(5)~~(4)~~ A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form ~~to be~~ adopted by the commission. The local enforcement agency may not alter the form. This notice must ~~shall~~ include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail address of each private provider who is performing or will perform such services, his or her professional license or certification number, ~~qualification statements or~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~resumes,~~ and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

> I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(6)~~(5)~~ After construction has commenced ~~and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling~~, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services for a single-trade inspection for a single-family or two-family dwelling by notifying the local building official of the owner's or contractor's intention to do so ~~by 2 p.m. local time, 2 business days~~ before the next scheduled inspection using the notice provided for in paragraphs (5)(a), (b), and (c) ~~(4)(a)-(c)~~.

(7)~~(6)~~ A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes.

For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official. A local enforcement agency must accept electronically submitted affidavits.

(8)(a) The local building official may not review plans, construction drawings, or any other related documents determined by a private provider to be compliant with the applicable codes, except to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance.

(b) The local building official may review other forms and documents required under this section for completeness only. The local building official must provide written notice to a permit applicant of any incomplete forms or documents required under this section no later than 10 business days after receipt of a permit application or, if the permit application is relating to a single-trade plans review for a single-family or two-family dwelling, no later than 5 business days after receipt of a permit application, and an affidavit from the private provider as required in subsection (7). The written notice must state with specificity which forms or documents are incomplete.

~~(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections.~~ If the local building official does not provide such ~~a~~ written notice ~~of the plan deficiencies~~ within the prescribed time period, the permit ~~application~~ must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(c)~~(b)~~ If the local building official provides a written notice ~~of plan deficiencies~~ to the permit applicant of any incomplete forms or documents required under this section at the time of plan submission within the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

prescribed time period, such ~~the~~ time period is tolled pending resolution of the matter. To resolve the issues raised in the notice ~~plan deficiencies~~, the permit applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit revisions to correct the issues ~~deficiencies~~.

(d)~~(c)~~ If the permit applicant submits revisions, the local building official has the remainder of the tolled 10-day or 5-day time period plus 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~. Any subsequent review by the local building official is limited to the issues ~~deficiencies~~ cited in the original written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(e)~~(d)~~ If the local building official provides a second written notice ~~of plan deficiencies~~ to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the issues raised in the second notice ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit additional revisions to correct the issues ~~deficiencies~~. For all revisions submitted after the first revision, the local building official has an additional 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete. If the local building official does not provide the notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~.

(9)~~(8)~~ A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(10)~~(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection.~~ The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours,

weekends, or holidays. ~~The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections.~~ A deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or the representative of the private provider before being concealed. ~~Reinspection or reaudit fees shall not be charged by~~ The local jurisdiction may not charge reinspection or reaudit fees as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(11) A local enforcement agency is not responsible for the regulatory administration or supervision of building code inspection services performed by a private provider hired by a fee owner or the fee owner's contractor. A local enforcement agency may not require additional verification of licensure or insurance requirements beyond that which is required at registration.

(12)~~(10)~~ If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (7) ~~(6)~~, the local building official must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(13)~~(11)~~ If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official ~~pursuant to subsection (9)~~. A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(14)~~(12)~~ Upon completing the required inspections at each applicable phase of construction, the private provider shall record such inspections on a form provided by the commission ~~acceptable to the local building official~~. The form must bear the written or electronic signature of the private provider or the private provider's duly authorized representative. These inspection

records must ~~shall~~ reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 4 ~~2~~ business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 4 ~~2~~ business days if the record is electronically posted or transmitted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted or transmitted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. A local building official may not fail any inspection performed by a private provider for not having the inspection records at the job site if the inspection records have been electronically transmitted to the local building official within the 4-business-day requirement. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(15)~~(13)~~ Upon completion of all required inspections, the private provider firm shall prepare a certificate of compliance, on a form provided by the commission ~~acceptable to the local building official~~, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The certificate of compliance may be signed by any qualified licensed individual employed full time by the private provider firm under whose authority the inspection was completed. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

> To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(16)(a)~~(14)(a)~~ The local building official may only perform building inspections of construction that a private provider has determined to be compliant with the applicable codes if the local building official has knowledge that the private provider did not perform the required inspections. If the local building official has such knowledge, the local building official must provide to the private provider written notice of the facts and circumstances upon which the local building official relied for such knowledge before performing a required inspection. The local building official may

review forms and documents required under this section for completeness only. No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide ~~a~~ notice to the applicant of any incomplete forms or documents required under this section ~~identifying the specific deficiencies, as well as the specific code chapters and sections~~.

(b) If the local building official does not provide notice of any incomplete forms or documents ~~the deficiencies~~ within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified issues ~~deficiencies~~, the applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit a corrected request for a certificate of occupancy or certificate of completion.

(17)~~(15)~~ If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(18)~~(16)~~ For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or entity.

(19)(a)~~(17)(a)~~ A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

~~(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).~~

(b)~~(c)~~ This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(c) A local enforcement agency may not prohibit or limit private providers from using virtual inspections if a virtual inspection is not prohibited by any applicable code.

(20)~~(18)~~ A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term "construction cost" means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years after ~~subsequent to~~ the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best's rating of A. Before providing building code inspection services within a local building official's jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(21)~~(19)~~ When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under

chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s. 468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider's performance of building code inspection services shall be conducted by the applicable professional board.

(22)~~(20)~~ A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency's internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. The private provider or private provider firm must be given notice of each audit to be performed at least 5 business days before the audit. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(23)~~(21)~~ The local government, ~~the~~ local building official, and ~~their~~ building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act. The local government, local enforcement agency, local building official, and building code enforcement personnel may not prohibit or discourage the use of a private provider or a private provider firm.

(24)~~(22)~~ Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider or a private provider firm, or may employ a licensed building inspector as described in s. 468.603(5)(a) or a person who holds the same licensure or certification as a private provider, to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

Section 10. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2.~~1.~~ Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3.~~2.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is 7,500 square feet or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4.~~3.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or nonresidential buildings that are less than 25,000 square feet.

5.~~4.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6.~~5.~~ Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with s. 553.794 to obtain a site-specific building permit.

7.~~6.~~ Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program ~~administered by the Department of Commerce~~, unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

However, the local government may not require the waiver of the time-frames in this section as a condition precedent to reviewing an applicant's building permit application.

Section 11. Paragraph (c) is added to subsection (1) of section 720.3035, Florida Statutes, to read:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(1)

(c) An association or any architectural, construction improvement, or other such similar committee of an association may not require a building permit to be issued by a governmental authority to a parcel owner as a prerequisite for review by the association or committee concerning the construction of structures or improvements on the parcel.

Section 12. This act shall take effect July 1, 2026.

Approved by the Governor May 6, 2026.

Filed in Office Secretary of State May 6, 2026.

CITY OF DELAND
Request for Commission Action
August 17, 2026

SUBJECT: Consideration re: Approval of Resolution 2026-42, Authorizing Removal of One Historic Tree Located within the Boston Avenue City Right-of-Way

DEPARTMENT: Public Works

PREPARED BY:

ATTACHMENTS: Boston Ave Tree Removal Reso, Presentation - 722 N Boston Tree Removal Request

APPROVED BY: Michael Pleus, City Manager, August 12, 2026

SUMMARY/HIGHLIGHT:

Ray Bahrami, Engineering Director, on behalf of the City of DeLand Engineering Division, has requested permission to remove one historic tree located within the City's Boston Avenue right-of-way as part of a proposed capital improvements project to construct a sidewalk. The Land Development Regulations require that, before the removal of any historic tree should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 25" DBH historic Live Oak in fair condition. The applicant would like to remove the tree for a sidewalk improvement project along the Boston Avenue right-of-way.

At their May 12, 2026 meeting, the Tree Advisory Committee (TAC) recommended to table the request for further discussion at the next TAC meeting requesting the City Engineer of Record attend the June TAC meeting. At their June 8, 2026 TAC meeting, with the condition the proposed sidewalk improvement project is approved for construction, the Committee unanimously voted to recommend approval of the removal of the Live Oak tree located within the Boston Avenue right-of-way.

City staff recommends the removal be approved and that the required replacement be one tree from the City's List of Approved Tree Replacement Species with a minimum six-inch caliper.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community and Preparing for the Future/Sustainability

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item will require the removal of the tree by the City's Tree Division, the purchase of a replacement tree, and the installation and watering of the replacement tree using City Staff.

RECOMMENDATION:

At their June 8, 2026 TAC meeting, with the condition the proposed sidewalk improvement project is approved for construction, the Committee unanimously voted to recommend approval of removal of the Live Oak tree located within the Boston Avenue right-of-way.

Staff recommends that the City Commission approve the removal of the 25" DBH historic tree contingent on the approval and implementation of the Boston Avenue sidewalk project and with the requirement that the applicant replace the tree with one six-inch caliper canopy tree from the City's List of Approved Tree Replacement Species.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint with project location map.

RESOLUTION NO. 2026 –42

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED WITHIN THE BOSTON AVENUE RIGHT-OF-WAY AS PART OF A PROPOSED CAPITAL IMPROVEMENTS PROJECT TO CONSTRUCT A SIDEWALK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, the City of DeLand, is requesting permission to remove one (1) historic Live Oak tree located within the Boston Avenue right-of-way as part of a proposed capital improvements project to construct a sidewalk; and

WHEREAS, the City's Forester has determined that the subject tree is 25" DBH and is therefore historic, and is in fair condition; and

WHEREAS, on June 9, 2026, the Tree Advisory Committee (TAC) recommended approval for the removal of the Live Oak tree located within the Boston Avenue right-of-way on the condition that the proposed sidewalk improvement project is approved for construction; and

WHEREAS, staff determined the proposal recommended by the TAC would result in an unacceptable level of impact to the critical root zone of the historic tree and further recommended approval for the removal of the historic tree having a replacement requirement of planting one 6" caliper canopy tree from the City's List of Approved Tree Replacement Species.

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

Section 1. The City Commission hereby approves the request for removal of one 25" DBH historic tree located within the Boston Avenue right-of-way as part of a proposed capital improvements project to construct a sidewalk, subject to the conditions that the sidewalk project discussed in the preamble to this resolution is first approved for construction and that there be replacement of one 6" caliper canopy tree from the City's List of Approved Tree Replacement Species.

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

PASSED AND ADOPTED this 17th day of August, 2026.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Christian D. Gowan, MPA, CMC
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

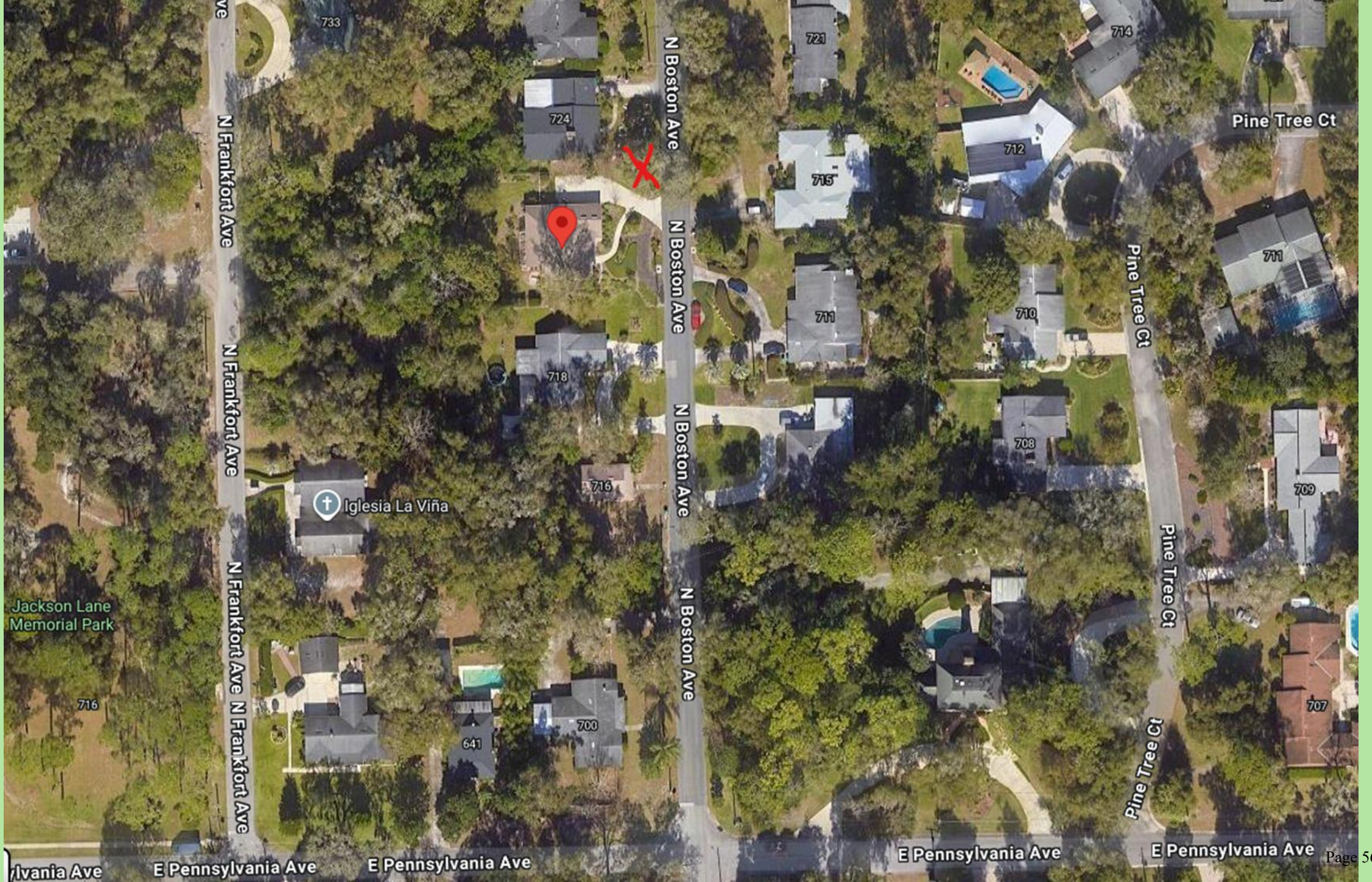
_____
Darren J. Elkind
City Attorney

722 N Boston Ave

Parcel#7009460000120

TREE26-013

The tree is located in the right-of-way to north of the driveway.


N Frankfort Ave
N Boston Ave
Pine Tree Ct
Iglesia La Viña
Jackson Lane Memorial Park
E Pennsylvania Ave
733
724
721
714
712
715
711
710
718
708
716
709
707
700
641


2 6
2 5
2 4
MADE IN U.S.A.

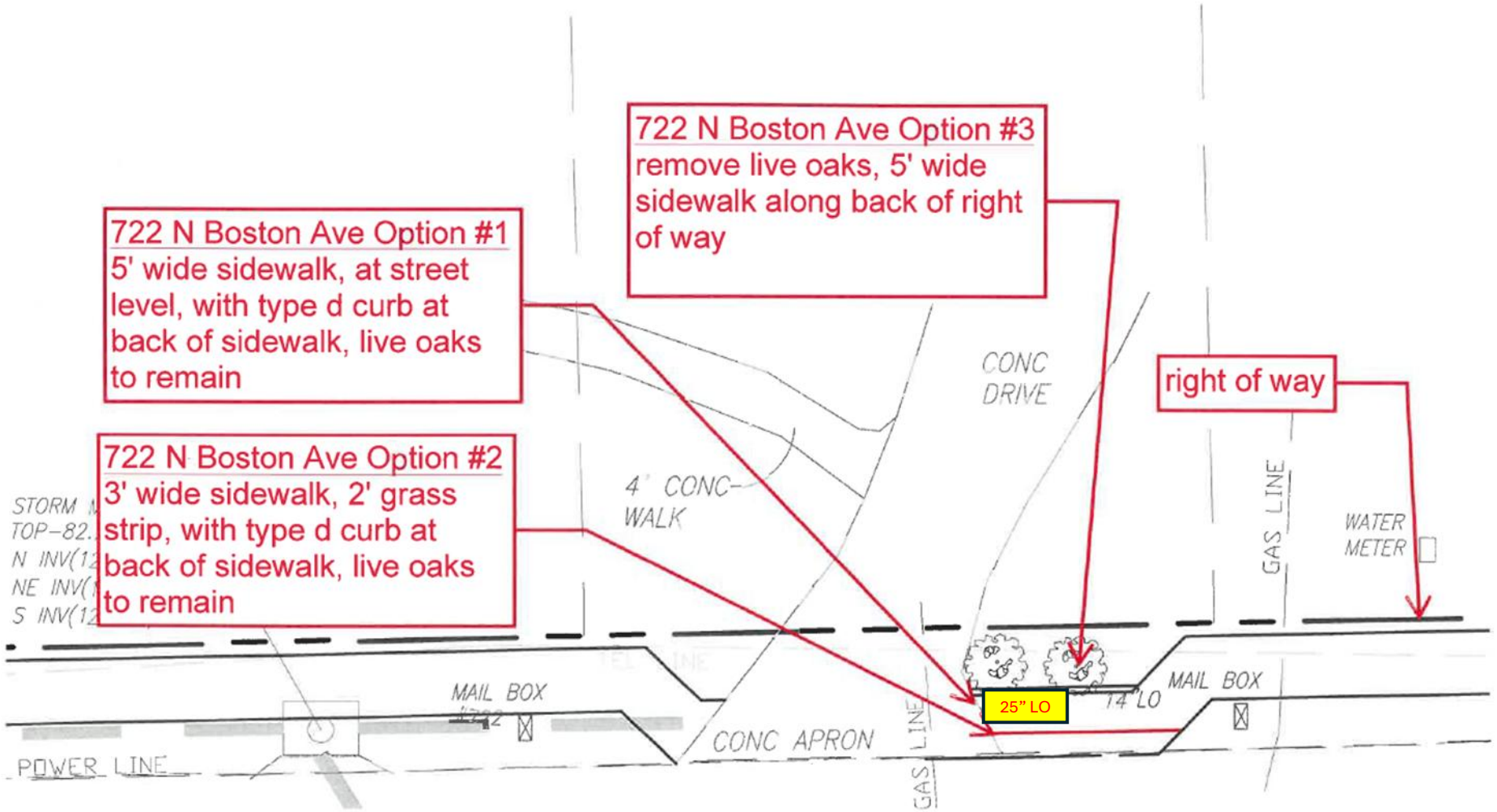





14" live oak
25" live oak
722 N Boston Ave Option #1
5' wide sidewalk, at street level, with type d curb at back of sidewalk, live oaks to remain


14" live oak
25" live oak
722 N Boston Ave Option #2
3' wide sidewalk, 2' grass strip, with type d curb at back of sidewalk, live oaks to remain


14” live oak
25” live oak
722 N Boston Ave Option #3
remove live oaks, 5’ wide
sidewalk along back of right
of way


722 N Boston Ave Option #1
5' wide sidewalk, at street level, with type d curb at back of sidewalk, live oaks to remain
722 N Boston Ave Option #2
3' wide sidewalk, 2' grass strip, with type d curb at back of sidewalk, live oaks to remain
722 N Boston Ave Option #3
remove live oaks, 5' wide sidewalk along back of right of way
right of way
CONC DRIVE
4' CONC WALK
GAS LINE
WATER METER
MAIL BOX
MAIL BOX
25" LO
14" LO
CONC APRON
POWER LINE
GAS LINE