



**CITY OF DELAND**  
**REGULAR MEETING OF THE DOWNTOWN COMMUNITY**  
**REDEVELOPMENT AGENCY**  
**JUNE 6, 2022 AT 6:30 PM**  
**CITY HALL, COMMISSION CHAMBERS**  
**120 SOUTH FLORIDA AVENUE**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**NEW BUSINESS**

1. Consideration re Extension to Utility Box Art Agreement with the Museum of Art, DeLand.

Consideration to approve an agreement to extend the terms of the Downtown Utility Box Art Program until August 31, 2027.

2. Consideration re Authorizing Easement Agreement for a New Historic Mural Located at 201 West Voorhis Avenue.

Consideration of an Agreement approving the maintenance of a new historic mural at 201 West Voorhis Avenue.

3. Consideration re Facade Grant for the Property Located at 120 North Woodland Boulevard.

The applicant, Randy Siegel, has requested a Facade Grant in the amount of \$5,000 for work involving exterior painting, window repairs and other facade improvements for the building located at 120 N Woodland Boulevard.

**ADJOURNMENT**

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 Downtown Community Redevelopment Agency meetings are not transcribed verbatim. If any person decides to appeal a decision made by the CRA 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 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 CRA's Agenda, please call the City Clerk's Office: 626-7132.

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

**CITY OF DELAND**  
**Request for Downtown Community Redevelopment Agency Action**  
**June 6, 2022**

**SUBJECT:** Consideration re Extension to Utility Box Art Agreement with the Museum of Art, DeLand.

**DEPARTMENT:** Admin Services

**PREPARED BY:** Michael Grebosz, Asst. City Manager

**ATTACHMENTS:** UBA Agreement Extension 2022

**APPROVED BY:** Michael Pleus, City Manager, May 31, 2022

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**SUMMARY/HIGHLIGHT:**

In 2017, the CRA and the Museum of Art, DeLand approved an agreement for the Downtown Utility Box Art Program. The program has been a successful partnership over the years and has proven to enhance the character of the downtown and provide additional space for public artwork. After discussion with representatives from the Museum, the artwork is in good condition and both parties would like to extend the terms of the existing agreement.

Staff is seeking CRA approval to allow for the continuation of the terms and conditions of the most recent agreement to be granted through August 31, 2027.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

There are numerous goals, strategies and action steps that support the redevelopment plan:

- Maintain or develop downtown events that bring people together for a wide range of recreational, cultural, and intellectual events.
- Foster an entrepreneurial environment that supports local and start-up businesses.
- Encourage historic preservation and restoration efforts.
- Maintain and improve the aesthetic appearance of the City.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that the CRA approve the extension agreement for the Downtown Utility Box Art Program.

**BACKGROUND/DISCUSSION:**

The agreement allows for the Museum to administer the utility box art program on public property in the downtown.

**EXTENSION TO UTILITY BOX ART AGREEMENT BETWEEN THE MUSEUM OF  
ART, DELAND, FLORIDA, INC. AND THE CITY OF DELAND DOWNTOWN  
COMMUNITY REDEVELOPMENT AGENCY**

**THIS EXTENSION TO UTILITY BOX ART AGREEMENT BETWEEN THE MUSEUM OF ART, DELAND, FLORIDA, INC. AND THE CITY OF DELAND DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY** (the "Extension") is entered into on the signature date(s) of the parties set forth below, between The Museum of Art, DeLand, Florida, Inc., a Florida not-for-profit corporation, with a principal place of business at 600 North Woodland Boulevard, DeLand, Florida 32720 (hereinafter referred to as the "Museum"), and the City of DeLand Downtown Community Redevelopment Agency, a dependent special district created under the provisions of the *Community Redevelopment Act* as codified in Chapter 163, Part III, *Florida Statutes*, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as the "Agency").

**WHEREAS**, parties to this Extension previously entered a document styled "Utility Box Art Agreement Between The Museum Of Art, DeLand, Florida, Inc. And The City Of DeLand Downtown Community Redevelopment Agency" (the "Original Agreement") the term of which, in accordance with Article 3 thereof, commenced in 2017 and terminated at the end of or within the Agency's current fiscal year which ends on September 30, 2022; and

**WHEREAS**, the parties to this Extension desire to extend the period of effectiveness of the Original Agreement and Article 12 of the Original Agreement requires that such action be taken by formal action of the parties in writing such as this Extension; and

**WHEREAS**, the parties to this Extension ratify and affirm all actions taken by the parties in the implementation of the Original Agreement and as well as the findings made in the Original Agreement and extend the term of the Original Agreement in accordance with its provisions and the Museum has no claim of any type or nature against the Agency (all references to the "City" in the Original Agreement shall refer to the Agency).

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for the other good and valuable consideration, the receipt of which is acknowledged by execution of this Extension, the parties agree and understand as follows:

- (1). The above recitals are true and correct and form a material part of this Extension upon which the parties have relied.
- (2). The Original Agreement is extended from the current date of termination through August 31, 2027.

(3). The funding levels set forth in Article 2 of the Original Agreement shall remain in place with the phrase "Five year supply of brochures" modified to be "Supply of brochures for term of Agreement".

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the days and year set forth herein.

**SIGNATURE BLOCKS FOLLOW:**

**CITY OF DELAND DOWNTOWN  
COMMUNITY REDEVELOPMENT  
AGENCY.**

\_\_\_\_\_  
Robert F. Apgar  
Mayor and Chair of the Agency  
Date: \_\_\_\_\_

**ATTEST:**

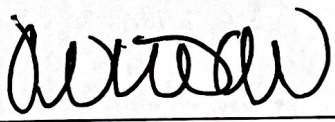
\_\_\_\_\_  
Julie A. Hennessy, MMC  
City Clerk – Auditor

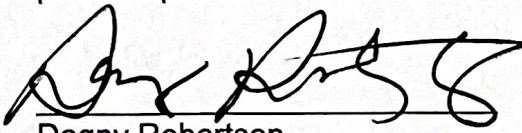
**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Darren J. Elkind, Esquire  
City Attorney and Agency Attorney

**ATTEST:**

**THE MUSEUM OF ART, DELAND,  
FLORIDA, INC.** a Florida not-for-profit  
profit corporation.

  
\_\_\_\_\_  
John Wilton  
Secretary

  
\_\_\_\_\_  
Dagny Robertson  
President  
Date: 5-4-2022

**CITY OF DELAND**  
**Request for Downtown Community Redevelopment Agency Action**  
**June 6, 2022**

**SUBJECT:** Consideration re Authorizing Easement Agreement for a New Historic Mural Located at 201 West Voorhis Avenue.

**DEPARTMENT:** Admin Services

**PREPARED BY:** Michael Grebosz, Asst. City Manager

**ATTACHMENTS:** City of DeLand Art Easement for Mural, Exhibit A- to Easement, Exhibit B-to Easement, Art Donation in Public Place Acceptance & Release Agreement

**APPROVED BY:** Michael Pleus, City Manager, May 31, 2022

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**SUMMARY/HIGHLIGHT:**

A new mural titled - The Hill - is planned to be painted at 201 West Voorhis Avenue. The mural artist is Courtney Canova who has painted many of the murals in downtown DeLand.

The Mural Art Committee's approval to proceed was contingent upon the Downtown CRA accepting the maintenance of the mural for the duration of its lifetime (10 years). It has been determined by the artist that over the lifetime of the mural \$2,000 or 20% of the value of the project would cover the maintenance.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

Preserving Sense of Community to promote our community's history, promote inclusiveness or solve important community issues.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The total fiscal impact for maintenance over the life of the mural is estimated at \$2,000, which will be incorporated into the annual mural maintenance budget of the Downtown CRA.

**RECOMMENDATION:**

It is recommended that the Board approve the agreement approving the maintenance of the mural located at 201 West Voorhis Avenue.

**BACKGROUND/DISCUSSION:**

The Mural Art Committee conditionally approved the mural at the May 23, 2022 meeting pending approval of long term maintenance by the CRA. All the historic murals downtown have to be maintained to preserve the art over time.

**Prepared by and Return to:**  
City of DeLand, Attn: Asst. City Manager  
City Hall  
120 S. Florida Avenue  
DeLand, FL 32720  
Tax Parcel Identification Number: 701610000120 (Altkey: 4607340).

**CITY OF DELAND ART EASEMENT FOR MURAL**

**THIS ART EASEMENT** is made and entered into this 1st day of June, 2022, by and between CHRISTOPHER BATISTA DBA 6 DEGREES ESTATES, LLC, whose address is 1040 N. Amelia Avenue, DeLand, Florida, hereinafter referred to as the “Grantor”, and the CITY OF DELAND, a municipality of the State of Florida, whose address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the “City”.

***WITNESSETH:***

(1). The City has adopted a process and program for the placement of public art in and on public and private locations throughout the City of DeLand in order to encourage and celebrate a diverse range of arts and cultural expressions in keeping with the DeLand's unique identity and sense of place, to build capacity and collaborations among artists and arts and cultural organizations and with other community interests, to expand awareness and opportunities for cultural participation, to promote life-long cultural learning through the arts and culture and to further integrate the arts and culture into DeLand's civic priorities.

(2). The efforts of the City culminate in the City expressing government speech using the public art that has been adopted by the City as governmental speech.

(3). The Grantor owns the property legally described in Exhibit “A” (attached hereto and incorporated herein) and is willing to make said property available to the City for the placement of public mural art (hereinafter the “Artwork”). The Artwork is described in Exhibit “B”, attached hereto and incorporated herein.

(4). The Artwork will be the property of the City and is, and forever shall be as long as it exists subject to the terms of the Easement, a component of the City’s public art collection and may be removed by the City as set forth herein.

**IN CONSIDERATION OF** the mutual promises and performances set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Grant of Easement.** The Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork described in Exhibit “B” on and in the real property described in Exhibit “A”, including any building and structure thereon (the “Property”). The location of the Artwork shall be as approved by the City; provided, however, that, upon the

Artwork being completed and the Grantor notifying the City's Risk/Safety/Events Manager of the completion of the Artwork; then the Grantor shall have 3 days within which to object to the Artwork and the Grantor shall, thereupon, repaint the place on which the Artwork was placed in accordance with controlling laws, rules and regulations. Upon such repainting, this Easement shall terminate. The City's Risk/Safety/Events Manager shall file a Notice of Termination in the Official Records in such event.

**Section 2. Term of Easement.** This easement shall be for a period of ten (10) years from the date of execution. Unless terminated as provided in Section 1 or Section 3 the easement shall automatically renew thereafter for subsequent ten (10) year periods and shall remain in full force and effect unless and until terminated. Notwithstanding the foregoing, this easement may be terminated by the City upon delivery of a letter of termination to the Grantor providing for a period of 30 days for the artwork to be removed.

**Section 3. Termination.**

(a). At the expiration of the ten (10) year easement period, the easement may be terminated by either party upon 10 days written notice to the other party. The Grantor expressly agrees and warrants that upon expiration, the Artwork shall be removed at the Grantor's expense and the Property restored to its prior condition. The City may terminate the easement and shall remove the Artwork at the City's expense. Such removal shall occur within 30 days of the termination of the easement unless this period is extended in writing by the City.

(b). Within the initial ten (10) year easement term or at any time thereafter, the easement may be terminated by Grantor with the City's consent in writing upon Grantor's showing of any of the following:

- (1). that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
- (2). that the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
- (3). that the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or
- (4). that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor's reasonable use and enjoyment of the Property.

(c) The City shall not unreasonably withhold consent to termination upon the Grantor's satisfactory demonstration of any of the foregoing conditions of termination.

(d). The City may terminate the easement at any time at its sole discretion upon 10 days written notice to the Grantor, should the Grantor fail to substantially perform the Grantor's obligations under Section 4. Should the City elect to exercise this right of termination, the Grantor expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 30 days of the termination of the easement unless this period is extended in writing by the City.

**Section 4. Maintenance and Removal of Artwork.** The Grantor is, and shall be, responsible for the maintenance and, if necessary, repair, of the Artwork described in Exhibit "B" during the existence of the easement. However, the City has agreed to provide reasonable funding for the maintenance of the Artwork, and the City is authorized to enter upon the Property for the purpose of undertaking such maintenance. The City may, however, remove the Artwork from the property, if in the sole judgment of the City, the Artwork is being excessively damaged or is cost-prohibitive to maintain.

**Section 5. Right of Entry.** The City shall have the right to enter the Property described in Exhibit "A" during normal business hours and at all other times that the City deems necessary or appropriate with advance approval of the Grantor, for any and all of the purposes described in this easement.

**Section 6. Binding Effect.** The easement granted herein shall run with the land and be binding upon and inure to the benefit of the Grantor and the City and their representatives, successors or assigns, and any person or entity acquiring any right, title or interest in the property.

**Section 7. Contractual Relationships and Assignment.** This easement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. The parties shall not assign this easement without the prior written consent of the other.

**Section 8. Notices.** Notice shall be made to the following address, unless otherwise provided for in writing:

For the City:

Kieu N. Moses  
Risk/Safety/Events Manager  
City of DeLand  
120 South Florida Avenue  
DeLand, Florida 32720

For the Grantor:

**Section 9. Amendments.** The parties expressly reserve the right to modify this easement, from time to time, by mutual agreement. No modification or amendment of the provisions of this easement shall be effective unless in writing and signed by authorized representatives of the parties.

**Section 10. Remedies.** The parties acknowledge that breaches of this easement will effect substantial harm to the public interest which harm is difficult or impossible to prove actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach of this easement shall be entitled to specific performance of the terms of this easement, and each of them, as well as reasonable attorney's fees (and associated legal costs and expenses) and any other remedies available at law or in equity. The rights under this easement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

**Section 11. Invalidity of Particular Provisions.** Should any term, provision, condition or other portion of this easement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**Section 12. No Waiver.** No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this easement.

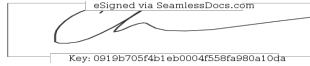
**Section 13. Indemnifications And Obligations.** The City hereby indemnifies the Grantor for the liability of the City contemplated in Section 768.28, *Florida Statutes*, but only to the extent and limits specifically set forth therein. The Grantor hereby indemnifies the City for the Grantor's actions and to provide for insurance that insures all activities relating to the installation of the Artwork on the Property. For the purposes of this easement, the phrase "grantor's actions" shall include all aspects of premises liability under controlling Florida law and all aspects of the services provided by the artist notwithstanding the fact that the Artwork constitutes governmental speech or the provisions of Section 768.1355, *Florida Statutes*, which is commonly known as the "*Florida Volunteer Protection Act*".

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

**SIGNATURE BLOCKS FOLLOW:**

Signed, sealed and delivered  
in the presence of witnesses:

**6 Degrees Estates, LLC**



\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Christopher Batista, P.O. Box 1411  
DeLand, FL 32721

\_\_\_\_\_  
Printed Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

**ACKNOWLEDGMENT**

**STATE OF FLORIDA )**

**COUNTY OF VOLUSIA )**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of June, 2022 by \_\_\_\_\_. S/he is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

**AGREED TO BY:**

**CITY OF DELAND**

ATTEST:

\_\_\_\_\_  
Julie A. Hennessy, MMC  
City Clerk-Auditor

**By:** \_\_\_\_\_  
Michael P. Pleus, ICMA-CM  
City Manager  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**



**EXHIBIT A-201 W. VOORHIS AVE.**



© All Photometry



**ART DONATION IN PUBLIC PLACE  
ACCEPTANCE AND RELEASE AGREEMENT (MURAL)**

**THIS ART DONATION IN PUBLIC PLACE ACCEPTANCE AND RELEASE AGREEMENT (MURAL)** is made this 1st day of June, 2022 by and between COURTNEY CANOVA (“Artist”) whose address is 735 N. Cherokee Avenue, DeLand, FL 32724 and the CITY OF DELAND, a municipality of the State of Florida, whose address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720. The use of the word “City” herein means and includes the government of the City of DeLand and its officials, officers, employees, agents, servants, invitees, volunteers and guests.

**WITNESSETH:**

**WHEREAS**, both the Artist and the City believe public art is a tremendous asset to the City and the DeLand community; and

**WHEREAS**, the Artist will be creating a work of art (the “mural” or the “art work” herein as described in the Exhibit hereto) and although the Artist may be compensated by others for creating the mural, the Artist wishes to donate the art work to the City for use as public art; and

**WHEREAS**, the City is willing to accept the donation of the art work under the terms and conditions herein set forth and the Artist is desirous and willing to accomplish all actions relating to the Mural project subject to the provisions of this Agreement:

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Conveyance of Art Work.** The Artist hereby conveys by donation the art work, and its legal title, to the City, and the City hereby accepts the donation of the art work under the terms, qualifications and conditions as set forth in this Agreement. The Artist certifies that the art work is a unique work of art created by the Artist, and is not subject to third party claims of royalties, or copyright or trademark infringement. The Artist intends by this donation to give, convey, grant, transfer and relinquish all legal claim of right to title, royalties, copyright or trademark of the art work including, but not limited to, those rights of the Artist vested in the Artist under the *Visual Artists’ Rights Act of 1990*, as amended, and as codified in Title 17 of the *United States Code* as well as any and all other common law and statutory rights in and to the art work.

**Section 2. Acceptance of Art Work.** The City agrees and does hereby accept the foregoing donation of the art work, and City retains the right to relocate or permanently remove the art work from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the art work; or the need to access, repair and maintain public facilities as well as for any other reason determined to exist by the City.

**Section 3. Value of Art Work.** The City, in accepting the donated art work, has made no determination of the value of the donated art work, and makes no representations or assurances as to the value of the donated art work, for tax purposes or otherwise.

**Section 4. Extent of Rights; Release.** The art work and all rights relating to it including, but not limited to, copyright and ownership rights in the media in which the art work is stored, shall be the sole and exclusive property of the City. The Artist does hereby declare and warrant that the Artist is the copyright owner of the art work and has transferred to the City the permission and title for the City to use the art work to include, but not be limited to, the right to reproduce, publicly display and distribute the art work and to use the art work as a mural on the location on which the art work is painted as set forth in the Exhibit hereto. The Artist hereby grants ownership of the art work to the City and represents that the Artist has the legal right to do so.

**Section 5. Authorized Use of Art Work.** The Artist may request the City to authorize the use of the art work by the Artist. Such authorization shall be at the discretion of the City. In making any such request the Artist will identify the manner in which the art work will be used by the Artist. Nothing herein shall authorize the Artist to permit any other person to recreate, publish, or otherwise use the art work.

**Section 6. Binding Effect.** This Agreement, when executed, shall be fully binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

**Section 7. Governing Law; Venue.** This Agreement shall be governed by and construed pursuant to the laws of the State of Florida and the parties agree that venue with respect to any dispute or litigation shall be in Volusia County, Florida.

**Section 8. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

**Section 9. Counterparts.** This Agreement may be executed in several counterparts, including exhibits, and all documents so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

**Section 10. Entire Agreement; Integration.** This Agreement contains the entire understanding among the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties and being of equal dignity herewith.

**Section 11. No Waiver.** No consent or waiver, express or implied, by either party, to or of any breach or default by the other in the performance by the other of its obligations hereunder, shall be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party hereunder. Failure on the part of either party to complain of any act or failure to act of any other party, or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**Section 12. Effective Date.** This Agreement will become effective as of the date of the last signature of the parties and the signatories below represent that they have authority to take the actions set forth herein.

**SIGNATURE BLOCKS FOLLOW:**

Signed, sealed and delivered  
in the presence of witnesses:

[Signature]

Signature of Witness #1

Kieu N. Moses

Printed Name of Witness #1

[Signature]

Signature of Witness #2

Chris Graham

Printed Name of Witness #2

**ARTIST**

[Signature]

Courtney Canova, 735 N. Cherokee  
Avenue DeLand, FL 32724

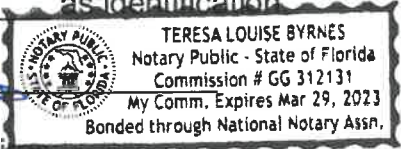
**ACKNOWLEDGMENT**

**STATE OF FLORIDA )**

**COUNTY OF VOLUSIA )**

The foregoing instrument was acknowledged before me by means of  physical  
presence or  online notarization, this 1 day of June, 2022 by Courtney Canova  
S/he is personally known to me or produced \_\_\_\_\_  
as identification

[Signature]  
**NOTARY PUBLIC**  
My commission expires \_\_\_\_\_



**AGREED TO BY:**

**CITY OF DELAND**

**ATTEST:**

\_\_\_\_\_  
Julie A. Hennessy, MMC  
City Clerk-Auditor

**By:** \_\_\_\_\_  
Michael P. Pleus, ICMA-CM  
City Manager  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Darren J. Elkind, City Attorney



**CITY OF DELAND**  
**Request for Downtown Community Redevelopment Agency Action**  
**June 6, 2022**

**SUBJECT:** Consideration re Facade Grant for the Property Located at 120 North Woodland Boulevard.

**DEPARTMENT:** Community Development

**PREPARED BY:** Rick Werbiskis, Community Dev. Director

**ATTACHMENTS:** 120 Woodland Application, MSD Approval, 120 Woodland HPB Staff

**APPROVED BY:** Michael Pleus, City Manager, June 2, 2022

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**SUMMARY/HIGHLIGHT:**

The applicant, Randy Siegel, has requested a Facade Grant in the amount of \$5,000 for work involving exterior painting, window repairs and other facade improvements for the building located at 120 N Woodland Blvd. The proposed work was reviewed and approved by the Historic Preservation Board on October 7, 2021. The MainStreet DeLand Design Committee has reviewed the application and recommended its approval. The estimated total cost of the proposed work is \$60,000.

**STRATEGIC PLAN FOCUS AREA/ACTION STEP:**

Preserving "Sense of Community" as a key asset.

**SUSTAINABILITY:**

NA

**FISCAL IMPACT:**

The grant request is for the maximum allowance of \$5,000.

**RECOMMENDATION:**

Staff recommends approval of the grant as requested.

**BACKGROUND/DISCUSSION:**

The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the elements in creating a strong vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency has created a Façade Grant program that is designed to assist businesses in rehabilitating store fronts. This program is available to commercial properties within the downtown tax increment district. Matching Grants are available to downtown property owners or businesses for refurbishing facades. Eligible projects may receive Grant Awards of up to 75% of total project cost as a reimbursement for expenditures with no single grant exceeding \$5,000.

# DOWNTOWN DELAND

## FACADE IMPROVEMENT PROGRAM

The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the elements vital to creating a strong vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency has created a Façade Grant program that is designed to assist businesses in rehabilitating store fronts and publicly visible sides of buildings. This program is available to commercial properties within the downtown tax increment district. Matching Grants are available to downtown businesses or property owners for refurbishing publicly visible facades of buildings. Eligible projects may receive grant awards of up to 75% of total project cost as a reimbursement for expenditures, with no single grant exceeding \$5,000. Only one grant may be used for a specific project. The grant program will be administered by the MainStreet DeLand Association. The MainStreet staff will assist applicants through the grant process; however, it is the applicant's responsibility to meet the requirements of the grant program and all applicable City regulations.

***PLEASE NOTE: It is the expectation that all awarded grant projects will be completed with all documentation specified as necessary for payment submitted to the City of DeLand no later than September 30 of the year of the grant award.***

Attached are the following forms:

- A. Façade grant instructions
- B. Permit Requirements
- C. Architectural Guidelines
- D. Facade Grant Application
- E. Facade Grant Contract

MAINSTREET DELAND ASSOCIATION

100 N. Woodland Boulevard, Suite 4

(386) 738-0649 [MainStreetDeLand.org](http://MainStreetDeLand.org)

Call now for an appointment with a MainStreet Representative to discuss your project.

## FACADE GRANT INSTRUCTIONS

Name of owner or lessee Randy Siegel  
Address 120 N. Woodland Blvd.  
Phone: 386-837-9529 FAX:   
E-Mail cra.tina74@yahoo.com tina@insurance  
Building Owner if different from lessee

1. Applicant (owner/lessee) contacts MainStreet DeLand Association (MSDA) for a Grant Application. If the applicant is the lessee, written consent of the owner must be attached to the application.
2. MSDA representative reviews the process, including permitting needs, with the owner/lessee and/or their contractor/architect.
3. Owner/Contractor/Architect prepares a detailed outline of the proposed project. This will include:
  - a. Photographs, clearly showing existing conditions.
  - b. Detailed drawing, to approximate scale, showing proposed improvements.
  - c. Written specifications outlining scope of work.
  - d. Sample of colors to be used on facade and signs.
  - e. Project budget, showing estimates of all work items. (Copies of previously accepted Grant applications will be available to owners to be used as examples.)
4. MSDA representative meets with applicant to review the grant application prior to submission.
5. MSDA will then collect and review applications to insure all required documents are present and applications are complete.
6. MSDA will then forward the applications to designated City staff for preliminary review of building regulations, planning and historic preservation compliance.
7. After sign-off by City staff the grant applications deemed as compliant will be returned the MSDA for review and recommendation by the MSDA Design and Grant Review Committee.  

NOTE: Any grant applications flagged by City staff as problematic will be returned to the MSDA with comments from City staff attached. City staff and MSDA representatives will then meet to attempt to resolve any issues or concerns with a grant application.
8. MSDA Grant Committee meets to review the pre-screened project and if necessary makes recommendations for any necessary changes.
9. Upon approval by MSDA the grant requests are submitted to the CRA for review and approval.
10. MSDA informs applicant of funding decisions.
11. When approved by CRA, MSDA representative reviews the contract with the applicant and applicant obtains required signatures.
12. Applicant/Contractor presents final plans to the City building department for review of building regulations and historic preservation compliance.

*Note: Any unapproved deviation from approved proposal will void any grant funding.*

**FACADE GRANT INSTRUCTIONS (continued)**

13. Building department issues building permit.
14. Project work commences within 45 days of obtaining a building permit.
15. Upon completion, City of DeLand approves work and issues a Certificate of Completion to applicant
16. Applicant provides MSDA with documentation of project, permits, certificate of completion, canceled checks or paid receipts and makes a request for reimbursement.
17. MSDA inspects project to determine compliance with guidelines and issues a request to the City representative for reimbursement to the owner/lessee.

I have read and understand these instructions



Applicant

4/25/22

Date

Hyle Ann Bjorkland

Witness

4/25/2022

Date

## FACADE GRANT PERMIT REQUIREMENTS

Building Dept. Permits – City Hall 120 S Florida Ave. Ph: 626-7007.

Owner may act as their own contractor, but they will still need a building permit.

### **PERMITS WHICH MUST BE OBTAINED:**

Electrical  
Awnings  
Signage  
Renovation – Structural Renovation or Structural Aesthetic Changes

If grantee is in the Historic District paint colors must be approved by the City Historical Resource Coordinator Ph: 386-626-7013.

#### Note:

- Owners or grantees are responsible for meeting with the city building officials prior to grant application to find out the legal needs, permits, etc.
- Owner/grantee must comply with all relevant requirements.
- Owner/grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED:



Date:

4/25/22

Applicant

## ARCHITECTURAL GUIDELINES

1. The criteria utilized by the MainStreet DeLand Grant Committee will be based on the United States Secretary of the Interior's Standards of Historic Rehabilitation, and standards and guidelines adopted by the DeLand Historic Preservation Board and the MainStreet DeLand Association.
2. Changes to the facades of the buildings will not remove, alter, damage, or cover up significant architectural features of the building which are original or which reflect a major alteration or addition that has historic architectural value in its own right, or which help create a unified and attractive appearance to the building.
3. Changes to the facades of the buildings will either: a) partially or fully restore to the original appearance of the building based on actual evidence, including photographs, and written documentation, or b) represent a modern treatment which blends into and is compatible with the building and adjoining buildings or c) restore to an appearance consistent with the historic district.
4. Colors harmonious with the historic character of DeLand, as set by the DeLand Historic Preservation Board, are required. These colors may be seen at the City Building Department.
5. The size, color, and shape of all signs shall compliment the building, add to the historic character of the area and meet all applicable city regulations and guidelines.
6. Removal of paint or other coatings on building exteriors shall be undertaken with the gentlest means that are effective. Cleaning methods such as sandblasting, that damage the historic building materials are strongly discouraged.
7. General building maintenance is not eligible under this program.
8. No building that is subject to Code Enforcement action is eligible.

## GRANT AWARD CRITERIA

1. Removal of non-historical facades and signs.
2. Installation or rehabilitation of doors and windows.
3. Installation or rehabilitation of signs/canopies.
4. Painting.
5. Non-Repeat location within five years.

**FACADE GRANT APPLICATION**

Project: Exterior update  
Applicant/owner: Name: Randy Siegel  
Mailing Address: 416 Soft Shadow Lane Delray, FL 33413  
Property Address: 120 N. Woodland Blvd.  
E-Mail Address: tina@insuranceand.org rsiegel@insuranceand.org  
Daytime Phone: 386-837-9529 FAX #:   
Type of Facade Improvement Planned: Exterior paint/windows/medallions  
Estimated Cost of Project: \$ 60,000. Amount Requested \$ 5,000.00

(Maximum grant \$5,000; cannot be more than 75% of project cost)

I am applying for a "GREEN" project supplement and agree to provide proper documentation to demonstrate that I have complied with the supplement requirements. YES  NO

Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on facade and signs, if applicable.
4. Project budget with contractor estimates.

**AGREEMENT**

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the MainStreet Grant Committee and comply with the following:

1. Facade grants apply only to those commercial structures and buildings within the designated Downtown CRA.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city BEFORE beginning any work. No reimbursements will be received without the proper permits before work begins.
4. Project work must begin 45 days after permits are obtained.
5. Monies are for exterior improvements only and will be reimbursed upon completion and verification of work. (Any changes made to the facade that have not been approved by the MainStreet Grant Committee will not be funded.)

*Note: Any unapproved deviation from the approved proposal will void any grant funding.*

6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

**NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:**

1. CRA Approval.
2. Signed Contract Documents.
3. All required permits. (See Grant Permit Requirements on Application)

SIGNED: 

Applicant

Date: 4/25/22

**FACADE GRANT CONTRACT** (Page 1 of 2)

This agreement is made and entered into the 25 day of April, 2022 by and between the MainStreet DeLand Association, (hereinafter "Association") and Randy Siegel (hereinafter "Contractor") and Randy Siegel (hereinafter "Applicant"), for a grant project on the property located at 120 N. Woodland Blvd, for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

**CONTRACTOR AGREES:**

- A. To perform the work for the project set forth in the specifications attached hereto and made a part hereof in a workmanlike manner and all work shall be done in strict conformance with all applicable federal, state, county and city codes, laws, regulations and ordinances.
- B. After the approval of the project by the MainStreet Grant Committee and the DeLand Community Redevelopment Agency and within 45 days of obtaining all required permits, to commence the specified work, with such work to be completed with all documentation specified as necessary to receive payment no later than September 30<sup>th</sup> of the grant award year, including such extensions as may be granted by the MainStreet Grant Committee in writing.
- C. To guarantee all work performed by him/her for a period of one year against defects in workmanship and materials.
- D. To hold harmless the MainStreet Grant Committee and its individual members, the "Association" including its Executive Director and employees and the City of DeLand in the event of property damage, personal or physical injury occurs as a result of working on the project.
- E. The MainStreet Grant Committee or the City of DeLand does not pay the Contractor, and the Contractor shall not bill the MainStreet Grant Committee or the "Association" or the City. Reimbursement of \$ 5,000.00 shall be made by the City of DeLand to the Applicant upon contractor's completion of work, and the MainStreet Grant Committee and City of DeLand's on site inspection and acceptance of same. Contractor shall seek payment for their performance under the contract from the applicant.

**FAÇADE GRANT CONTRACT** (Page 2 of 2)

THE "ASSOCIATION" AGREES:

The work in progress will be inspected by the Association and the Association will work with the Applicant and the Contractor to ensure that the work meets the objectives of the Façade Grant Program. Neither the MainStreet Grant Committee nor the "Association" will be responsible for the quality of material and workmanship.

THE "APPLICANT" AGREES:

- A. To bear responsibilities to the Contractor for total cost of the project.
- B. To complete the project and submit to the City of DeLand all documentation specified as necessary to receive payment no later than September 30<sup>th</sup> of the grant award year.
- C. To maintain, with no substantial changes, the facade and improvements for ten (10) years unless otherwise agreed to by the MainStreet Grant Committee and the CRA.
- D. To submit to the guidelines of MainStreet Grant Committee and the CRA for the project.
- E. To hold harmless the MainStreet Grant Committee and its individual members, the "Association" including its Executive Director and employees and the City of DeLand in the event of property damage, personal or physical injury that occurs as a result of the project.

WITNESS the hands and seals of the parties hereto the date first written above.

BY: \_\_\_\_\_  
City of DeLand – CRA

BY: \_\_\_\_\_  
MainStreet DeLand Association

BY: owner - [Signature]  
Contractor

BY: [Signature]  
Owner

# ESTIMATE



**Tina Siegel**  
416 Soft Shadow Lane  
Debary, Florida 32731  
(386) 837-9529

## The Hess Group, LLC

P.O. Box 386  
Osteen, FL 32764  
Phone: (386) 222-9437  
Email: Waylon@thehessgroup.net

Estimate # 000064  
Date 09/28/2021  
PO # 120 N. Woodland Blvd.

Description	Total
Exterior Tile	\$2,750.00
Scope of work: Demo existing tile and install new. Labor and material pickup : \$2750 **All material to be purchased by customer**	
Exterior Paint and Repairs	\$24,151.60
Scope of work: Pressure wash all areas to be painted. Make all necessary repairs to walls, columns, and sills before paint. Paint all areas discussed with colors selected by customer. **Paint supplies are low at Sherwin Williams. May have to use Florida Paints which can match any Sherwin Williams color. **Price includes lift rental, (1 month rental) labor, and material**	
Misc work	\$2,200.00
Scope of work: -Remove window bars. Scrape off large pieces of rust and clear coat to maintain natural look. Reinstall window bars Labor and material: \$2200  -Bronze gutter on side of building. Not sure what needs to be done without seeing it from lift. Once lift is on site we will assess the gutter to provide an accurate price.	
<b>Subtotal</b>	<b>\$29,101.60</b>
<b>Total</b>	<b>\$29,101.60</b>

This estimate is valid for 15 days. A 50% deposit is required upon signing of contract to initiate project.

# **The Window Shoppe, LLC**

*Family Owned and Operated Since 1979*

1280 South Volusia Avenue

Orange City, FL 32763

386-775-4496

Customer:

Randy Siegel

120 N. Woodland Blvd.

Deland, FL 32720

407-718-6611

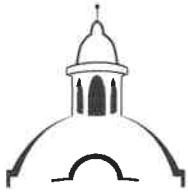
Date: 9/20/21

Order:

20 Windows white vinyl, Lowe Max, Argon gas, No grids, Insulated glass and ½ screens.

Removal, disposal, installed, City of Deland permit

	\$21,550.00
Replace rotten wood with PVC wood trim	
Replace plywood with Hardy Board- stucco finish	\$ 8,445.00
Total with tax	\$29,995.00



May 24, 2022

Nick Conte  
Economic Development Manager

Re: Downtown DeLand CRA Grant

Good afternoon Nick,

The MainStreet DeLand Design Committee has reviewed the Façade Grant application for 120 N. Woodland Blvd. and is recommending it for approval at the next CRA meeting.

The Application is attached with supporting documents.

Thank you for your consideration.

Wayne Carter

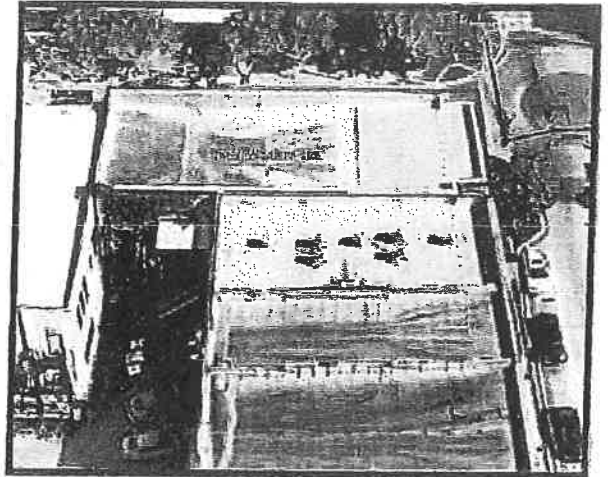
Executive Director

MainStreet DeLand Association



there are several improvements proposed by the owner:

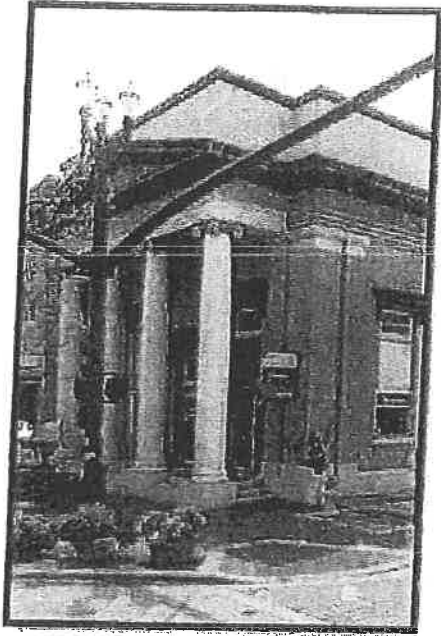
1. Remove and replace several deteriorated window, jambs and window trim
2. Paint the front columns and other building trim
3. Replace tiles on the front steps
4. Add medallion embellishments to the window spaces
5. Remove and update signage on the building



**FRONT** - The front of the building (east side adjacent to Woodland Blvd.) contains 3 doorways each with a window above the door. The southernmost doorway has been boarded up so as to not allow entry into the building. The center door, which permits access into the insurance agency, has a smaller window above the door that has been boarded up. The northernmost doorway allows entry into Manzano's. The applicant would like to remove the signage from above the doorways.



Also, on the front of the building, the applicant would like to repair holes and paint the columns in a color that is similar from the approved list of colors. The colors that the applicant has in mind include a light gray/green, with a trim color that's a bit darker green and a beige/cream (Dover White) color for the columns. The caps of the columns would be painted as well. There is tile on the front steps of the building and the owner would like to replace the tiles with a replacement material.



Dover White SW 6385

Coastal Plink SW 6182

PAVING SW 6149

There is signage attached at the corner of the building and the applicant proposes to remove the signs and replace them with more appropriate signage – perhaps metal signage depicting the history of the building.

**NORTH** - The building has a series of 5 large picture windows and a doorway along the north side of the building (Indiana). The owner states that they may have been added in the 1960's or 70's. The windows each contain 3 sections including a smaller window at the top, a center section (each boarded up) and windows along the bottom. The center panel of the fourth window from the east also includes a vent. Originally, the lower 2/3 of the window contained glass only and the wooden panels were added to disguise the floor created when the second floor was added.

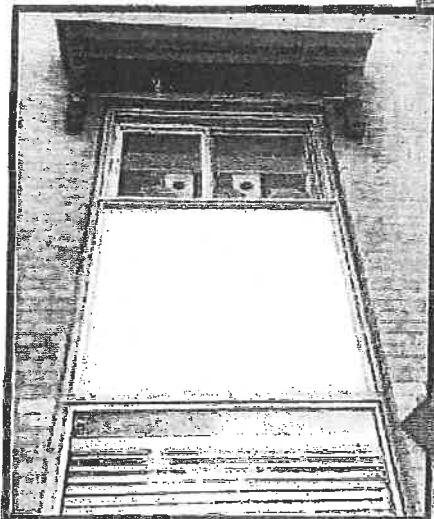
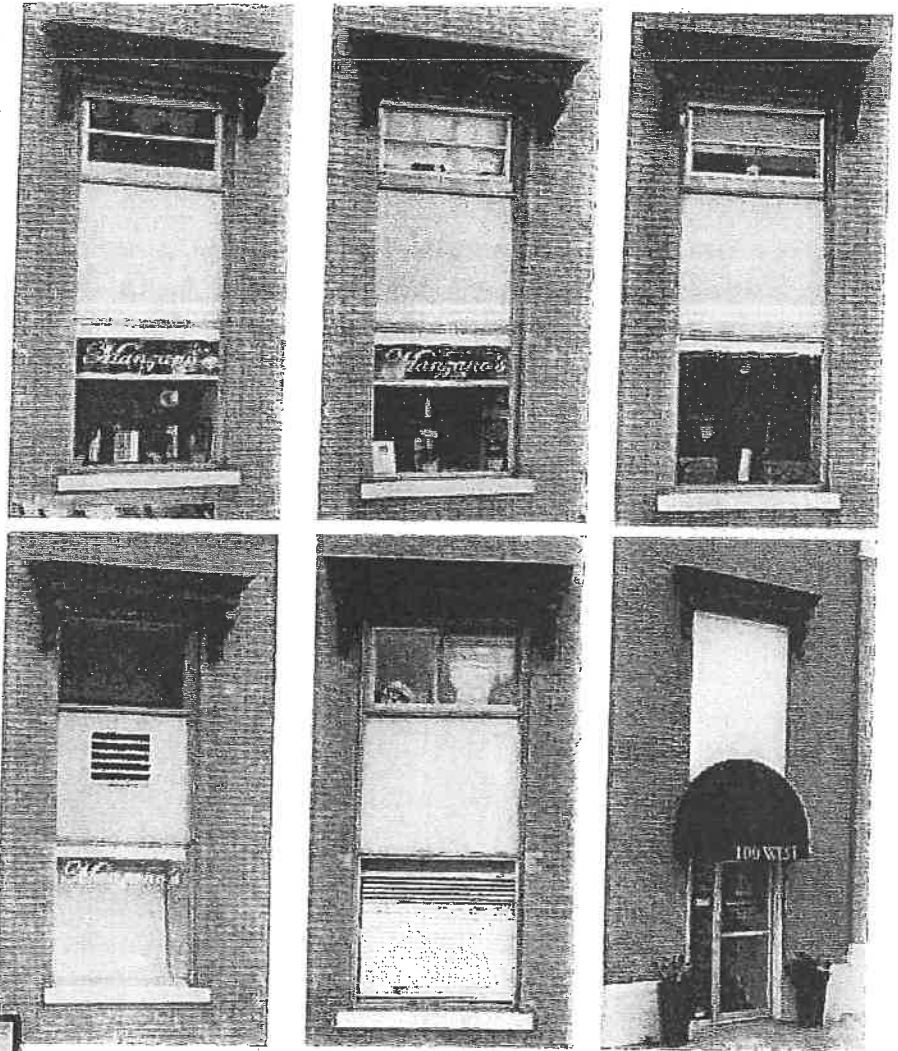
On the north elevation, the owner would like to replace the top portions of the windows and replace them with the style that mimics the window which slide from side to side. For the portion of the window with the wood panel, the applicant would like to replace them with a new panel, and attach a "medallion" to the center of the panel.



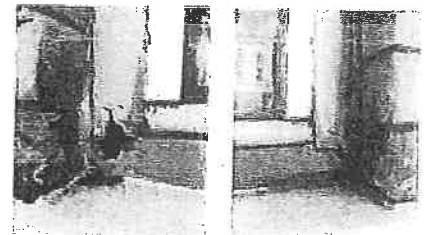
Trim along the top of the building has been painted and the applicant would like to repaint the bricks that have been painted to match the color scheme that has been selected.

On the north side of the building, there is a doorway leading to an upstairs business. There is an awning over the doorway that is to remain. As well, there is wood in the space that formerly housed a window. The wood will be replaced to match the others.

The property owner wishes to make repairs to the deterioration that has become evident in several of the windows. Only one of the five windows located on the north side of the building contains an original window at the top of the window. One of the windows does not contain a window and the other three have been replaced with aluminum windows. A number of the window sills and the jambs have begun to show evidence of rot and need replacement. In those instances where the windows can be restored, the owner wants to preserve them.



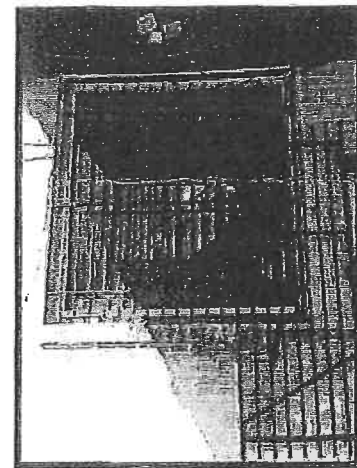
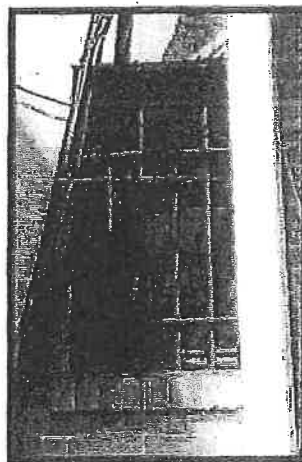
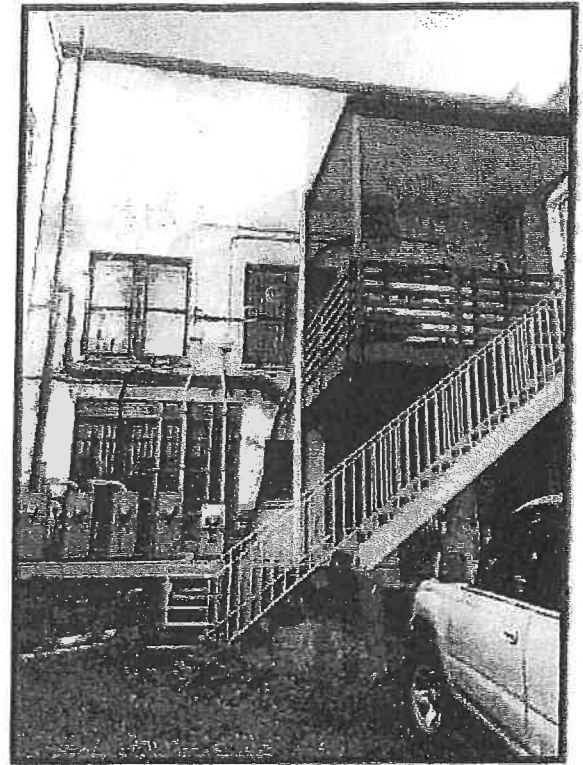
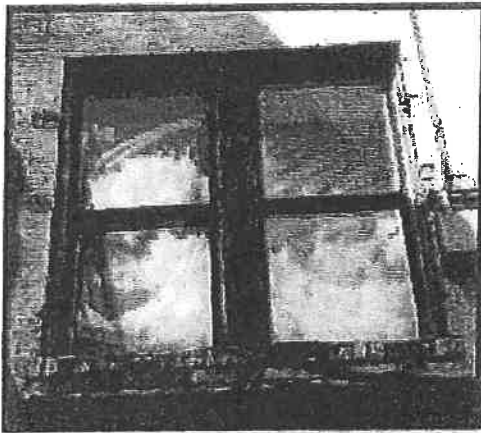
Depiction of the floor of the second story visible in the window.



Examples of deterioration

**REAR** - The rear of the building (south side) contains a single doorway into the building a picture-window covered with metal bars, a small window and a 3-section window that also has metal bars over it. The second story, which permits access into the residential unit via a stairway, contains a double doorway, and 2 double single-hung windows. One pair of windows has metal bars over it.

On the rear elevation, all of the windows, which are thought to be original to the building, show signs of deterioration. The iron bars that cover the windows are rusted, but appear to be salvageable and the owner would like to restore and replace them on the building. Those windows that are beyond repair would be replaced with the single-hung style of vinyl window. The lower window sill of the windows in the rear has a number of missing bricks. The applicant proposes to replace the missing bricks with ones that have been preserved from the site or that may be purchased at an architectural salvage.



Below are examples of the windows to be used as replacements for the building.

<p><b>ENERGYVUE® VINYL</b>  <b>Caseмент Picture Window</b>  <b>PWS440</b></p> <p>Caseмент picture windows maximize light and are ideal in any room where you want to see more of the view.</p>	<p><b>WINGUARD® VINYL</b>  <b>Single Hung Window</b>  <b>SH5500</b></p> <p>Customizable to fit your lifestyle, this easily operated hurricane window enhances security while providing exceptional durability and strength.</p>	<p><b>WINGUARD® VINYL</b>  <b>Horizontal Roller Window</b>  <b>HR5510</b></p> <p>Removable sashes allow for easy cleaning while SecureConnect patented-technology corner keys offer added strength.</p>
<p><b>All new windows (picture, horizontal roller and single hung) will have custom sizing to fit current space</b></p>		



In order to enhance the blank space in the window spaces that have been blocked off, the owner proposed to place an architectural medallion in the space. An example of the medallion and a depiction of the proposed locations is shown here.



We would like to propose adding an architectural medallion to each flat wood panel between the windows. The medallion would be round and painted the same approved green color as the trim. Total of 7 medallions, 5 on Indiana side and 2 on front of the building.

**Deteriorated features are being preserved where possible and new materials which match the original are replacing those deteriorated features.**

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**No such treatments are proposed in this application; the applicant is aware of damage caused by sandblasting and has stated a desire to protect the building from any further damage from previous sandblasting.**

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**No known archeological resources are being affected. (There are historic bank vaults that exist inside the building that have been maintained over the years.)**

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**The new materials that are proposed are meant to be compatible with the time period of the original building and enhance it.**

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**No new major features are being added and repairs utilizing materials thought to be original to the structure are to be used to make enhancements to the building.**

**Recommendation:**

The creation of consistency in the window selection is a good step toward creating a more well-designed building. The improvements that are proposed do not constitute major changes to the structure and the owner has stated a willingness to preserve materials that are salvageable. Staff approves of the request.

## **The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**This structure has been updated for new use and been in that use for several years. Many of the interior features are still in place although not in use as they were originally intended. Changes previously made to the building have resulted in changes to the exterior that are not typically acceptable but which have been in place for some time. (The boards added to the northern and front windows.)**

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**The current owner wishes to restore many of the original features and retain existing ones.**

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**The owners are replacing elements that were added with items that were more like the original features. The changes that were made to accommodate additions to the building are being amended to create a closer rendition of original features of the time period when the building was constructed.**

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**The changes that were added that do not convey the appropriate historic significance are requested for removal – i.e. the aluminum windows.**

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

**Removal of features that distract from the character of the building is to be undertaken.**

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**Deteriorated features are being preserved where possible and new materials which match the original are replacing those deteriorated features.**

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**No such treatments are proposed in this application; the applicant is aware of damage caused by sandblasting and has stated a desire to protect the building from any further damage from previous sandblasting.**

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**No known archeological resources are being affected. (There are historic bank vaults that exist inside the building that have been maintained over the years.)**

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**The new materials that are proposed are meant to be compatible with the time period of the original building and enhance it.**

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**No new major features are being added and repairs utilizing materials thought to be original to the structure are to be used to make enhancements to the building.**

#### **Recommendation:**

The creation of consistency in the window selection is a good step toward creating a more well-designed building. The improvements that are proposed do not constitute major changes to the structure and the owner has stated a willingness to preserve materials that are salvageable. Staff approves of the request.