



**CITY OF DELAND**  
**REGULAR MEETING OF THE CITY COMMISSION**  
**JANUARY 17, 2024 AT 7:00 PM**  
**CITY HALL, COMMISSION CHAMBERS**  
**120 SOUTH FLORIDA AVENUE**

**AGENDA**

**CALL TO ORDER**

**INVOCATION- Pastor Reggie Williams, Emmanuel Christian Church**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

1. Presentation, Holiday Lighting Contest Winner.
2. Certificate of Recognition Presented to DeLand Bulldogs Pop Warner Cheer and Dance Teams.
3. Certificate of Thanks and Appreciation Presented to the Leach Law Firm Community Engagement Team.
4. Certificate of Thanks and Appreciation Presented to Kelly Benge.
5. Employee Years of Service Awards.
6. Proclamation, DeLand Arbor Day.

**CONSENT AGENDA**

1. Consideration re Utility Service Agreement for 425 South Woodland Boulevard.  
Staff recommends that the City Commission approve the Utility Service Agreement for 425 South Woodland Boulevard.
2. Resolution Approving the Adoption of Lead Service Line Inventory for Lead Service Line Replacement.  
It is recommended that the City Commission approve the Lead Service Line Resolution and allow for the loan application to be completed with the State.
3. Resolution Approving FY 2023-2024 Budget Amendment.  
Presentation of a budget amendment for FY 2023/2024.
4. Resolution Approving Sole Source Purchase from Communications International, Inc.  
City staff recommends that the City Commission approve the proposed Sole Source Resolution.
5. Resolution Approving Federally-Funded Subaward and Grant Agreement for Hurricane Idalia.

Staff recommends the City Commission approve the Resolution authorizing the execution of the grant agreement and delegating the City Manager (who is registered in the FDEM electronic approval system) as the City's Authorized Agent to execute the agreement and any future modifications.

6. Resolution Approving Federally-Funded Subaward and Grant Agreement for Hurricane Nicole.

Staff recommends the City Commission approve the Resolution authorizing the execution of the grant agreement and delegating the City Manager (who is registered in the FDEM electronic approval system) as the City's Authorized Agent to execute the agreement and any future modifications.

7. Resolution Approving FAA Grant Award for Airport Taxiway A Mid-section Rehabilitation Construction Project.

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-031-2024 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

8. Consideration re Grant of Temporary Power Easement to Duke Energy, New Utility Administration Building, Located at 1102 South Amelia Avenue.

Staff recommends that the City Commission approve the easement granting Duke Energy the right to extend power service to the new Utility Administration Building located at 1102 South Amelia Avenue.

9. Consideration re Recommended Selection of Architectural Consulting Firm.

Staff recommends that the City Commission approve the recommended final ranking of Architectural Consulting firms and authorize staff to begin negotiations with the top ranked firm, JL2 Architecture.

## **PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT**

### **BOARD APPOINTMENT**

1. Consideration re Appointments to the DeLand Planning Board.

Request for the City Commission to make appointments to the DeLand Planning Board as recommended by staff.

2. Consideration re Appointments to the Historic Preservation Board.

It is recommended that the City Commission make the appointments/reappointments to the Historic Preservation Board for terms to expire October 1, 2026, as recommended by staff.

3. Appointments to Charter Review Committee 2023/24.

Request for the City Commission make the appointments to the Charter Review Committee as recommended by staff.

## **OLD BUSINESS**

1. Second Reading of Ordinance No. 2024-01, Amending Land Development Regulations Text to Modify Section 33-16.05 to Remove the Prohibition of “Medical Marijuana Treatment Center Dispensing Facilities,” and to Allow Said Facilities where Pharmacies are Allowed in Section 33-17.23, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-17.23 to Add “Medical Marijuana Cultivation Facilities” as an Allowed Use in the M-1 Zone District, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-12 to Add Definitions for “Medical Marijuana Cultivation Facilities” and “Medical Marijuana Treatment Center Dispensing Facilities.” First Reading 01-03-2024.

The City’s Land Development Regulations currently prohibit Medical Marijuana Dispensaries in the City. Over the past few years there have been several inquiries regarding Medical Marijuana Dispensaries. Staff has sought input from City Commission and has evaluated the anticipated impacts of a medical marijuana dispensary and found that it is a similar use with similar impacts as drugstores and pharmacies. As such, staff is proposing allowing medical marijuana dispensaries in the same zoning districts as drugstores and pharmacies.

## **NEW BUSINESS**

1. First Reading of Ordinance Amending Section 21-3, Camping Prohibited.  
Ordinance prohibiting camping on public property.
2. First Reading of Ordinance Amending Section 21-3, re Unlawful Storage of Personal Property.  
Ordinance prohibiting the storage of personal property on public rights-of-way and other public property.
3. First Reading of Ordinance Amending Section 21-3, Lying on Public Sidewalks, Streets, Alleyways and Benches.  
Ordinance amending City code relating to sitting or lying on public sidewalks, alleyways and rights-of-way.
4. Resolution Approving Architectural Revisions to the Approved Class IV Site Plan, DeLand Commons, Located at 225 West Woodland Boulevard.

The City Commission is requested to review and act upon proposed architectural changes to the approved elevations for the DeLand Commons mixed-use development.

## **CITY COMMISSION REPORTS**

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

## **CITY MANAGER REPORT**

## **CITY ATTORNEY REPORT**

## **CITY CLERK REPORT**

## **CITY COMMISSION**

### **ADJOURNMENT**

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

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

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

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

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

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

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

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

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





**The CITY OF DELAND**  
Volusia County, Florida

## *Certificate of Recognition*

*Presented to*

### *DeLand Bulldogs Pop Warner Cheer & Dance Teams*

*Tiny Mites – Pom – National Champions (undefeated season)*

*Mitey Mites – Sideline – 5<sup>th</sup> in the Nation*

*Junior Pee Wee – Sideline – 6<sup>th</sup> in the Nation*

*Pee Wee – Sideline and Pom – National Champions (undefeated season)*

*Junior Varsity – Sideline – 5<sup>th</sup> in the Nation Show Cheer – 6<sup>th</sup> in the Nation*

*Whereas, all five teams made it all the way to the Nationals, which is the first time DeLand has ever had all teams qualify for Nationals; and*

*Whereas, the teams received 12 trophies at the East Coast Conference, 7 trophies at Southeast Regionals and 3 National Champions trophies at Nationals; and*

*Whereas, Pee Wee has earned back-to-back National Championships in Pom; and*

*Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission, do hereby tender this certificate of public recognition to the DeLand Bulldogs Pop Warner Cheer & Dance Teams, extending congratulations to the hard-working athletes, dedicated and caring coaches, supportive families and Cheer Coach Megan Umiker for their remarkable accomplishment this season.*

*Done and proclaimed this 17<sup>th</sup> day of January 2024.*

*Attest*

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*Christopher M. Cloudman, Mayor*

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*Julie A. Hennessy, City Clerk - Auditor*



**The CITY OF DELAND**  
Volusia County, Florida

## *Certificate of Thanks & Appreciation*

*Presented to*

***The Leach Law Firm Community Engagement Team***

*Whereas, Central Florida business owner, Mario J. Hicks, initiated a program to provide Thanksgiving meals to those in need in 2017; and*

*Whereas, Mario's outreach began in his hometown of Sanford and quickly expanded to surrounding areas. Mario has partnered with DeLand native Clarence "Junior" Goosby, Attorney Carlos Leach with the Leach Law Firm and other sponsors to put on a major turkey giveaway in DeLand for the past two years; and*

*Whereas, the November 2023 turkey drive was able to provide over 300 turkeys to those families waiting patiently in line at the Tra Thomas Park, where residents were excited to see Mario Hicks and his OTC Towing Truck pull up bearing with turkeys, gift cards, desserts and side dishes; and*

*Whereas, Mario Hicks, Junior Goosby and the Leach Law Firm often collaborate with sponsors on community outreach in DeLand and the surrounding areas that includes book bag and school supply giveaways, toy drives, youth empowerment initiatives, small business pop up shops, "Say No to Gun Violence" workshops and much more.*

*Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission, do hereby tender our thanks and appreciation to Mario Hicks, Junior Goosby, and Carlos Leach and the Leach Law Firm for their contributions and community outreach to our DeLand residents.*

***Done and proclaimed*** this 17<sup>th</sup> day of January 2024.

*Attest*

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*Christopher M. Cloudman, Mayor*

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*Julie A. Hennessy, City Clerk - Auditor*



**The CITY OF DELAND**  
Volusia County, Florida

***Certificate of Thanks & Appreciation***  
***Presented to Kelly Bengé***

*Whereas, the Florida League of Mayors held their first-ever “Mayor E.L.F.” photo contest, and the City of DeLand won the state-wide competition thanks to the volunteer efforts of Kelly Bengé; and*

*Whereas, Kelly arranged for the Elves to visit many exciting places throughout the city, documenting their adventures along the way; and*

*Whereas, the Elves assisted in lighting the City of DeLand Christmas tree and witnessed the arrival of skydiving Santa Clause; and*

*Whereas, Kelly took them downtown to go shopping at Pretty Little Things, lunch at Tony’s Pizza, dessert at Mr. Bill’s Doughnuts, a photo op at the DeLand Wings and to meet with a real estate agent about relocating from the North Pole; and*

*Whereas, the Elves had ice cream from Rodeo Whip, climbed trees and played at Pioneer Park, played basketball at Earl Brown Park, and visited FloridaWild Veterinary Hospital with their doggy friend; and*

*Whereas, they visited Earl Brown Park and got to play a pickup game of basketball, they lost but had lots of fun; and*

*Whereas, they met up with Buddy the Elf at Chess Park, then enjoyed some wine and cheese at The Elusive Grape and went to see a show at the Athens Theater.*

***Now, therefore,*** I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the DeLand City Commission, do hereby extend this Certificate of Thanks & Appreciation to Kelly Bengé and call upon the citizens of this community to join me in recognizing her efforts to showcase DeLand in an award-winning PowerPoint submission.

***Done and proclaimed*** this 17<sup>th</sup> day of January 2024.

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Christopher M. Cloudman, Mayor

Attest

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Julie A. Hennessy, City Clerk - Auditor

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Employee Years of Service Awards.

**DEPARTMENT:** Human Resources

**PREPARED BY:** Mark Hayward, HR Director

**ATTACHMENTS:**

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

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.

15 Years of Service  
Belinda Williams-Collins, Planning

10 Years of Service  
John Eiff, Airport

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

N/A

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended the City Commission present the service awards.

**BACKGROUND/DISCUSSION:**

N/A



# The CITY OF DELAND

Volusia County, Florida

## Proclamation

*Whereas, the founding fathers of DeLand recognized the importance of trees as a source of beauty and shade in the community and initiated a tax rebate program as a reward for planting of the stately oaks that today grace our city; and*

*Whereas, in January 1988, DeLand observed Florida Arbor Day with the planting of more than two thousand trees; and*

*Whereas, Arbor Day is now observed throughout the nation and the world as a special event to promote the planting of trees; and*

*Whereas, trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

*Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

*Whereas, there is a source of joy and renewal where ever trees are planted; and*

*Whereas, annually the City holds an Arbor Day event for fourth grade students at a local elementary school; and*

*Whereas, this year's event is being held at George Marks Elementary on January 19, 2024; and*

*Whereas, the City of DeLand has received recognition as a "Tree City U.S.A." for thirty-eight consecutive years by the National Arbor Day Foundation and desires to continue its tree planting ways.*

*Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, Friday, January 19<sup>th</sup>, 2024 as:*

### *DeLand Arbor Day*

*and urge all citizens to support efforts to protect and care for our trees and woodlands.*

*Done and proclaimed this 19<sup>th</sup> day of January 2024.*

*Attest:*

*Christopher M. Cloudman, Mayor*

*Julie A. Hennessy, City Clerk - Auditor*

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Consideration re Utility Service Agreement for 425 South Woodland Boulevard.

**DEPARTMENT:** Utilities

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

**ATTACHMENTS:** 425 South Woodland

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The 425 South commercial project will be located at 425 South Woodland Boulevard in DeLand. The proposed commercial project will provide approximately twelve commercial and business offices 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 commercial project once constructed.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the attached Utility Service Agreement for 425 South Woodland Boulevard.

**BACKGROUND/DISCUSSION:**

N/A

**UTILITY SERVICE AGREEMENT  
FOR  
425 SOUTH**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of DeLand (City) and LAM Development, LLC (Developer) regarding utility service for the, 425 South 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 425 South Woodland Blvd, DeLand, FL and described as:

TAX PARCEL NUMBERS  
701601190070

ALL LOTS 7 & 10 & LOTS 1 4 5 8 & 9 EXC E 150 FT BLK 19 HOWRYS ADD DELAND MB 22 PG 1 PER OR 5167 PG 1563 PER OR 7455 PG 2098 PER OR 7475 PG 2616 PER OR 7548 PG 2821

**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:

- Connection to existing 6" water main with a 6" X 6" X 6" stainless steel tapping sleeve, 6" Gate Valve and approximately 10 LF+/- of 6" PVC pipe.
- Connect to existing 6" water main with 6" X 1 ½" epoxy coated tapping saddle with stainless steel straps, 1 ½" corporation valve, and approximately 10 LF+/- of 1 ½" polyethylene tubing.
- Connection to existing sewer stub with a 4" PVC pipe and installation of a clean out behind sidewalk.
- 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 onsite utilities will remain privately owned, operated and maintained in perpetuity by the property owner. This includes the onsite water piping, hydrant, backflow devices, onsite lift station, 2" force main, and 4" gravity lines with clean outs that will be installed by the developer. The City will maintain the water main up to the backflow devices and sewer stub out to backside of sidewalk.

**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.

LAM Development, LLC

CITY OF DELAND

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 \_\_\_\_\_, 2023 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of Lam Development, LLC who is ☐ personally known to me or ☐ who has produced, \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

#### Contact Information:

OWNER: LAM Development, LLC  
881 S. Hwy 17-92, Suite 104  
DeBary, FL 32713

ENGINEER: Michael Wojtuniak, 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: epl@epleng.net

SURVEYOR: Scott's Surveying Services, Inc.  
8 S. Hwy 17-92, Suite 8-A  
DeBary, FL 32713  
Phone: 386-668-7332  
Fax: 386-668-7337

#### Utility Contact

| <u>UTILITY TYPE(S)</u>        | <u>SERVICE AREA</u>    | <u>CONTACT</u>                           |
|-------------------------------|------------------------|------------------------------------------|
| TELEPHONE                     | AT&T/ DISTRIBUTION     | DINO FARRUGGIO (561)683-2729             |
| CATV                          | CHARTER COMMUNICATIONS | USIC DISPATCH OFFICE (CLS) (800)778-9140 |
| RECLAIMED WATER, SEWER, WATER | CITY OF DELAND         | JAMES BAKER (386) 626-7258               |
| ELECTRIC                      | DUKE ENERGY            | USIC DISPATCH (800)778-9140              |
| GAS                           | FL PUBLIC UTILITIES    | DAWN DECOSTA (386)624-8883               |

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**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving the Adoption of Lead Service Line Inventory for Lead Service Line Replacement.

**DEPARTMENT:** Utilities

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

**ATTACHMENTS:** Resolution

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The City of DeLand is currently conducting the required Environmental Protection Agency's (EPA) Lead Service Line Inventory that is required by October 2024. Once the inventory has been completed, the city will be required to start reducing the number of lead service lines in the inventory by a yet confirmed set date. The city was advised that the EPA currently has funded a five-year program with the state to assist with the replacement. All or up to fifty percent of the amount would be eligible for loan forgiveness.

A grant was submitted by McKim & Creed, one of our new Engineering partners, on behalf of the city for both a design cost of \$600,000 and possible future construction cost of \$8,500,000. In November 2023 the city was awarded a grant of up to \$300,000 toward the design cost and the remaining amount of the design money of \$300,000 will be funded as a State Revolving Fund Loan. Once the design has been completed, the city will then be eligible to be considered for the construction cost mentioned above.

As one of the requirements for this program, the attached resolution is required to complete the loan application process.

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

High Value Government.

**SUSTAINABILITY:**

Infrastructure.

**FISCAL IMPACT:**

The previous fiscal year budget of 22/23 has an allowance of \$79,925.00 in the Utility 4204 Division to design downtown water improvements. In addition, the current fiscal year budget has an allowance of \$586,560.00 in Utility 4204 Division for starting construction of the downtown improvements. So, funds are available to cover this matching grant at this time. Additional funds in the future, from the Downtown Fair Share Area would be an applicable source of matching funding.

**RECOMMENDATION:**

It is recommended that the City Commission approve the attached Lead Service Line Resolution and allow for the loan application to be completed with the state.

**BACKGROUND/DISCUSSION:**

It should be noted, that most of the original core area of the city is expected to show up with lead service line replacement needs.

## **RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR THE ADOPTION OF A LEAD SERVICE LINE INVENTORY FOR LEAD SERVICE LINE REPLACEMENT, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida State Revolving Fund loan program provides for loans to local government agencies to finance construction of water facilities; and

**WHEREAS**, the Florida Administrative Code requires the formal authorization by the City Commission to formally adopt a Lead Service Line Inventory outlining necessary drinking water improvements to comply with State of Florida funding requirements; and

**WHEREAS**, formal adoption of the proposed a Lead Service Line Inventory is required for the City of DeLand to participate in the State Revolving Loan Fund Program; and

**WHEREAS**, the City Commission of the City of DeLand, Florida agrees with the findings and summary of necessary activities as outlined in the Lead Service Line Inventory for the purpose of planning and design for lead service line replacement.

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

**Section 1.** The foregoing recitals are incorporated herein by reference and made a part hereof.

**Section 2.** The City of DeLand, Florida, formally approves and adopts the City of DeLand Lead Service Line Inventory for the implementation of planning and design activities for lead service line replacement.

**Section 3.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the adoption of the Lead Service Line Inventory.

**Section 4.** The City Manager is hereby designated as the authorized representative to execute the Lead Service Line Inventory which will become the foundation of all activities related to the water system improvements related thereto. The City Manager is also authorized to represent the City in carrying out the City's responsibilities under the Lead Service Line Inventory. The City Manager is also authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Lead Service Line Inventory.

**Section 5.** The legal authority for adoption of the Lead Service Line Inventory is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

**Section 6.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**Section 7.** If any section or portion 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 or any other section or part of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED and ADOPTED** this 17<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving FY 2023-2024 Budget Amendment.

**DEPARTMENT:** Finance

**PREPARED BY:** Daniel Stauffer, Finance Director

**ATTACHMENTS:** Resolution, FY23-24 Budget Amendment - Details

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The budget amendments proposed are detailed in the attached summary and recommended after review of actual first quarter expenditures. The amendments proposed are primarily revisions to reflect anticipated actual revenues and expenditures.

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

N/A

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

|                            |           |
|----------------------------|-----------|
| General Fund               | \$294,778 |
| Water & Sewer Fund         | \$350,000 |
| Airport Fund               | \$0       |
| Stormwater Fund            | \$0       |
| Permits & Inspections Fund | \$0       |

**RECOMMENDATION:**

Staff recommends the City Commission adopt the Resolution amending the FY 23/24 budget as presented.

**BACKGROUND/DISCUSSION:**

The City continues to see increases in costs, including various vehicles and equipment purchased throughout the City, as detailed in the attached summary. In addition, in the General Fund and Water & Sewer Fund, actual anticipated insurance costs exceeded the original budget that was approved.

This proposed budget amendment also includes the adjusted demolition of old Fire Station 81 and the construction of the new parking lot, along with the resurfacing of the City Hall parking lot and drainage



improvements for Georgia Avenue.

The budget amendment for the Airport Fund includes the additional work approved for the T-Hangars and Electric Gate project.

## RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, HOMELESS SHELTER FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, AIRPORT FUND, STORMWATER FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to amend the budget for the City of DeLand for fiscal year 2023-2024; and

**WHEREAS**, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

**Section 1.** The budget of the City of DeLand for fiscal year 2023-2024 is amended in the following manner:

### GENERAL FUND

| Account Number      | Account Description            | Current Budget    | Increase       | Decrease       | Revised Budget    |
|---------------------|--------------------------------|-------------------|----------------|----------------|-------------------|
| <b>REVENUES</b>     |                                | <b>50,154,607</b> | <b>149,935</b> | <b>0</b>       | <b>50,304,542</b> |
|                     | <b>Other Sources Revenue</b>   |                   |                |                |                   |
| 001-0000-369-920    | INSURANCE PROCEEDS             | 0                 | 64,230         | 0              | 64,230            |
| 001-0000-380-000    | USE OF RESERVES                | 2,411,050         | 63,655         | 0              | 2,474,705         |
| 001-0000-380-200    | FUNDS C/O FROM PRIOR YEAR      | 3,633,450         | 22,050         | 0              | 3,655,500         |
| <b>EXPENDITURES</b> |                                | <b>50,154,607</b> | <b>265,220</b> | <b>115,285</b> | <b>50,304,542</b> |
|                     | <b>City Clerk</b>              |                   |                |                |                   |
| 001-0102-413-100    | OTHER SALARIES & WAGES         | 0                 | 3,000          | 0              | 3,000             |
|                     | <b>Administrative Services</b> |                   |                |                |                   |
| 001-0106-414-110    | O/T-DOWNTOWN WAIVED            | 44,000            | 8,257          | 0              | 52,257            |
| 001-0106-545-100    | INSURANCE                      | 487,712           | 30,000         | 0              | 517,712           |
| 001-0106-553-100    | ROAD MATERIALS & SUPPLIES      | 50,000            | 0              | 50,000         | 0                 |
|                     | <b>Planning</b>                |                   |                |                |                   |
| 001-1118-552-100    | OPERATING SUPPLIES             | 1,000             | 1,965          | 0              | 2,965             |
|                     | <b>Fire</b>                    |                   |                |                |                   |
| 001-1222-552-200    | OPERATING CAPITAL              | 149,132           | 0              | 8,743          | 140,389           |
|                     | <b>Trees</b>                   |                   |                |                |                   |
| 001-1303-549-100    | OTHER OBLIGATIONS              | 700               | 3,630          | 0              | 4,330             |
|                     | <b>Urban Beautification</b>    |                   |                |                |                   |
| 001-1304-544-100    | RENTALS & LEASES               | 500               | 3,800          | 0              | 4,300             |
|                     | <b>Parks &amp; Rec Admin</b>   |                   |                |                |                   |
| 001-1401-531-100    | PROFESSIONAL SERVICES          | 6,590             | 5,000          | 0              | 11,590            |
|                     | <b>Parks</b>                   |                   |                |                |                   |
| 001-1403-546-200    | PEST CONTROL                   | 7,680             | 0              | 1,320          | 6,360             |
|                     | <b>Sanborn Center</b>          |                   |                |                |                   |
| 001-1407-546-200    | PEST CONTROL                   | 525               | 300            | 0              | 825               |
|                     | <b>Stadium</b>                 |                   |                |                |                   |
| 001-1408-546-200    | PEST CONTROL                   | 0                 | 420            | 0              | 420               |
|                     | <b>Sperling Sports Complex</b> |                   |                |                |                   |
| 001-1411-546-200    | PEST CONTROL                   | 0                 | 600            | 0              | 600               |

## GENERAL FUND (Continued)

| Account Number      | Account Description              | Current Budget    | Increase       | Decrease       | Revised Budget    |
|---------------------|----------------------------------|-------------------|----------------|----------------|-------------------|
| <b>EXPENDITURES</b> |                                  | <b>50,154,607</b> | <b>265,220</b> | <b>115,285</b> | <b>50,304,542</b> |
|                     | <b>Transfers</b>                 |                   |                |                |                   |
| 001-9999-991-190    | TRANSFER TO GRANTS & SPEC REV    | 782,641           | 58,743         | 0              | 841,384           |
| 001-9999-991-300    | TRANSFER TO CAPITAL PROJECT FUND | 5,963,072         | 149,505        | 0              | 6,112,577         |
|                     | <b>Contingency</b>               |                   |                |                |                   |
| 001-9990-999-100    | CONTINGENCY                      | 350,000           | 0              | 55,222         | 294,778           |

## HOMELESS SHELTER FUND

| Account Number      | Account Description            | Current Budget | Increase     | Decrease | Revised Budget |
|---------------------|--------------------------------|----------------|--------------|----------|----------------|
| <b>REVENUES</b>     |                                | <b>659,766</b> | <b>1,325</b> | <b>0</b> | <b>661,091</b> |
|                     | <b>Other Sources Revenue</b>   |                |              |          |                |
| 120-0000-366-000    | DONATIONS FROM PRIVATE SOURCES | 109,766        | 1,325        | 0        | 111,091        |
| <b>EXPENDITURES</b> |                                | <b>659,766</b> | <b>1,325</b> | <b>0</b> | <b>661,091</b> |
|                     | <b>Homeless Shelter</b>        |                |              |          |                |
| 120-1120-545-100    | INSURANCE                      | 5,936          | 1,325        | 0        | 7,261          |

## GIFT FUND

| Account Number          | Account Description                  | Current Budget   | Increase       | Decrease | Revised Budget   |
|-------------------------|--------------------------------------|------------------|----------------|----------|------------------|
| <b>REVENUES</b>         |                                      | <b>1,809,196</b> | <b>326,570</b> | <b>0</b> | <b>2,135,766</b> |
|                         | <b>Other Sources Revenue</b>         |                  |                |          |                  |
| 170-0000-380-130        | USE OF RESERVES - GEN GOV"T          | 0                | 306,000        | 0        | 306,000          |
| 170-0000-380-140        | USE OF RESERVES - P&R                | 0                | 18,200         | 0        | 18,200           |
| 170-0000-380-200        | FUNDS C/O FROM PRIOR YEAR            | 413,064          | 2,370          | 0        | 415,434          |
| <b>EXPENDITURES</b>     |                                      | <b>1,809,196</b> | <b>326,570</b> | <b>0</b> | <b>2,135,766</b> |
|                         | <b>Police</b>                        |                  |                |          |                  |
| 170-1226-664-000-PD2301 | NEW POLICE CAR FOR NEW OFFICER       | 0                | 2,370          | 0        | 2,370            |
|                         | <b>Parks</b>                         |                  |                |          |                  |
| 170-1403-663-000-PR2216 | ECHO - ALABAMA GREENWAY TRAIL DESIGN | 20,149           | 18,200         | 0        | 38,349           |
|                         | <b>Transfers</b>                     |                  |                |          |                  |
| 170-9999-991-180        | TRANSFER TO DOWNTOWN CRA FUND        | 0                | 306,000        | 0        | 306,000          |

## GRANT & SPECIAL REVENUE FUND

| Account Number      | Account Description        | Current Budget   | Increase      | Decrease | Revised Budget   |
|---------------------|----------------------------|------------------|---------------|----------|------------------|
| <b>REVENUES</b>     |                            | <b>6,511,548</b> | <b>58,743</b> | <b>0</b> | <b>6,570,291</b> |
|                     | <b>Transfers</b>           |                  |               |          |                  |
| 190-9999-381-001    | TRANSFER FROM GENERAL FUND | 694,738          | 58,743        | 0        | 753,481          |
| <b>EXPENDITURES</b> |                            | <b>6,511,548</b> | <b>58,743</b> | <b>0</b> | <b>6,570,291</b> |
|                     | <b>Fire</b>                |                  |               |          |                  |
| 190-1222-552-200    | OPERATING CAPITAL          | 44,673           | 8,743         | 0        | 53,416           |
|                     | <b>Streets</b>             |                  |               |          |                  |
| 190-1302-553-100    | ROAD MATERIALS & SUPPLIES  | 3,066,520        | 50,000        | 0        | 3,116,520        |

## CAPITAL FUND

| Account Number          | Account Description                      | Current Budget    | Increase       | Decrease      | Revised Budget    |
|-------------------------|------------------------------------------|-------------------|----------------|---------------|-------------------|
| <b>REVENUES</b>         |                                          | <b>11,560,782</b> | <b>159,549</b> | <b>0</b>      | <b>11,720,331</b> |
|                         | <b>Other Sources Revenue</b>             |                   |                |               |                   |
| 300-9999-381-001        | TRANSFER FROM GENERAL FUND               | 5,963,072         | 149,505        | 0             | 6,112,577         |
| 300-9999-381-160        | TRANSFER FROM SH CRA FUND                | 23,359            | 139            | 0             | 23,498            |
| 300-9999-381-401        | TRANSFER FROM W&S FUND                   | 160,551           | 8,797          | 0             | 169,348           |
| 300-9999-381-430        | TRANSFER FROM AIRPORT FUND               | 22,412            | 277            | 0             | 22,689            |
| 300-9999-381-450        | TRANSFER FROM STORMWATER FUND            | 21,124            | 208            | 0             | 21,332            |
| 300-9999-381-480        | TRANSFER FROM P&I FUND                   | 61,424            | 623            | 0             | 62,047            |
| <b>EXPENDITURES</b>     |                                          | <b>11,560,782</b> | <b>174,793</b> | <b>15,244</b> | <b>11,720,331</b> |
|                         | <b>Administrative Services</b>           |                   |                |               |                   |
| 300-0106-664-000-AD2301 | CITY HALL CHRISTMAS TREE REPLACEMENT     | 13,000            | 22,000         | 0             | 35,000            |
|                         | <b>Information Technology</b>            |                   |                |               |                   |
| 300-0110-663-000-IT2201 | FORTIGATE ENTERPRISE BUNDLE SERVICE PACK | 0                 | 26,094         | 0             | 26,094            |
| 300-0110-663-000-IT2306 | POLICE IN-SYNC SOFTWARE                  | 6,700             | 0              | 3,950         | 2,750             |
| 300-0110-663-000-IT2310 | P&R CIVREC SOFTWARE                      | 0                 | 6,000          | 0             | 6,000             |
| 300-0110-664-000-IT1806 | SANBORN CENTER AVI                       | 11,111            | 0              | 9,820         | 1,291             |
|                         | <b>Fire</b>                              |                   |                |               |                   |
| 300-1222-663-000-FR2405 | REPLACEMENT GATE STATION 81              | 0                 | 62,600         | 0             | 62,600            |
| 300-1222-664-000-FR2403 | ALS ZOLL MONITOR                         | 47,315            | 1              | 0             | 47,316            |
| 300-1222-664-000-FR2404 | COMMAND VEHICLE RADIO-LIGHT PACKAGE      | 83,000            | 4,513          | 0             | 87,513            |
|                         | <b>Police</b>                            |                   |                |               |                   |
| 300-1226-663-110-PD2402 | LEFTA PRODUCT SUITE                      | 9,650             | 3,950          | 0             | 13,600            |
| 300-1226-664-000-PD2410 | FALCON LICENSE PLATE READER CAMERAS      | 19,400            | 1,200          | 0             | 20,600            |
| 300-1226-664-000-PD2412 | DRONE                                    | 31,175            | 1              | 0             | 31,176            |
| 300-1226-664-000-PD2413 | AXON IN-CAR CAMERA 10 YEAR BUNDLE        | 101,465           | 27,568         | 0             | 129,033           |
|                         | <b>Parks</b>                             |                   |                |               |                   |
| 300-1403-664-000-PR2408 | REPLACE 2004 FORD TRUCK 1430025          | 43,094            | 0              | 475           | 42,619            |
| 300-1403-664-000-PR2409 | REPLACE 2006 FORD TRUCK 1430028          | 47,819            | 30             | 0             | 47,849            |
| 300-1403-664-000-PR2410 | REPLACE MAINTENANCE BOX TRUCK 1430054    | 58,118            | 1,442          | 0             | 59,560            |
| 300-1403-664-000-PR2414 | REPLACE 2013 JOHN DEERE ZERO TURN MOWER  | 11,723            | 0              | 999           | 10,724            |
| 300-1403-664-000-PR2418 | REPLACE 1 OF 2 PROJECTOR AT SANBORN      | 7,000             | 4,910          | 0             | 11,910            |
| 300-1403-664-000-PR2420 | REPLACE 2 OF 2 PROJECTOR AT SANBORN      | 7,000             | 4,910          | 0             | 11,910            |
| 300-1403-664-000-PR2422 | NETTING AT MELCHING FIELD                | 0                 | 9,574          | 0             | 9,574             |

## WATER & SEWER FUND

| Account Number          | Account Description                 | Current Budget     | Increase         | Decrease       | Revised Budget     |
|-------------------------|-------------------------------------|--------------------|------------------|----------------|--------------------|
| <b>REVENUES</b>         |                                     | <b>136,145,625</b> | <b>303,867</b>   | <b>0</b>       | <b>136,449,492</b> |
|                         | <b>Other Sources Revenue</b>        |                    |                  |                |                    |
| 401-0000-343-310        | WATER OPERATING INCOME              | 12,219,000         | 230,600          | 0              | 12,449,600         |
| 401-0000-389-700        | COST SHARE FROM DELTONA             | 51,367             | 36,840           | 0              | 88,207             |
| 401-0000-389-710        | COST SHARE FROM ORANGE CITY         | 16,217             | 9,210            | 0              | 25,427             |
| 401-0000-389-720        | COST SHARE FROM VOLUSIA COUNTY      | 27,934             | 18,420           | 0              | 46,354             |
| 401-0000-380-200        | FUNDS C/O FROM PRIOR YEAR           | 23,957,645         | 8,797            | 0              | 23,966,442         |
| <b>EXPENDITURES</b>     |                                     | <b>136,145,625</b> | <b>1,011,526</b> | <b>707,659</b> | <b>136,449,492</b> |
|                         | <b>Administration</b>               |                    |                  |                |                    |
| 401-4201-531-100        | PROFESSIONAL SERVICES               | 178,404            | 92,100           | 0              | 270,504            |
| 401-4201-534-100        | CONTRACTUAL SERVICES                | 120,000            | 780,000          | 0              | 900,000            |
| 401-4201-545-100        | INSURANCE                           | 437,003            | 58,725           | 0              | 495,728            |
| 401-4201-549-100        | OTHER OBLIGATIONS                   | 8,100              | 10,422           | 0              | 18,522             |
| 401-4201-664-000-UT2301 | VEHICLE # 298 - 2022 CHEVY TRAVERSE | 42,200             | 130              | 0              | 42,330             |

## WATER & SEWER FUND (Continued)

| Account Number          | Account Description                    | Current Budget     | Increase         | Decrease       | Revised Budget     |
|-------------------------|----------------------------------------|--------------------|------------------|----------------|--------------------|
| <b>EXPENDITURES</b>     |                                        | <b>136,145,625</b> | <b>1,011,526</b> | <b>707,659</b> | <b>136,449,492</b> |
|                         | <b>Engineering</b>                     |                    |                  |                |                    |
| 401-4202-531-100        | PROFESSIONAL SERVICES                  | 16,300             | 1,100            | 0              | 17,400             |
|                         | <b>Water Production</b>                |                    |                  |                |                    |
| 401-4203-531-100        | PROFESSIONAL SERVICES                  | 64,500             | 24,339           | 0              | 88,839             |
| 401-4203-664-000-UT2303 | #279 VEHICLE REPLACEMENT - FORD F250   | 63,608             | 156              | 0              | 63,764             |
|                         | <b>Water Distribution</b>              |                    |                  |                |                    |
| 401-4204-663-000-UT2346 | SR44/KEPLER ROUNDABOUT UTIL RELOCATION | 1,089,733          | 10,000           | 0              | 1,099,733          |
| 401-4204-664-000-UT2413 | HYDRAULIC 6" PUMP                      | 46,740             | 20,432           | 0              | 67,172             |
| 401-4204-664-000-UT2437 | HYDRAULIC 6" TRAILER                   | 20,432             | 0                | 20,432         | 0                  |
|                         | <b>Utilities Maintenance</b>           |                    |                  |                |                    |
| 401-4206-664-000-UT2320 | L/S #7 REPLACEMENT & PANEL BOX         | 0                  | 313              | 0              | 313                |
| 401-4206-664-000-UT2322 | L/S #10 REPLACEMENT & PANEL BOX        | 0                  | 891              | 0              | 891                |
| 401-4206-664-000-UT2323 | L/S #65 REPLACEMENT & PANEL BOX        | 0                  | 322              | 0              | 322                |
| 401-4206-664-000-UT2430 | NEW FORD TRANSIT VAN                   | 47,500             | 2,682            | 0              | 50,182             |
|                         | <b>Facilities Maintenance</b>          |                    |                  |                |                    |
| 401-4208-664-000-FM2405 | REPLACE 208-LIFT-003 ELEC SCISSOR LIFT | 25,342             | 355              | 0              | 25,697             |
|                         | <b>Customer Service</b>                |                    |                  |                |                    |
| 401-4209-664-000-CS2201 | NEPTUNE AMI PILOT                      | 300,000            | 212              | 0              | 300,212            |
|                         | <b>Wastewater Collection</b>           |                    |                  |                |                    |
| 401-4210-664-000-UT2338 | #275 VEHICLE REHABILITATION TRUCK      | 0                  | 550              | 0              | 550                |
|                         | <b>Transfers</b>                       |                    |                  |                |                    |
| 401-9999-991-300        | TRANSFER TO CAPITAL PROJECT FUND       | 160,551            | 8,797            | 0              | 169,348            |
|                         | <b>Contingency</b>                     |                    |                  |                |                    |
| 401-9990-999-200        | RESERVE CONTINGENCY                    | 687,227            | 0                | 687,227        | 0                  |

## WATER TRUST FUND

| Account Number          | Account Description             | Current Budget   | Increase       | Decrease       | Revised Budget   |
|-------------------------|---------------------------------|------------------|----------------|----------------|------------------|
| <b>REVENUES</b>         |                                 | <b>7,355,252</b> | <b>0</b>       | <b>0</b>       | <b>7,355,252</b> |
| <b>EXPENDITURES</b>     |                                 | <b>7,355,252</b> | <b>996,188</b> | <b>996,188</b> | <b>7,355,252</b> |
| 403-4230-661-000-WW2201 | NORTHFIELD WELLFIELD ACQUISTION | 0                | 996,188        | 0              | 996,188          |
| 403-4230-663-000-WW2201 | NORTHFIELD WELLFIELD ACQUISTION | 996,188          | 0              | 996,188        | 0                |

## AIRPORT FUND

| Account Number          | Account Description              | Current Budget   | Increase       | Decrease     | Revised Budget   |
|-------------------------|----------------------------------|------------------|----------------|--------------|------------------|
| <b>REVENUES</b>         |                                  | <b>7,868,459</b> | <b>343,023</b> | <b>0</b>     | <b>8,211,482</b> |
| 430-0000-389-320-AP2001 | T-HANGARS & ELEC GATE            | 1,167,078        | 277,157        | 0            | 1,444,235        |
| 430-0000-380-000        | USE OF RESERVES                  | 0                | 65,589         | 0            | 65,589           |
| 430-0000-380-200        | FUNDS C/O FROM PRIOR YEAR        | 378,044          | 277            | 0            | 378,321          |
| <b>EXPENDITURES</b>     |                                  | <b>7,868,459</b> | <b>348,813</b> | <b>5,790</b> | <b>8,211,482</b> |
| 430-4300-546-200        | PEST CONTROL                     | 740              | 90             | 0            | 830              |
| 430-4300-662-000-AP2001 | T-HANGARS & ELEC GATE            | 1,350,358        | 346,446        | 0            | 1,696,804        |
| 430-4300-663-000-AP2304 | CONSTRUCT MID SECTION TAXIWAY A  | 298,000          | 2,000          | 0            | 300,000          |
| 430-9999-991-300        | TRANSFER TO CAPITAL PROJECT FUND | 22,412           | 277            | 0            | 22,689           |
| 430-9990-999-100        | CONTINGENCY                      | 5,790            | 0              | 5,790        | 0                |

## STORMWATER FUND

| Account Number          | Account Description                 | Current Budget   | Increase       | Decrease       | Revised Budget   |
|-------------------------|-------------------------------------|------------------|----------------|----------------|------------------|
| <b>REVENUES</b>         |                                     | <b>3,760,159</b> | <b>61,625</b>  | <b>0</b>       | <b>3,821,784</b> |
| 450-0000-380-000        | USE OF RESERVES                     | 395,531          | 61,417         | 0              | 456,948          |
| 450-0000-380-200        | FUNDS C/O FROM PRIOR YEAR           | 1,032,128        | 208            | 0              | 1,032,336        |
| <b>EXPENDITURES</b>     |                                     | <b>3,760,159</b> | <b>319,869</b> | <b>258,244</b> | <b>3,821,784</b> |
| 450-4500-663-000-SW2304 | MISC SW IMPROVEMENTS (NEIGHBORHOOD) | 58,244           | 0              | 58,244         | 0                |
| 450-4500-663-000-SW2305 | JACOBS ROAD DRAINAGE IMPROVEMENTS   | 28,015           | 58,244         | 0              | 86,259           |
| 450-4500-663-000-SW2306 | FIRE STATION PUMP STATION DESIGN    | 200,000          | 0              | 200,000        | 0                |
| 450-4500-663-000-SW2411 | GEORGIA AVENUE DRAINAGE             | 0                | 261,417        | 0              | 261,417          |
| 450-9999-991-300        | TRANSFER TO CAPITAL PROJECT FUND    | 21,124           | 208            | 0              | 21,332           |

## PERMITS & INSPECTIONS FUND

| Account Number      | Account Description              | Current Budget   | Increase   | Decrease | Revised Budget   |
|---------------------|----------------------------------|------------------|------------|----------|------------------|
| <b>REVENUES</b>     |                                  | <b>4,185,484</b> | <b>623</b> | <b>0</b> | <b>4,186,107</b> |
| 480-0000-380-200    | FUNDS C/O FROM PRIOR YEAR        | 381,779          | 623        | 0        | 382,402          |
| <b>EXPENDITURES</b> |                                  | <b>4,185,484</b> | <b>623</b> | <b>0</b> | <b>4,186,107</b> |
| 480-9999-991-300    | TRANSFER TO CAPITAL PROJECT FUND | 61,424           | 623        | 0        | 62,047           |

**Section 2.** In all other respects the Budget of the City of DeLand, Florida for fiscal year 2023-2024 is hereby ratified and confirmed as adopted by Resolutions 2023-68 and 2023-102.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January, 2024.

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Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

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Julie A. Hennessy  
City Clerk-Auditor

**APPROVED AS TO FORM AND LEGALITY:**

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Darren J. Elkind  
City Attorney

**FY 22-23 Budget Amendment Details**

| ACCOUNT                                  | Account Description                  | Increase       | Decrease       | Description                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------|--------------------------------------|----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL FUND</b>                      |                                      |                |                |                                                                                                                                                                                                                                                                                                                                      |
| <b>REVENUES</b>                          |                                      | <b>149,935</b> | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                      |
| 001-0000-369-920                         | INSURANCE PROCEEDS                   | 64,230         |                | increase funding for Replacement Gate Station 81 (\$61,600) and Bucket Truck Repair (\$2,630)                                                                                                                                                                                                                                        |
| 001-0000-380-000                         | USE OF RESERVES                      | 63,655         |                | increase funding for Command Vehicle (\$4,513), new Christmas Tree (\$22,000) and Netting at Melching Field (\$9,574), Axon In-Car Cameras (\$27,568)                                                                                                                                                                                |
| 001-0000-380-200                         | FUNDS C/O FROM PRIOR YEAR            | 22,050         |                | Funds carried over from FY 22-23                                                                                                                                                                                                                                                                                                     |
| <b>EXPENDITURES</b>                      |                                      | <b>265,220</b> | <b>115,285</b> |                                                                                                                                                                                                                                                                                                                                      |
| 001-0102-413-100                         | OTHER SALARIES & WAGES               | 3,000          |                | increase appropriation for other salaries and wages                                                                                                                                                                                                                                                                                  |
| 001-0106-414-110                         | O/T-DOWNTOWN WAIVED                  | 8,257          |                | increase appropriation for O/T-Downtown waived events                                                                                                                                                                                                                                                                                |
| 001-0106-545-100                         | INSURANCE                            | 30,000         |                | increase appropriation for insurance                                                                                                                                                                                                                                                                                                 |
| 001-0106-553-100                         | ROAD MATERIALS & SUPPLIES            |                | 50,000         | decrease appropriation for milling and resurfacing of City Hall parking lot (moving to 190 fund)                                                                                                                                                                                                                                     |
| 001-1118-552-100                         | OPERATING SUPPLIES                   | 1,965          |                | increase appropriation for new label maker                                                                                                                                                                                                                                                                                           |
| 001-1222-552-200                         | OPERATING CAPITAL                    |                | 8,743          | decrease appropriation for Zoll AED Monitors                                                                                                                                                                                                                                                                                         |
| 001-1303-549-100                         | OTHER OBLIGATIONS                    | 3,630          |                | increase appropriation for Bucket Truck Repair                                                                                                                                                                                                                                                                                       |
| 001-1304-544-100                         | RENTALS & LEASES                     | 3,800          |                | increase appropriation for Forestry Head Rental                                                                                                                                                                                                                                                                                      |
| 001-1401-531-100                         | PROFESSIONAL SERVICES                | 5,000          |                | increase appropriation for Stetson Parks & Rec Study                                                                                                                                                                                                                                                                                 |
| 001-1403-546-200                         | PEST CONTROL                         |                | 1,320          | decrease appropriation for pest control                                                                                                                                                                                                                                                                                              |
| 001-1407-546-200                         | PEST CONTROL                         | 300            |                | increase appropriation for pest control                                                                                                                                                                                                                                                                                              |
| 001-1408-546-200                         | PEST CONTROL                         | 420            |                | increase appropriation for pest control                                                                                                                                                                                                                                                                                              |
| 001-1411-546-200                         | PEST CONTROL                         | 600            |                | increase appropriation for pest control                                                                                                                                                                                                                                                                                              |
| 001-9999-991-190                         | TRANSFER TO GRANTS & SPEC REV        | 8,743          |                | increase appropriation for Zoll AED Monitors                                                                                                                                                                                                                                                                                         |
| 001-9999-991-190                         | TRANSFER TO GRANTS & SPEC REV        | 50,000         |                | increase appropriation for milling and resurfacing of existing City Hall parking lot                                                                                                                                                                                                                                                 |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 22,000         |                | increase appropriation for new Christmas Tree                                                                                                                                                                                                                                                                                        |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 16,050         |                | CARRY OVER: to fund FortiGate Enterprise Bundle Service                                                                                                                                                                                                                                                                              |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 6,000          |                | CARRY OVER: to fund Civic Rec Software                                                                                                                                                                                                                                                                                               |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 62,600         |                | increase appropriation for Replacement Gate Station 81                                                                                                                                                                                                                                                                               |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 4,513          |                | increase appropriation for Command Vehicle                                                                                                                                                                                                                                                                                           |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 1,200          |                | increase appropriation for License Plate Readers                                                                                                                                                                                                                                                                                     |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 27,568         |                | increase appropriation for Axon In-Car Cameras                                                                                                                                                                                                                                                                                       |
| 001-9999-991-300                         | TRANSFER TO CAPITAL PROJECT FUND     | 9,574          |                | increase appropriation for Netting at Melching Field                                                                                                                                                                                                                                                                                 |
| 001-9990-999-100                         | CONTINGENCY                          |                | 55,222         | decrease appropriation for general fund insurance (\$30,000), other salaries & wages (\$3,000), O/T-Downtown Waived (\$8,257), new Label Maker (\$1,965), License Plate Readers (\$1,200), Replacement Gate Station 81 (\$1,000), Bucket Truck Repair (\$1,000), Forestry Head Rental (\$3,800), Stetson Parks & Rec Study (\$5,000) |
| <b>HOMELESSNESS FUND</b>                 |                                      |                |                |                                                                                                                                                                                                                                                                                                                                      |
| <b>REVENUES</b>                          |                                      | <b>1,325</b>   | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                      |
| 120-0000-366-000                         | DONATIONS FROM PRIVATE SOURCES       | 1,325          |                | increase funding for insurance                                                                                                                                                                                                                                                                                                       |
| <b>EXPENDITURES</b>                      |                                      | <b>1,325</b>   | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                      |
| 120-1120-545-100                         | INSURANCE                            | 1,325          |                | increase appropriation for insurance                                                                                                                                                                                                                                                                                                 |
| <b>GOVERNMENT IMPACT FEES TRUST FUND</b> |                                      |                |                |                                                                                                                                                                                                                                                                                                                                      |
| <b>REVENUES</b>                          |                                      | <b>326,570</b> | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                      |
| 170-0000-380-130                         | USE OF RESERVES - GEN GOV"IT         | 306,000        |                | increase funding for new parking lot                                                                                                                                                                                                                                                                                                 |
| 170-0000-380-140                         | USE OF RESERVES - P&R                | 18,200         |                | increase funding for Greenway Trail North Extension                                                                                                                                                                                                                                                                                  |
| 170-0000-380-200                         | FUNDS C/O FROM PRIOR YEAR            | 2,370          |                | Funds carried over from FY 22-23                                                                                                                                                                                                                                                                                                     |
| <b>EXPENDITURES</b>                      |                                      | <b>326,570</b> | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                      |
| 170-1226-664-000-PD2301                  | NEW POLICE CAR FOR NEW OFFICER       | 2,370          |                | CARRY OVER: to fund equipment for new police car                                                                                                                                                                                                                                                                                     |
| 170-1403-663-000-PR2216                  | ECHO - ALABAMA GREENWAY TRAIL DESIGN | 18,200         |                | increase appropriation for Greenway Trail North Extension                                                                                                                                                                                                                                                                            |
| 170-9999-991-180                         | TRANSFER TO DOWNTOWN CRA FUND        | 306,000        |                | increase appropriation for new parking lot                                                                                                                                                                                                                                                                                           |

**FY 22-23 Budget Amendment Details**

| ACCOUNT                                  | Account Description                      | Increase       | Decrease      | Description                                                                                                                                                                                                                                                          |
|------------------------------------------|------------------------------------------|----------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GRANTS &amp; SPECIAL REVENUE FUND</b> |                                          |                |               |                                                                                                                                                                                                                                                                      |
| <b>REVENUES</b>                          |                                          | <b>8,743</b>   | <b>0</b>      |                                                                                                                                                                                                                                                                      |
| 190-9999-381-001                         | TRANSFER FROM GENERAL FUND               | 8,743          |               | increase funding for Zoll AED Monitors                                                                                                                                                                                                                               |
| 190-9999-381-001                         | TRANSFER FROM GENERAL FUND               | 50,000         |               | increase appropriation for milling and resurfacing of existing City Hall parking lot                                                                                                                                                                                 |
| <b>EXPENDITURES</b>                      |                                          | <b>8,743</b>   | <b>0</b>      |                                                                                                                                                                                                                                                                      |
| 190-1222-552-200                         | OPERATING CAPITAL                        | 8,743          |               | increase appropriation for Zoll AED Monitors                                                                                                                                                                                                                         |
| 190-1302-553-100                         | ROAD MATERIALS & SUPPLIES                | 50,000         |               | increase appropriation for milling and resurfacing of existing City Hall parking lot                                                                                                                                                                                 |
| <b>CAPITAL PROJECT FUND</b>              |                                          |                |               |                                                                                                                                                                                                                                                                      |
| <b>REVENUES</b>                          |                                          | <b>159,549</b> | <b>0</b>      |                                                                                                                                                                                                                                                                      |
| 300-9999-381-001                         | TRANSFER FROM GENERAL FUND               | 149,505        |               | increase funding for new Christmas Tree (\$22,000), FortiGate Enterprise Bundle (\$16,050), Civic Rec Software (\$6,000) Replacement Gate Station 81 (\$62,600), Command Vehicle (\$4,513), License Plate Readers (\$1,200), and Netting at Melching Field (\$9,574) |
| 300-9999-381-160                         | TRANSFER FROM SH CRA FUND                | 139            |               | increase funding for FortiGate Enterprise Bundle                                                                                                                                                                                                                     |
| 300-9999-381-401                         | TRANSFER FROM W&S FUND                   | 8,797          |               | increase funding for FortiGate Enterprise Bundle                                                                                                                                                                                                                     |
| 300-9999-381-430                         | TRANSFER FROM AIRPORT FUND               | 277            |               | increase funding for FortiGate Enterprise Bundle                                                                                                                                                                                                                     |
| 300-9999-381-450                         | TRANSFER FROM STORMWATER FUND            | 208            |               | increase funding for FortiGate Enterprise Bundle                                                                                                                                                                                                                     |
| 300-9999-381-480                         | TRANSFER FROM P&I FUND                   | 623            |               | increase funding for FortiGate Enterprise Bundle                                                                                                                                                                                                                     |
| <b>EXPENDITURES</b>                      |                                          | <b>174,793</b> | <b>15,244</b> |                                                                                                                                                                                                                                                                      |
| 300-0106-664-000-AD2301                  | CITY HALL CHRISTMAS TREE REPLACEMENT     | 22,000         |               | increase appropriation for new Christmas Tree                                                                                                                                                                                                                        |
| 300-0110-663-000-IT2201                  | FORTIGATE ENTERPRISE BUNDLE SERVICE PACK | 26,094         |               | CARRY OVER: to fund FortiGate Enterprise Bundle Service Pack                                                                                                                                                                                                         |
| 300-0110-663-000-IT2306                  | POLICE IN-SYNC SOFTWARE                  |                | 3,950         | decrease appropriation for Police In-Sync Software                                                                                                                                                                                                                   |
| 300-0110-663-000-IT2310                  | P&R CIVREC SOFTWARE                      | 6,000          |               | CARRY OVER: to fund Civic Rec Software                                                                                                                                                                                                                               |
| 300-0110-664-000-IT1806                  | SANBORN CENTER AVI                       |                | 9,820         | decrease appropriation for Sanborn Center AVI                                                                                                                                                                                                                        |
| 300-1222-663-000-FR2405                  | REPLACEMENT GATE STATION 81              | 62,600         |               | increase appropriation for Replacement Gate Station 81                                                                                                                                                                                                               |
| 300-1222-664-000-FR2403                  | ALS ZOLL MONITOR                         | 1              |               | increase appropriation for ALS Zoll Monitor                                                                                                                                                                                                                          |
| 300-1222-664-000-FR2404                  | COMMAND VEHICLE RADIO-LIGHT PACKAGE      | 4,513          |               | increase appropriation for Command Vehicle                                                                                                                                                                                                                           |
| 300-1226-663-110-PD2402                  | LEFTA PRODUCT SUITE                      | 3,950          |               | increase appropriation for Lefta Product Suite                                                                                                                                                                                                                       |
| 300-1226-664-000-PD2410                  | FALCON LICENSE PLATE READER CAMERAS      | 1,200          |               | increase appropriation for License Plate Readers                                                                                                                                                                                                                     |
| 300-1226-664-000-PD2412                  | DRONE                                    | 1              |               | increase appropriation for Drone                                                                                                                                                                                                                                     |
| 300-1226-664-000-PD2413                  | AXON IN-CAR CAMERA 10 YEAR BUNDLE        | 27,568         |               | increase appropriation for Axon In-Car Cameras                                                                                                                                                                                                                       |
| 300-1403-664-000-PR2408                  | REPLACE 2004 FORD TRUCK 1430025          |                | 475           | decrease appropriation for replacement of 2004 Ford Truck                                                                                                                                                                                                            |
| 300-1403-664-000-PR2409                  | REPLACE 2006 FORD TRUCK 1430028          | 30             |               | increase appropriation for replacement of 2004 Ford Truck                                                                                                                                                                                                            |
| 300-1403-664-000-PR2410                  | REPLACE MAINTENANCE BOX TRUCK 1430054    | 1,442          |               | increase appropriation for replacement Box Truck                                                                                                                                                                                                                     |
| 300-1403-664-000-PR2414                  | REPLACE 2013 JOHN DEERE ZERO TURN MOWER  |                | 999           | decrease appropriation for replacement of 2013 John Deere Zero Turn Mower                                                                                                                                                                                            |
| 300-1403-664-000-PR2418                  | REPLACE 1 OF 2 PROJECTOR AT SANBORN      | 4,910          |               | increase appropriation for replacement projector at Sanborn                                                                                                                                                                                                          |
| 300-1403-664-000-PR2420                  | REPLACE 2 OF 2 PROJECTOR AT SANBORN      | 4,910          |               | increase appropriation for replacement projector at Sanborn                                                                                                                                                                                                          |
| 300-1403-664-000-PR2422                  | NETTING AT MELCHING FIELD                | 9,574          |               | increase appropriation for Netting at Melching Field                                                                                                                                                                                                                 |



**FY 22-23 Budget Amendment Details**

| ACCOUNT                       | Account Description                    | Increase         | Decrease       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|----------------------------------------|------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>WATER &amp; SEWER FUND</b> |                                        |                  |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>REVENUES</b>               |                                        | <b>303,867</b>   | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 401-0000-343-310              | WATER OPERATING INCOME                 | 230,600          |                | increase funding from Water Sales                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 401-0000-389-700              | COST SHARE FROM DELTONA                | 36,840           |                | increase funding for West Volusia Water Supply Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 401-0000-389-710              | COST SHARE FROM ORANGE CITY            | 9,210            |                | increase funding for West Volusia Water Supply Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 401-0000-389-720              | COST SHARE FROM VOLUSIA COUNTY         | 18,420           |                | increase funding for West Volusia Water Supply Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 401-0000-380-200              | FUNDS C/O FROM PRIOR YEAR              | 8,797            |                | Funds carried over from FY 22-23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>EXPENDITURES</b>           |                                        | <b>1,011,526</b> | <b>707,659</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 401-4201-531-100              | PROFESSIONAL SERVICES                  | 92,100           |                | increase appropriation for West Volusia Water Supply Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 401-4201-534-100              | CONTRACTUAL SERVICES                   | 780,000          |                | increase appropriation for County Water Bills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 401-4201-545-100              | INSURANCE                              | 58,725           |                | increase appropriation for insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 401-4201-549-100              | OTHER OBLIGATIONS                      | 10,422           |                | increase appropriation for Volusia County Property Taxes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 401-4201-664-000-UT2301       | VEHICLE # 298 - 2022 CHEVY TRAVERSE    | 130              |                | increase appropriation for Chevy Traverse                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 401-4202-531-100              | PROFESSIONAL SERVICES                  | 1,100            |                | increase appropriation for Plat Reviews                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 401-4203-531-100              | PROFESSIONAL SERVICES                  | 24,339           |                | increase appropriation for BMAP Compliance Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 401-4203-664-000-UT2303       | #279 VEHICLE REPLACEMENT - FORD F250   | 156              |                | increase appropriation for Ford F250                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 401-4204-663-000-UT2346       | SR44/KEPLER ROUNDABOUT UTIL RELOCATION | 10,000           |                | increase appropriation for SR44/Kepler Roundabout Util Relocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 401-4204-664-000-UT2413       | HYDRAULIC 6" PUMP                      | 20,432           |                | increase appropriation for Hydraulic 6" Pump & Trailer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 401-4204-664-000-UT2437       | HYDRAULIC 6" TRAILER                   |                  | 20,432         | decrease appropriation for Hydraulic 6" Trailer (combining Pump and Trailer into one line)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 401-4206-664-000-UT2320       | L/S #7 REPLACEMENT & PANEL BOX         | 313              |                | increase appropriation for L/S #7 Replacement & Panel Box                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 401-4206-664-000-UT2322       | L/S #10 REPLACEMENT & PANEL BOX        | 891              |                | increase appropriation for L/S #10 Replacement & Panel Box                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 401-4206-664-000-UT2323       | L/S #65 REPLACEMENT & PANEL BOX        | 322              |                | increase appropriation for L/S #65 Replacement & Panel Box                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 401-4206-664-000-UT2430       | NEW FORD TRANSIT VAN                   | 2,682            |                | increase appropriation for new Ford Transit Van                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 401-4208-664-000-FM2405       | REPLACE 208-LIFT-003 ELEC SCISSOR LIFT | 355              |                | increase appropriation for Replacement Scissor Lift                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 401-4209-664-000-CS2201       | NEPTUNE AMI PILOT                      | 212              |                | increase appropriation for Neptune AMI Pilot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 401-4210-664-000-UT2338       | #275 VEHICLE REHABILITATION TRUCK      | 550              |                | increase appropriation for Rehabilitation Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 401-9999-991-300              | TRANSFER TO CAPITAL PROJECT FUND       | 8,797            |                | CARRY OVER: to fund FortiGate Enterprise Bundle Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 401-9990-999-200              | RESERVE CONTINGENCY                    |                  | 687,227        | decrease appropriation for West Volusia Water Supply Plan (\$27,630), County Water Bills (\$549,400), Insurance (\$58,725), Volusia County Property Taxes (\$10,422), Chevy Traverse (\$130), Plat Reviews (\$1,100), BMAP Compliance Plan (\$24,339), Ford F250 (\$156), SR44/Kepler Roundabout Util Relocation (\$10,000), L/S #7 Replacement & Panel Box (\$313), L/S #10 Replacement & Panel Box (\$891), L/S #66 Replacement & Panel Box (\$322), new Fort Transit Van (\$2,682), Replacement Scissor Lift (\$355), Neptune AMI Pilot (\$212) and Rehabilitation Truck (\$550) |
| <b>WATER TRUST FUND</b>       |                                        |                  |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>REVENUES</b>               |                                        | <b>0</b>         | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>EXPENDITURES</b>           |                                        | <b>996,188</b>   | <b>996,188</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 403-4230-661-000-WW2201       | NORTHFIELD WELLFIELD ACQUISITION       | 996,188          |                | increase appropriation for Northfield Wellfield Acquisition land purchase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 403-4230-663-000-WW2201       | NORTHFIELD WELLFIELD ACQUISITION       |                  | 996,188        | decrease appropriation for Northfield Wellfield Acquisition infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>AIRPORT FUND</b>           |                                        |                  |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>REVENUES</b>               |                                        | <b>343,023</b>   | <b>0</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 430-0000-389-320-AP2001       | T-HANGARS & ELEC GATE                  | 277,157          |                | increase funding for T-Hangars and Electric Gate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 430-0000-380-000              | USE OF RESERVES                        | 65,589           |                | increase funding for T-Hangars and Electric Gate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 430-0000-380-200              | FUNDS C/O FROM PRIOR YEAR              | 277              |                | Funds carried over from FY 22-23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>EXPENDITURES</b>           |                                        | <b>348,813</b>   | <b>5,790</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 430-4300-546-200              | PEST CONTROL                           | 90               |                | increase appropriation for pest control                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 430-4300-662-000-AP2001       | T-HANGARS & ELEC GATE                  | 346,446          |                | increase appropriation for T-Hangars and Electric Gate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 430-4300-663-000-AP2304       | CONSTRUCT MID SECTION TAXIWAY A        | 2,000            |                | increase appropriation for Construct Mid Section Taxiway A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 430-9999-991-300              | TRANSFER TO CAPITAL PROJECT FUND       | 277              |                | CARRY OVER: to fund FortiGate Enterprise Bundle Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 430-9990-999-100              | CONTINGENCY                            |                  | 5,790          | decrease appropriation for Pest Control (\$90), Construction Mid Section Taxiway A (\$2,000) and T-Hangars and Electric Gate (\$3,700)                                                                                                                                                                                                                                                                                                                                                                                                                                              |

# FY 22-23 Budget Amendment Details

| ACCOUNT                               | Account Description                 | Increase       | Decrease       | Description                                                          |
|---------------------------------------|-------------------------------------|----------------|----------------|----------------------------------------------------------------------|
| <b>STORMWATER FUND</b>                |                                     |                |                |                                                                      |
| <b>REVENUES</b>                       |                                     | <b>61,625</b>  | <b>0</b>       |                                                                      |
| 450-0000-380-000                      | USE OF RESERVES                     | 61,417         |                | increase funding for Georgia Avenue Drainage                         |
| 450-0000-380-200                      | FUNDS C/O FROM PRIOR YEAR           | 208            |                | Funds carried over from FY 22-23                                     |
| <b>EXPENDITURES</b>                   |                                     | <b>319,869</b> | <b>258,244</b> |                                                                      |
| 450-4500-663-000-SW2304               | MISC SW IMPROVEMENTS (NEIGHBORHOOD) |                | 58,244         | decrease appropriation for Misc SW Improvements (combining projects) |
| 450-4500-663-000-SW2305               | JACOBS ROAD DRAINAGE IMPROVEMENTS   | 58,244         |                | increase appropriation for Jacobs Road Drainage (combining projects) |
| 450-4500-663-000-SW2306               | FIRE STATION PUMP STATION DESIGN    |                | 200,000        | decrease appropriation for Fire Station Pump Station Design          |
| 450-4500-663-000-SW2411               | GEORGIA AVENUE DRAINAGE             | 261,417        |                | increase appropriation for Georgia Avenue Drainage                   |
| 450-9999-991-300                      | TRANSFER TO CAPITAL PROJECT FUND    | 208            |                | CARRY OVER: to fund FortiGate Enterprise Bundle Service              |
| <b>PERMITS &amp; INSPECTIONS FUND</b> |                                     |                |                |                                                                      |
| <b>REVENUES</b>                       |                                     | <b>623</b>     | <b>0</b>       |                                                                      |
| 480-0000-380-200                      | FUNDS C/O FROM PRIOR YEAR           | 623            |                | Funds carried over from FY 22-23                                     |
| <b>EXPENDITURES</b>                   |                                     | <b>623</b>     | <b>0</b>       |                                                                      |
| 480-9999-991-300                      | TRANSFER TO CAPITAL PROJECT FUND    | 623            |                | CARRY OVER: to fund FortiGate Enterprise Bundle Service              |

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving Sole Source Purchase from Communications International, Inc.

**DEPARTMENT:** Police

**PREPARED BY:** Rebecca Ackerman, Project Cord.

**ATTACHMENTS:** Resolution, Quote QO0029015

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

Communications International, Inc. is the only authorized distributor to provide sales and service of the L3 Harris 800 MHz mobile radio equipment for DeLand Police Department and Volusia County Communication.

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

High Value Government and Maintaining a Safe Community.

**SUSTAINABILITY:**

Safety and Security

**FISCAL IMPACT:**

The cost of the five in-car radios was approved in the FY 2023-2024 budget. The total cost for the five in car radios is \$38,837.10,

**RECOMMENDATION:**

City staff recommends that the City Commission approve the proposed Sole Source Resolution.

**BACKGROUND/DISCUSSION:**

Every police vehicle is equipped with an in-car radio.

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF THE L3 HARRIS 800 MHZ MOBILE AND PORTABLE RADIO EQUIPMENT, REPAIR, AND MAINTENANCE SERVICES FROM COMMUNICATIONS INTERNATIONAL, INC.; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Communications International, Inc. is the only authorized distributor to provide sales and service of the L3 Harris 800 MHz mobile radio equipment; and

**WHEREAS**, P25 compliance is a federal mandate for the local communication system and is now expected to be mandatory in Volusia County and the L3 Harris 800 MHz mobile radio equipment is required in order to be P25 compliant; and

**WHEREAS**, the Police Chief has informed the City Commission that, to the best of his knowledge, there are no other vendors that offer sales and service of the L3 Harris 800 MHz public safety mobile radio equipment; and

**WHEREAS**, in an effort to maintain countywide communications and dispatch services, it is in the best interest of the citizens to replace and update the mobile radios and implement the P25 compliance.

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

**Section 1.** The City Commission of the City of DeLand hereby authorizes the sole source purchase the L3 Harris 800 MHz mobile and portable radio equipment, repair, and maintenance services from Communications International, Inc. as set forth in the attached proposal.

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

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



Communications International, Inc.  
4450 US Highway 1  
VERO BEACH, FL 32967

## Quotation

Page 1 of 2  
Quotation ID QO0029015  
Date 12/05/2023  
Expiration date 12/30/2023  
Terms N30  
Requested By Brian Roberts  
Salesperson Robyn R Disbro  
Phone (386) 947-9999  
E-mail rdisbro@ask4ci.com

### Bill to

City of DeLand  
120 South Florida Avenue  
DELAND, FL 32720

### Delivery address

DeLand Police Department  
219 West Howry Avenue  
DELAND, FL 32720

DeLand PD XL-185M

Per customer request, install labor is not included in this quote.

| Item     | Description                              | Quantity | Price    | Line Discount | Net Price | Extended Price |
|----------|------------------------------------------|----------|----------|---------------|-----------|----------------|
| XT-MPS1M | MOBILE, XL-185M, SINGLE BAND             | 5.00     | 3,815.00 | 28%           | 2,746.80  | 13,734.00      |
| XT-Y3EWP | SERVICE ASSIST, EXT WARRANTY 3YR, XL185M | 5.00     | 200.00   | 0%            | 200.00    | 1,000.00       |
| XT-PL8Y  | FEATURE, ENCRYPTION LITE                 | 5.00     | 0.01     | 0%            | 0.01      | 0.05           |
| XT-PL4F  | FEATURE, PHASE 2 TDMA                    | 5.00     | 250.00   | 28%           | 180.00    | 900.00         |
| XT-PL5K  | FEATURE P25 OTAP PROFILE                 | 5.00     | 350.00   | 28%           | 252.00    | 1,260.00       |
| XT-PL5L  | FEATURE, OTAR                            | 5.00     | 625.00   | 28%           | 450.00    | 2,250.00       |
| XT-PKG8F | FEATURE, 256-AES, 64-DES ENCRYPTION      | 5.00     | 750.00   | 28%           | 540.00    | 2,700.00       |
| XT-PL4L  | FEATURE, SINGLE BAND, 7/800              | 5.00     | 0.01     | 0%            | 0.01      | 0.05           |
| XT-P25ED | FEATURE PACKAGE, P25 & EDACS TRUNKING    | 5.00     | 2,200.00 | 28%           | 1,584.00  | 7,920.00       |
| XT-MA4A  | KIT, MOUNTING XL-MOBILE UNIVERSAL        | 5.00     | 495.00   | 28%           | 356.40    | 1,782.00       |
| XT-MC6A  | MICROPHONE, XL, STANDARD MOBILE          | 5.00     | 105.00   | 28%           | 75.60     | 378.00         |
| XT-AN8D  | ANTENNA, ELEMENT, 700/800 3DB            | 5.00     | 100.00   | 28%           | 72.00     | 360.00         |
| XT-AN6U  | ANTENNA, BASE, STD ROOF MOUNT LOW LOSS   | 5.00     | 80.00    | 28%           | 57.60     | 288.00         |
| XT-CP6A  | CONTROL UNIT, XL-CH                      | 5.00     | 1,650.00 | 28%           | 1,188.00  | 5,940.00       |



## Quotation

Page 2 of 2  
Quotation ID QO0029015  
Date 12/05/2023  
Expiration date 12/30/2023

| Item | Description | Quantity | Price  | Line Discount | Net Price | Extended Price |
|------|-------------|----------|--------|---------------|-----------|----------------|
|      | Programming | 5.00     | 45.00  | 0%            | 45.00     | 225.00         |
|      | Shipping    | 1.00     | 100.00 | 0%            | 100.00    | 100.00         |

Order Acceptance - Please sign below

**Pre-tax Total \$38,837.10**

Signature

\_\_\_\_\_

Printed name

\_\_\_\_\_

Date

\_\_\_\_\_

***This quotation does not include tax  
Applicable taxes will be calculated during invoicing***

**Not an Invoice – Do Not Pay**

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: [www.ask4ci.com/termsandconditions](http://www.ask4ci.com/termsandconditions)

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR). Equipment will be invoiced upon delivery.

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving Federally-Funded Subaward and Grant Agreement for Hurricane Idalia.

**DEPARTMENT:** Finance

**PREPARED BY:** Daniel Stauffer, Finance Director

**ATTACHMENTS:** Resolution , DR4734 - City of DeLand - Subgrant Agreement

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The City was impacted by Hurricane Idalia in August and September 2023, incurring storm related costs for emergency protective measures. A Federal Disaster was declared on September 1, 2023, making these expenditures eligible for reimbursement through the Federal Emergency Management Agency (FEMA).

To expedite the processing and payment, the Florida Division of Emergency Management (FDEM) has recommended that the local governing body approve the grant agreement and delegate authority to staff to execute modifications for additional project worksheets.

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

Disaster Recovery.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The City is working with our FEMA reps to submit expenditures for reimbursement of FEMA disaster recovery funds for Hurricane Idalia. The federal and state revenue received for obligated projects will replenish the hurricane reserve funds that were used to cover the expenses of the storm.

**RECOMMENDATION:**

Staff recommends the City Commission approve the Resolution authorizing the execution of the grant agreement and delegating the City Manager (who is registered in the FDEM electronic approval system) as the City's Authorized Agent to execute the agreement and any future modifications.

**BACKGROUND/DISCUSSION:**

N/A

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR EMERGENCY PROTECTIVE MEASURES, CONTRACT NUMBER Z4153; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of DeLand was impacted by Hurricane Idalia (FEMA-4734-DR-FL) in August and September 2023 and incurred storm related costs for emergency protective measures; and

**WHEREAS**, the State of Florida Division of Emergency Management (“FDEM”) has the statutory authority to disburse federal disaster recovery funds received in response to Hurricane Idalia; and

**WHEREAS**, the City of DeLand (“City”) desires to obtain federal disaster recovery funds to offset the expenses incurred by the City in responding to Hurricane Idalia; and

**WHEREAS**, the Federally-Funded Subaward and Grant Agreement between the City and FDEM will enable the City to apply for and receive public assistance funding;

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

**Section 1.** The City Commission of the City of DeLand hereby authorizes execution and acceptance of the Federally-Funded Subaward and Grant Agreement (Contract Number Z4153) between the City and FDEM.

**Section 2.** The City Commission of the City of DeLand hereby delegates to the City Manager the authority to legally execute and bind the City (as Sub-Recipient) to the terms of the Agreement and to act as the City’s Authorized Agent for performance of the Agreement.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor – Commissioner

**ATTEST:**

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

**APPROVED IN FORM AND LEGALITY:**

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



**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: DeLand, City Of

Subrecipient's unique entity identifier: J2N4T56E6SN1

Federal Award Date: 09/01/2023

Subaward Period of Performance Start and End Date (Cat A-B): 08/31/2023 - 2/29/2024

Subaward Period of Performance Start and End Date (Cat C-G): 08/31/2023 - 2/28/2025

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

### Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and \_\_\_\_\_ DeLand, City Of \_\_\_\_\_ (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Mr. Stephane Malet  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency  
                     Management 2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4469  
Email:           Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:           Michael Pleus, City Manager  
Address:        120 South Florida Avenue  
                     DeLand, FL 32720

Telephone: 386-626-7109  
Email: pleusm@deland.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | Reporting Time Period   | Subrecipient Report Submittal Deadline |
|----------------|-------------------------|----------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31 | January 15                             |
| Quarter 2 (Q2) | January 1 – March 31    | April 15                               |
| Quarter 3 (Q3) | April 1 – June 30       | July 15                                |
| Quarter 4 (Q4) | July 1 – September 30   | October 15                             |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### **(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### **(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** DeLand, City Of

By: \_\_\_\_\_

(Signature)

Name: Michael Pleus

Title: City Manager

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_



**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

Michael Pleus, City Manager

Name and Title

120 South Florida Avenue

Street Address

DeLand, FL, 32720

City, State, Zip

\_\_\_\_\_  
Date

DeLand, City Of

Subrecipient's Name

Z4153

DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** DeLand, City Of

**Box 1: Authorized Agent (Full Access)**

Name  
**Michael Pleus**

Signature

Organization / Official Position  
**City of DeLand / City Manager**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7109**

E-mail Address  
**pleusm@deland.org**

**Box 2: Primary Contact (Full Access)**

Name  
**Daniel Stauffer**

Signature

Organization / Official Position  
**City of DeLand / Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7079**

E-mail Address  
**staufferd@deland.org**

**Box 3: Alternate Contact (Full Access)**

Name  
**Heidi Van Etten**

Signature

Organization / Official Position  
**City of DeLand / Assistant Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7071**

E-mail Address  
**vanettenh@deland.org**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name  
**Heidi Van Etten**

Signature

Organization / Official Position  
**City of DeLand / Assistant Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7071**

E-mail Address  
**vanettenh@deland.org**

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name  
**Kieu Moses**

Signature

Organization / Official Position  
**City of DeLand / Risk/Safety/Events Manager**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7112**

E-mail Address  
**mosesk@deland.org**

**Box 6: Other-Environmental-Historic (Full Access)**

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** DeLand, City Of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 01

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000307

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 127-16875-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, **City of DeLand**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

**Michael Pleus, City Manager**

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving Federally-Funded Subaward and Grant Agreement for Hurricane Nicole.

**DEPARTMENT:** Finance

**PREPARED BY:** Daniel Stauffer, Finance Director

**ATTACHMENTS:** Resolution , DR4680 -City of DeLand - Subgrant Agreement

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The City was impacted by Hurricane Nicole in November 2022, incurring storm related costs for emergency protective measures. A Federal Disaster was declared on December 13, 2022, making these expenditures eligible for reimbursement through the Federal Emergency Management Agency (FEMA).

To expedite the processing and payment, the Florida Division of Emergency Management (FDEM) has recommended that the local governing body approve the grant agreement and delegate authority to staff to execute modifications for additional project worksheets.

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

Disaster Recovery

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

The City is working with our FEMA reps to submit expenditures for reimbursement of FEMA disaster recovery funds for Hurricane Nicole. The federal and state revenue received for obligated projects will replenish the hurricane reserve funds that were used to cover the expenses of the storm.

**RECOMMENDATION:**

Staff recommends the City Commission approve the Resolution authorizing the execution of the grant agreement and delegating the City Manager (who is registered in the FDEM electronic approval system) as the City's Authorized Agent to execute the agreement and any future modifications.

**BACKGROUND/DISCUSSION:**

N/A

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR EMERGENCY PROTECTIVE MEASURES, CONTRACT NUMBER Z4153; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of DeLand was impacted by Hurricane Idalia (FEMA-4734-DR-FL) in August and September 2023 and incurred storm related costs for emergency protective measures; and

**WHEREAS**, the State of Florida Division of Emergency Management (“FDEM”) has the statutory authority to disburse federal disaster recovery funds received in response to Hurricane Idalia; and

**WHEREAS**, the City of DeLand (“City”) desires to obtain federal disaster recovery funds to offset the expenses incurred by the City in responding to Hurricane Idalia; and

**WHEREAS**, the Federally-Funded Subaward and Grant Agreement between the City and FDEM will enable the City to apply for and receive public assistance funding;

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

**Section 1.** The City Commission of the City of DeLand hereby authorizes execution and acceptance of the Federally-Funded Subaward and Grant Agreement (Contract Number Z4153) between the City and FDEM.

**Section 2.** The City Commission of the City of DeLand hereby delegates to the City Manager the authority to legally execute and bind the City (as Sub-Recipient) to the terms of the Agreement and to act as the City’s Authorized Agent for performance of the Agreement.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor – Commissioner

**ATTEST:**

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

**APPROVED IN FORM AND LEGALITY:**

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

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: DeLand, City Of

Subrecipient's unique entity identifier: J2N4T56E6SN1

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

### Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and \_\_\_\_\_ DeLand, City Of \_\_\_\_\_ (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;



C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                    2555 Shumard Oak Blvd.  
                    Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:           Michael Pleus, City Manager  
Address:        120 South Florida Avenue  
                    DeLand, FL 32720

Telephone: 386-626-7109  
Email: pleusm@deland.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

### **(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

### **(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | <b>Reporting Time Period</b> | <b>Subrecipient Report Submittal Deadline</b> |
|----------------|------------------------------|-----------------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31      | January 15                                    |
| Quarter 2 (Q2) | January 1 – March 31         | April 15                                      |
| Quarter 3 (Q3) | April 1 – June 30            | July 15                                       |
| Quarter 4 (Q4) | July 1 – September 30        | October 15                                    |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### **(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### **(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** DeLand, City Of

By: \_\_\_\_\_

(Signature)

Name: Michael Pleus

Title: City Manager

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

**Michael Pleus, City Manager**

Name and Title

**120 South Florida Avenue**

Street Address

**DeLand, FL, 32720**

City, State, Zip

\_\_\_\_\_  
Date

**DeLand, City Of**

Subrecipient's Name

**Z3672**

DEM Contract Number



## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** DeLand, City Of

**Box 1: Authorized Agent (Full Access)**

Name  
**Michael Pleus**

Signature

Organization / Official Position  
**City of DeLand / City Manager**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7109**

E-mail Address  
**pleusm@deland.org**

**Box 2: Primary Contact (Full Access)**

Name  
**Daniel Stauffer**

Signature

Organization / Official Position  
**City of DeLand / Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7079**

E-mail Address  
**staufferd@deland.org**

**Box 3: Alternate Contact (Full Access)**

Name  
**Heidi Van Etten**

Signature

Organization / Official Position  
**City of DeLand / Assistant Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7071**

E-mail Address  
**vanettenh@deland.org**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name  
**Heidi Van Etten**

Signature

Organization / Official Position  
**City of DeLand / Assistant Finance Director**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7071**

E-mail Address  
**vanettenh@deland.org**

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name  
**Kieu Moses**

Signature

Organization / Official Position  
**City of DeLand / Risk/Safety/Events Manager**

Mailing Address  
**120 South Florida Avenue**

City, State, Zip  
**DeLand, FL 32720**

Daytime Telephone  
**386-626-7112**

E-mail Address  
**mosesk@deland.org**

**Box 6: Other-Environmental-Historic (Full Access)**

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** DeLand, City Of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 01

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000307

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 127-16875-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, **City of DeLand**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

**Michael Pleus, City Manager**

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving FAA Grant Award for Airport Taxiway A Mid-section Rehabilitation Construction Project.

**DEPARTMENT:** Airport

**PREPARED BY:** John Eiff, Airport Manager

**ATTACHMENTS:** Resolution , Exhibit A

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

---

**SUMMARY/HIGHLIGHT:**

The mid-section of Taxiway A is in very poor condition. Taxiway A is heavily used and is several decades old and is no longer repairable. Pursuant to applications made by staff and our consultant, the Federal Aviation Administration (FAA) has agreed to fund 90% (\$268,200) of the costs for rehabilitation of Taxiway A mid-section. Attached is the Resolution for the FAA grant, and the FAA grant.

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

Sustainability

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

If approved, the attached grant agreement will provide a maximum of \$268,200 in FAA funding. This amount represents approximately 90% of the cost (\$268,200) for the construction project. The Florida Department of Transportation (FDOT) has provided 8% (\$23,840) of project cost with remaining funds (2% or \$5,960) to be provided by the Airport Enterprise Fund.

**RECOMMENDATION:**

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-031-2024 and also approve the accompanying resolution authorizing the Mayor-Commissioner to execute the grant on behalf of the City of DeLand.

**BACKGROUND/DISCUSSION:**

Construction is anticipated to be completed in late 2024.

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,  
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH  
THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT  
IMPROVEMENT PROGRAM PROJECT NUMBER 3-12-0019-031-2024;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Aviation Administration has offered the City a Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide 90% funding for the Taxiway A Rehabilitation Construction Project; and

**WHEREAS**, the aforesaid agreement requires the City of DeLand to pay 2% of the anticipated project cost; and

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

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

**Section 1.** The City Commission hereby sets aside the additional amount of \$5,960 pay for its share (2%) of the anticipated cost.

**Section 2.** The Mayor-Commissioner is authorized to execute the Airport Infrastructure Grant for this project.

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

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January 2024.

---

Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

---

Julie A. Hennessy  
City Clerk – Auditor

**APPROVED AS TO FORM AND LEGALITY:**

---

Darren J. Elkind  
City Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District  
Office  
8427 SouthPark Circle  
Suite 524  
Orlando, FL 32819

January 3, 2024

Mr. John Eiff  
Airport Manager  
Deland Municipal Airport  
1000 Flightline Blvd  
Deland, FL 32724

Dear Mr. Eiff:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0019-031-2024 at DeLand Municipal-Sidney H Taylor Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **February 9, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Scott W. Carraro, (407) 487-7222, [scott.w.carraro@faa.gov](mailto:scott.w.carraro@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
Rebecca R. Henry (Jan 3, 2024 12:28 EST)

Rebecca R. Henry  
Acting Manager



# "EXHIBIT A"



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FY 2024 AIRPORT INFRASTRUCTURE GRANT

### GRANT AGREEMENT

#### Part I - Offer

|                                     |                                                |
|-------------------------------------|------------------------------------------------|
| Federal Award Offer Date            | January 3, 2024                                |
| Airport/Planning Area               | DeLand Municipal-Sidney H Taylor Field Airport |
| Airport Infrastructure Grant Number | 3-12-0019-031-2024                             |
| Unique Entity Identifier            | J2N4T56E6SN1                                   |
| TO:                                 | City of DeLand                                 |
|                                     | (herein called the "Sponsor")                  |

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 10, 2023, for a grant of Federal funds for a project at or associated with the DeLand Municipal-Sidney H Taylor Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the DeLand Municipal-Sidney H Taylor Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A Midsection

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$268,200.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 268,200 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with and all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before February 9, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved



Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 22, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
  - a. **Prohibition of Reprisals.**
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. **Investigation of Complaints.**
    1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

### SPECIAL CONDITIONS

27. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
28. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Rebecca R. Henry*

Rebecca R. Henry (Jan 3, 2024 12:28 EST)

*(Signature)*

Rebecca R. Henry

*(Typed Name)*

Acting Manager

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of DeLand

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>



- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:



1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of DeLand, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.



**32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of July 10, 2023.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport

Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Consideration re Grant of Temporary Power Easement to Duke Energy, New Utility Administration Building, Located at 1102 South Amelia Avenue.

**DEPARTMENT:** Engineering

**PREPARED BY:** Ray Bahrami, City Engineer

**ATTACHMENTS:** Duke Temporary Power Easement - UAB, Duke Exhibit for UAB - Exhibit A

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The attached easement, if approved, will allow Duke Energy to install underground primary power lines to the proposed transformer located near Utility Administration Building. Duke Energy will not supply power without this easement.

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

Sustainability.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

Granting this easement to Duke Energy has no fiscal impact; however, the City will incur cost for payment to Duke Energy for contributions in aid construction.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to extend power service to the new Utility Administration Building located at 1102 South Amelia Avenue.

**BACKGROUND/DISCUSSION:**

Staff notes that the subject documents are “blanket easements” which allow Duke Energy to run its lines anywhere on the parcels. The documents provide, however that they can be replaced with “descriptive easements” each of whose width will be five feet on either side of the power lines installed. Once the power lines are in place, the City will have their locations surveyed and legal descriptions will be developed and included

**TEMPORARY EASEMENT TO DUKE ENERGY, Utility Administration Building**

**THIS TEMPORARY EASEMENT** (“Easement”) from **CITY OF DELAND, a Florida municipal corporation**, whose mailing address is 120 S. Florida Avenue, DeLand, Florida 32720 (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the temporary right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00-foot-wide Easement Area lying five feet (5.00’) on each side of **GRANTEE**'s Facilities to be installed at mutually agreeable location(s) within the area shown and depicted on Exhibit “A” which is attached hereto and incorporated herein by reference to accommodate present and future development. Tax Parcel Number: 702102000092, as assigned by the Volusia County Property Appraiser.

**THIS EASEMENT WILL BE REPLACED** with a Descriptive Easement five feet (5.00’) on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by the **GRANTOR** within ninety (90) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within ninety (90) days after completion of installation, **GRANTEE** will record this easement.

**THE RIGHTS HEREIN GRANTED** to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground

structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. **GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

**THIS EASEMENT SHALL NOT** be recorded in the Official Records of Volusia County unless **GRANTOR** does not provide the required sketch of description as provided above, although the **GRANTEE** may record the Descriptive Easement (Permanent Easement) at its discretion.

**IN WITNESS WHEREOF**, this Easement has been executed by Grantor on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is effective as of the Effective Date herein.

**ATTEST:**

**GRANTOR: CITY OF DELAND**

\_\_\_\_\_  
**Christopher M. Cloudman**  
**Mayor - Commissioner**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

USP:

USP:

PERSONAL ACCOUNTABILITY

USP:

ACTIVE CARING

USP:

HAZARD RECOGNITION

SAFETYFirst

PERSONAL ACCOUNTABILITY

ACTIVE CARING

HAZARD RECOGNITION

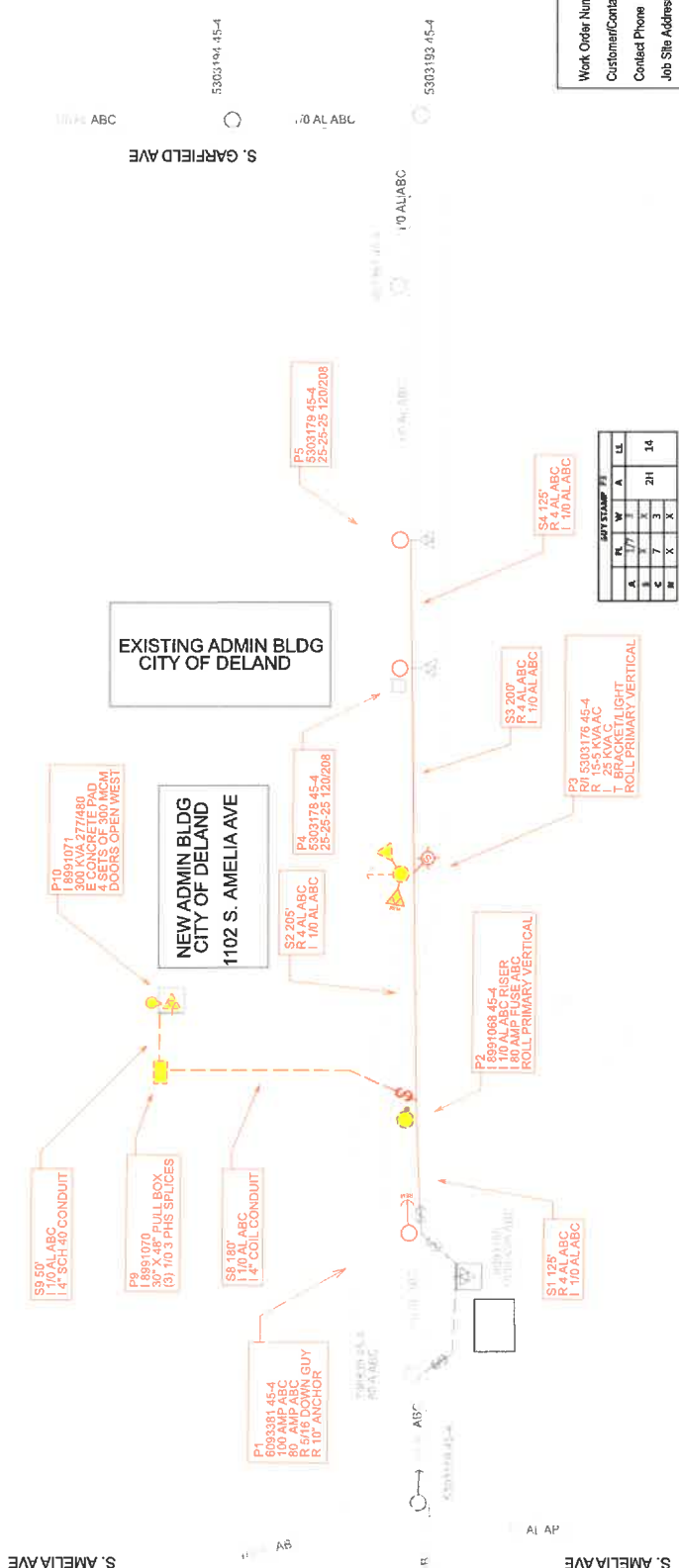
Scale For

SAFETY

Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

EXHIBIT A



SCOPE OF WORK:

INSTALL 300 KVA 277/480 TRANSFORMER  
CUSTOMER TO INSTALL TRANSFORMER PAD  
ALL 3 PHS UG PRIMARY TO BE INSTALLED IN DUKE ENERGY 4" CONDUIT  
600:5 CTs TO BE MOUNTED IN TRANSFORMER  
CUSTOMER TO INSTALL 4 SETS OF 300 KCM  
SITE CONTACT - DUNCAN GRAHAM W/ WHARTON SMITH, INC. 407-432-6492

Work Order Number

50126361

Customer/Contact

CITY OF DELAND

Contact Phone

386-252-0573

Job Site Address

1102 S Amelia Ave #JAB

City

DELAND

County

VOLUSIA

State, Zip

FL 32724

Designer

JEFF HERRING

Designer Phone

386-943-3907

Sheet No.

W1704

Primary Voltage

12.47/17200

Permit Required

Yes No X

Permit TypeNo.

Permit TypeNo. 2

Permit TypeNo. 3

Revision Date

DUKE ENERGY

Sheet Scale =

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Consideration re Recommended Selection of Architectural Consulting Firm.

**DEPARTMENT:** Engineering

**PREPARED BY:** Ray Bahrami, City Engineer

**ATTACHMENTS:** List of Firms Responding to RFQ, Request for Expressions of Interest and Statements of Qualifications, JL2 Consultant Agreement

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

Staff initiated a selection process for architectural consulting services in order to provide a contract with a firm to perform architectural services. Staff issued a Request for Expressions of Interest and Statements of Qualifications which is attached to this RCA. Submittals were received from eleven firms as listed on the attached tabulation.

A selection committee consisting of Commissioner Kevin Reid, Ray Bahrami, Todd Allen and Jason Umberger numerically ranked the submittals in accordance with the evaluation criteria issued with the City's request for submittals.

The Selection Committee recommended to select JL2 Architecture as the top Architectural Firm. since JL2 Architecture ranked first by all Selection Committee members, no consultant interview would be necessary. Staff is also requesting that City Commission authorize the execution by the Mayor of the attached contract if the Consultant accepts the terms set forth therein.

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

Preparing for the future (Sustainability).

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

No fiscal impact is anticipated as a result of final ranking of the various firms. However, funds will be expended pursuant to the attached contract in an amount that is not set.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the recommended final ranking of Architectural Consulting firms and authorize the Mayor to execute the contract with the top ranked firm, assuming that the consultant agrees to the terms of the contract.

**BACKGROUND/DISCUSSION:**

N/A





120 S. Florida Ave.  
DeLand, FL 32720  
Phone: 386-626-7000  
Fax: 386-626-7140

## REQUEST FOR QUALIFICATIONS - NAMES ONLY TABULATION SHEET

**RFQ Title: Architectural Consulting Services**

**RFQ No: RFQ-24-01**

**OPENING DATE & TIME: December 20, 2023 @ 3:00 P.M.**

**POSTING DATE: December 21, 2023**

**POSTED BY: Corey McMillen**

### PROPOSALS WERE RECEIVED FROM THE FOLLOWING:

| VENDOR                                 | VENDOR CITY/STATE |
|----------------------------------------|-------------------|
| Bentley Group, Inc.                    | Longwood, FL      |
| Borrelli + Partners, Inc.              | Orlando, FL       |
| CPH Consulting, LLC                    | Sanford, FL       |
| Forefront Architecture and Engineering | Clermont, FL      |
| Hall & Ogle Architects, Inc.           | Daytona Beach, FL |
| JL2 Architecture                       | Longwood, FL      |
| K2M Design                             | Key West, FL      |
| The Lunz Group                         | Lakeland, FL      |
| Monarch Design Group                   | Gainesville, FL   |
| PQH Group                              | Jacksonville, FL  |
| Raymond                                | Windermere, FL    |



**City of DeLand**

**REQUEST FOR QUALIFICATIONS**

**RFQ-24-01**

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**Architectural Consulting Services**

City of DeLand  
120 S. Florida Ave.  
DeLand, Florida 32720  
(321) 626-7000

**Daytona Beach News Journal  
Legal Section Ad dated 11/22/2023**



**CITY OF DELAND  
NOTICE TO BIDDERS  
RFQ-24-01**

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2<sup>nd</sup> floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on December 20, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

**"Architectural Consulting Services"**

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

Michael Pleus  
City Manager

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- I. INTRODUCTION
- II. SCOPE OF SERVICES
- III. RECORD INFORMATION AND SITE VIEWING EVALUATION OF PROPOSALS
- IV. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION
- V. SUBMITTAL REQUIREMENTS
- VI. EVALUATION CRITERIA

# REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-24-01

## Architectural Consulting Services

### I. INTRODUCTION

The City of DeLand ("City") is seeking statements of qualifications from qualified consultants to perform professional services, on a continuing contract basis for Architectural Consulting Services. Design Services will be for City facilities to include, but not be limited to, offices, public services facilities, fire stations, police stations, parks & recreational facilities, etc. Typical services to be provided include development of Conceptual Design, Schematic Design, Design Development, Construction Documents and Construction Administration.

### II. SCOPE OF SERVICES

Provide facilities design work, comprehensive project phasing, site assessment and investigation, review of existing systems against applicable standards, preparation of contract drawings and specifications for construction bidding, and constructability reviews. Subject matter expert regarding standards and practices for architectural designs, building components, component installations, building construction, landscaping and ergonomics, interior alterations, renovations, remodeling and addition to existing buildings.

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist a minimum of the three (3) top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). The Negotiating Committee will then negotiate with the top-ranked firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Architectural Consulting Services** will be received until **3:00 PM on December 20, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

\*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Manager or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the DeLand City Commission or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits

of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Manager, (386) 626-7078; e-mail [mcmillenc@deland.org](mailto:mcmillenc@deland.org) and [purchasing@deland.org](mailto:purchasing@deland.org).

#### TIMELINE

| <b>Event</b>         | <b>Date</b>                   |
|----------------------|-------------------------------|
| Solicitation Date    | November 22, 2023             |
| Pre-Proposal Meeting | N/A                           |
| Question Deadline    | December 13, 2023 @ 5:00 P.M. |
| Submission Deadline  | December 20, 2023 @ 3:00 P.M. |

### III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager office at:

City of DeLand – Finance Department  
Attn: Corey McMillen  
120 S. Florida Ave.  
DeLand, Florida 32720  
(386) 626-7078 / Email: [mcmillenc@deland.org](mailto:mcmillenc@deland.org)

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.
2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.
3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.
4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.
5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.
6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.
8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.
9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.
10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.
11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.
12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Manager or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.
13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.
14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.
15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.
16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

#### SCRUTINIZED CONTRACTORS

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

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

Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

#### IV. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).
2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.
3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable.**
4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:
  - a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
  - b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
  - c. Professional Liability Insurance – For errors and omissions in the amounts of \$2,000,000 per claim.
5. Tie - Award of all tie rankings shall be made by the Purchasing Manager in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
  - a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;



- b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

## V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

### SUBMITTAL FORMAT:

Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits.

**Please submit four (4) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

#### Tab 1: Introduction (maximum 2 pages)

- 1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
- 2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
- 3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
- 4) Additional Information – Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

#### Tab 2: Organizational Profile and Subcontractors (maximum 4 pages)

- 1) Project Manager – Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.
- 2) Key Team Members – Name, address, background, education, and experience of each key team member for the services to be provided.
- 3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
- 4) Organizational Chart – Graphical illustration of the service delivery structure.

#### Tab 3: Experience (maximum 4 pages)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

- 1) Name and description of the project/services provided
- 2) Project owner, contact name, and phone number
- 3) Scope of the total project and the scope of the Contractor's portion
- 4) Total project cost
- 5) Name of the Contractor's project manager

#### Tab 4: Required Proposal Forms

- 1) Public Entity Crime Form

- 2) Non-Collusion Affidavit
- 3) Proposer's Certification
- 4) Certificate as to Corporate Principal
- 5) Drug-Free Workplace Form
- 6) Contractor Affidavit Regarding Scrutinized Company List

## VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, Experience, and Design Approach for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

### **Responsiveness (10 Points)**

Conformed to all proposal requirements and submitted all required documentation.

### **Qualifications (45 points maximum)**

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

- (1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.
- (2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).
- (3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.
- (4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

### **Experience of Offeror (45 points maximum)**

- (1) Length of time company has operated; length of time providing both Design Criteria Professional Services similar to those required in the SOQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.
- (2) Company has considerable and readily quantified experience in providing similar Design Criteria Professional Services, particularly design-build projects performed in compliance with §287.055, Florida Statutes.
- (3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.
- (4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.
- (5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.
- (6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

### **100 Points (Maximum)**

## **PUBLIC ENTITY CRIME FORM**

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

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

Acknowledged: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Signature of Individual

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title of Individual

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

## PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

Business Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Principal in the within Bid Bond; that \_\_\_\_\_ who signed the said Bid Bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

**CITY OF DeLAND**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

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Business Name

---

Bid Number and Name

---

Authorized Representative's Signature

---

Date

---

Name

---

Position



## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

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

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AFFIX SEAL or STAMP)

\_\_\_\_\_  
Notary Public

My commission expires:

## **AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND**

THIS AGREEMENT, made this 17<sup>th</sup> day of January, 2024 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and JL2 Architecture, LLC ("Consultant"), whose address is 1678 Kingston Road, Longwood, FL 32750 (collectively the "Parties").

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

### **WITNESSETH:**

#### **I. DOCUMENTS**

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

(1) Solicitation No. RFQ-24-01, including any and all addenda, prepared by the City of DeLand ("Exhibit A").

(2) The fee/cost schedule ("Exhibit B").

#### **II. SCOPE**

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

#### **III. TERM OF AGREEMENT**

The initial contract period shall commence on January 18, 2024, and shall end on September 30, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

#### **IV. COMPENSATION**

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Exhibit B.

#### **V. METHOD OF BILLING AND PAYMENT**

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

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

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

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

#### **VI. GENERAL CONDITIONS**

##### **A. Indemnification**

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

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

For all indemnification claims made under this Agreement, both for professional liability claims and all other claims, the following provisions apply: To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The

provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B. Intellectual Property**

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

#### **C. Termination for Cause**

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

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

#### **D. Termination for Convenience**

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

#### **E. Cancellation for Unappropriated Funds**

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

#### **F. Insurance**

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

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

The following insurance policies and coverages are required:

##### **Commercial General Liability**

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

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

### Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

### Business Automobile Liability

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

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws.

### Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of DeLand  
120 South Florida Avenue  
DeLand, FL 32720

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

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

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

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

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

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

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

#### **G. Environmental Health and Safety**

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.



#### **H. Standard of Care**

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

#### **I. Rights in Documents and Work**

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

#### **J. Audit Right and Retention of Records**

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

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

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports

and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

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

**L. Independent Consultant**

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

**M. Non-Waiver**

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

**N. Assignment and Performance**

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

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

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

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

#### **O. Conflicts**

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

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

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

**P. Time of the Essence**

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

**Q. Materiality and Waiver of Breach**

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

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

**R. Compliance With Laws**

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

**S. Severance**

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

**T. Limitation of Liability**

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

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

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

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

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

**V. Amendments**

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

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

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

#### **Y. Representation of Authority**

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

#### **Z. Uncontrollable Circumstances ("Force Majeure")**

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

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **AA. Scrutinized Companies**

The Consultant 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 Consultant 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.

## **BB. Public Records**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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: 386-626-7130, EMAIL: [HENNESSY@DELAND.ORG](mailto:HENNESSY@DELAND.ORG)**

Consultant shall comply with public records laws, and Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **CC. E-Verify**

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

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

2. The City, the Consultant, or any sub-consultant 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 sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant 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 Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, 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 21 in their subcontracts. Consultant shall be responsible for compliance by any and all sub-consultants, 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.

#### **DD. Security Breach**

The Consultant 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 Consultant obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant 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 Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, 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 Consultant 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 Consultant 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. Consultant 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 Consultant.

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

JL2 ARCHITECTURE, LLC

CITY OF DELAND

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher M. Cloudman, Mayor

Date Executed: \_\_\_\_\_

Date Executed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Julie A. Hennessy, City Clerk



**City of DeLand**

**REQUEST FOR QUALIFICATIONS**

**RFQ-24-01**

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**Architectural Consulting Services**

City of DeLand  
120 S. Florida Ave.  
DeLand, Florida 32720  
(321) 626-7000

**Daytona Beach News Journal  
Legal Section Ad dated 11/22/2023**



**CITY OF DELAND  
NOTICE TO BIDDERS  
RFQ-24-01**

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2<sup>nd</sup> floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 3:00 p.m. on December 20, 2023 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

**"Architectural Consulting Services"**

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

Michael Pleus  
City Manager

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- VI. EVALUATION CRITERIA

# REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-24-01

## Architectural Consulting Services

### I. INTRODUCTION

The City of DeLand ("City") is seeking statements of qualifications from qualified consultants to perform professional services, on a continuing contract basis for Architectural Consulting Services. Design Services will be for City facilities to include, but not be limited to, offices, public services facilities, fire stations, police stations, parks & recreational facilities, etc. Typical services to be provided include development of Conceptual Design, Schematic Design, Design Development, Construction Documents and Construction Administration.

### II. SCOPE OF SERVICES

Provide facilities design work, comprehensive project phasing, site assessment and investigation, review of existing systems against applicable standards, preparation of contract drawings and specifications for construction bidding, and constructability reviews. Subject matter expert regarding standards and practices for architectural designs, building components, component installations, building construction, landscaping and ergonomics, interior alterations, renovations, remodeling and addition to existing buildings.

The procurement of these services will be done by competitive selection and negotiation consistent with Chapter 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and City of DeLand Purchasing Policy.

Qualified responses will be reviewed and ranked by the City's Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the firm or firms; or the Selection Committee may choose to shortlist a minimum of the three (3) top-ranked firms. If shortlisting is done, the shortlisted firms will be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) business days prior to the presentations/interviews the Selection Committee will provide those firms selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected firm(s). The Negotiating Committee will then negotiate with the top-ranked firm(s). Selection will be made in accordance with the Florida "Consultants' Competitive Negotiations Act" (§ 287.055, F.S.) and City of DeLand Purchasing Policy. The City reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications for **Architectural Consulting Services** will be received until **3:00 PM on December 20, 2023**.

Qualifications shall be submitted to the City of DeLand, Attn: Corey McMillen, 120 S. Florida Ave., DeLand, Florida 32720.

\*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the City of DeLand at the address above. To be considered, an RFQ must be accepted by the Purchasing Manager or designee no later than the closing date and time.

All firms and their agents are hereby placed on notice that they are not to contact members of the DeLand City Commission or staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits

of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison.

The staff member designated as the liaison for this Request for Qualifications is Corey McMillen, Purchasing Manager, (386) 626-7078; e-mail [mcmillenc@deland.org](mailto:mcmillenc@deland.org) and [purchasing@deland.org](mailto:purchasing@deland.org).

#### TIMELINE

| <b>Event</b>         | <b>Date</b>                   |
|----------------------|-------------------------------|
| Solicitation Date    | November 22, 2023             |
| Pre-Proposal Meeting | N/A                           |
| Question Deadline    | December 13, 2023 @ 5:00 P.M. |
| Submission Deadline  | December 20, 2023 @ 3:00 P.M. |

### III. RECORD INFORMATION AND SITE VIEWING

Complete package is available on DemandStar® (<https://www.demandstar.com>) & VendorLink <https://www.myvendorlink.com/common/default.aspx>.

You may also contact the Purchasing Manager office at:

City of DeLand – Finance Department  
Attn: Corey McMillen  
120 S. Florida Ave.  
DeLand, Florida 32720  
(386) 626-7078 / Email: [mcmillenc@deland.org](mailto:mcmillenc@deland.org)

The City will not provide access to these sites before the Contractors submittal of their qualifications. Contractors that make the shortlist will be allowed limited access to the sites prior to their presentations and interviews.

1. All responses shall become the property of the City. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119.071 of the Florida Statutes, General Exemptions from Inspection or Copying of Public Records.
2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes prior to entering into a Contract with the City.
3. The City will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.
4. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws.
5. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the City. Furthermore, all Contractors must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.
6. Contractors, their agents, and associates shall not contact any City official or member of the City staff regarding this Request for Qualifications during the selection process. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.
8. The responsibility for determining the extent of the professional engineering services required rests solely with the respondent. Neither the City nor its representatives shall be responsible for determining the final scope of services that may be required.
9. All timely responses will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.
10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, State of Florida and applicable local ordinances. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.
11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the City's judgment, will be in the City's best interest.
12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by the City Purchasing Manager or designee. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the City.
13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.
14. Any Responses submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as the City receives the Response by the deadline as provided herein.
15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the Response deadline.
16. Any consultant or subconsultant selected to prepare the design criteria package for this project will not be allowed to propose or perform design or consultant services as part of the design/build team.

#### SCRUTINIZED CONTRACTORS

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

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

Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

#### IV. SPECIAL TERMS AND CONDITIONS OF THE SOLICITATION

1. A Contractor with which the City successfully negotiates terms and conditions for the Work shall be required to enter into a contract with the City that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees for the project, the City reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).
2. The successful Contractor shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to respondent's services under this Agreement. Consideration for this indemnification provision will be included in the Contractor's hourly rate.
3. **The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the contract without prior written permission of the City. This requirement is not negotiable.**
4. The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:
  - a. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
  - b. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
  - c. Professional Liability Insurance – For errors and omissions in the amounts of \$2,000,000 per claim.
5. Tie - Award of all tie rankings shall be made by the Purchasing Manager in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the City shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
  - a. Priority shall be given to the respondent certifying that it is a Drug-Free Workplace as defined within §287.087, Florida Statutes;



- b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

## V. SUBMITTAL REQUIREMENTS

Responses will be evaluated based on the written document submitted as the response to this RFQ; therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this Request for Qualifications must comply with the following directions and must be presented in this format and in this order:

### SUBMITTAL FORMAT:

Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Century, Courier, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the section page limits.

**Please submit four (4) paper executed signed copies with the original clearly marked and one (1) electronic copy on USB flash drive.** The booklet shall be divided and organized with tabs as follows:

#### Tab 1: Introduction (maximum 2 pages)

- 1) Contractor's Basic Information – Contractor's name, mailing address, email address, and phone number(s).
- 2) Primary Contact Person – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
- 3) Contractor's Qualifications – Summary and highlights of the Contractor's qualifications and ability to provide the services identified in the purpose and scope paragraph of this RFQ (Section II).
- 4) Additional Information – Additional information the Contractor believes relevant and important to his or her submittal not otherwise requested.

#### Tab 2: Organizational Profile and Subcontractors (maximum 4 pages)

- 1) Project Manager – Name, address, background, education, and experience of the Consultant's project manager for all the services to be provided. This person will be the contact person for all technical services performed by the Contractor for The City of DeLand.
- 2) Key Team Members – Name, address, background, education, and experience of each key team member for the services to be provided.
- 3) Subcontractors – Identify services to be provided by subcontractors, and provide the name and contact information for each subcontractor's contact person, including address. Provide summaries of each subcontractor's experience relative to the portion of the services they intend to provide.
- 4) Organizational Chart – Graphical illustration of the service delivery structure.

#### Tab 3: Experience (maximum 4 pages)

Project Summaries – Identify similar projects that demonstrate expertise regarding scope. For each project, provide the following:

- 1) Name and description of the project/services provided
- 2) Project owner, contact name, and phone number
- 3) Scope of the total project and the scope of the Contractor's portion
- 4) Total project cost
- 5) Name of the Contractor's project manager

#### Tab 4: Required Proposal Forms

- 1) Public Entity Crime Form

- 2) Non-Collusion Affidavit
- 3) Proposer's Certification
- 4) Certificate as to Corporate Principal
- 5) Drug-Free Workplace Form
- 6) Contractor Affidavit Regarding Scrutinized Company List

## VI. EVALUATION CRITERIA

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to The DeLand City Commission for approval and authorization to negotiate with top-ranked firms. Each response will be evaluated by the Selection Committee members and subjectively scored on Compliance with Instructions, Introduction, Organizational Profile and Subcontractors, Experience, and Design Approach for a maximum of 100 points as outlined below. The format of the submittal constitutes part of the RFQ response.

### **Responsiveness (10 Points)**

Conformed to all proposal requirements and submitted all required documentation.

### **Qualifications (45 points maximum)**

The respondent shall submit a Service Plan identifying its staffing and approach to providing the scope of services contained in this RFQ. Said plan shall provide the following:

- (1) Description of the firm's plan to perform the services required, including the systems, procedures, and quality control processes used.
- (2) Description of staffing and supervision assigned to complete the work. If the Offeror plans to subcontract any portion of the work, Offeror shall indicate in its plan the identity of the sub-contractor(s) and the role of said sub- contractor(s).
- (3) Schedule of events for the most expeditious completion of the design criteria package, and estimated time required for completion of each service requirement.
- (4) Description of, and assurances regarding, the firm's available capacity to timely complete the services.

### **Experience of Offeror (45 points maximum)**

- (1) Length of time company has operated; length of time providing both Design Criteria Professional Services similar to those required in the SOQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.
- (2) Company has considerable and readily quantified experience in providing similar Design Criteria Professional Services, particularly design-build projects performed in compliance with §287.055, Florida Statutes.
- (3) Company has a proven ability to effectively manage multiple projects. Company shall provide relevant experience data and references.
- (4) Company's policy in recruitment, hiring, testing and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any project-specific needs.
- (5) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project. Provide an organization chart and resumes of key individuals including any industry related and professional designations held by key individuals.
- (6) If any services are expected to be subcontracted, the Offeror shall also provide all of the above information for the sub-contractor(s).

### **100 Points (Maximum)**

## **PUBLIC ENTITY CRIME FORM**

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

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

Acknowledged: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title of Individual

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

## PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

Business Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Principal in the within Bid Bond; that \_\_\_\_\_ who signed the said Bid Bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

**CITY OF DeLAND**  
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

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

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Business Name

---

Bid Number and Name

---

Authorized Representative's Signature

---

Date

---

Name

---

Position



## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

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

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(AFFIX SEAL or STAMP)

\_\_\_\_\_  
Notary Public

My commission expires:

## **EXHIBIT B**

### **RATE SCHEDULE**

|                             |           |
|-----------------------------|-----------|
| Project Architect           | \$ 170.00 |
| Senior Interior Designer    | \$ 170.00 |
| Designer                    | \$ 130.00 |
| Specification Writer        | \$ 170.00 |
| Construction Administration | \$ 160.00 |
| Administration              | \$ 95.00  |

These rates shall be for the first three years of the term of the Agreement, and shall be subject to adjustment based upon mutual agreement of the parties to reflect actual market rates.

Reimbursable expenses shall be charged in addition to compensation for services pursuant to the above schedule and include expenses incurred by the Architect and Architect's employees and are identified as follows:

- Transportation / Mileage (at IRS mileage reimbursement rate)
- Out of Town Travel Expenses
- Long Distance Communications
- Fees for Securing Permits/Approvals
- Reproductions-Postage-Renderings / Models

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Consideration re Appointments to the DeLand Planning Board.

**DEPARTMENT:** City Clerk

**PREPARED BY:** Julie Hennessy, City Clerk

**ATTACHMENTS:** Buz Nesbit, Noreen Kay Huth, Donald Liska, Troy Baumgartner, Thiry Henry, Matthew Johnson

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

The terms for the following Seats on the DeLand Planning Board are vacant as follows:

Seat 1, Buz Nesbit, is eligible for, and has requested reappointment  
Seat 3, Don Liska, is eligible for, and has requested reappointment  
Seat 5, Noreen Kay Lewis, is eligible for, and has requested reappointment  
Seat 6, Virginia Comella, RESIGNED

Staff has received new applications from the following:  
Troy Baumgartner  
Matt Johnson  
Henry Thiry

Terms are for four (4) years. Members must be DeLand residents.

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

Citizen Advisory Boards support the Focus Area of "High Value Government."

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended that the City Commission review the applications and make appointments/reappointments to Seats 1, 3, 5 and 6 on the DeLand Planning Board, for terms to expire November 1, 2027.

**BACKGROUND/DISCUSSION:**

N/A



# CITY OF DELAND

## APPLICATION FOR APPOINTMENT

### PLANNING BOARD

**CRITERIA:** Must be City resident.

**POWERS:** a. To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.

b. To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.

c. To establish principles and policies for guiding action in the development of the areas.

d. To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.

e. To amend or supplement the zoning regulations and districts adopted.

f. To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth and improvement of the area.

g. To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.

h. To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.

i. To make, cause to be made or obtain special duties on the location, condition and adequacy of specific facilities of the area.

j. *Variances.* The Planning Board shall have the duty and power to grant variances and hear and decide appeals as provided for in Article IX of this Chapter.

k. To perform any other duties which may be lawfully assigned to it by the City Commission.

#### APPLICANT INFORMATION

Please Type, if possible (or print clearly)

Date: 12/12/16

Name: Nesbit

Walter "BUZ"

(Last)

(First)

(Middle)

Address: (H)

425 Victoria Hills Dr.

Zip Code:

32724

(O)

516 W. New York Ave

Zip Code:

32720

Phone: (H)

(386) 960-6677

(O)

(386) 269-6639

/ 317-698-8774

E-Mail Address:

BUZ.Nesbit@gmail.com

Employer:

Coldwell Banker Real Estate

Position:

Self-employed Agent

How Long:

3 yr.

Education:

School

Yrs. Completed

Degrees

High School:

Subiaco Acad.

4

HSD

Colleges:

Memphis State U.

BA

1. Do you currently work within the City limits? Yes ☒ No ☐
2. Are you a City of DeLand resident? Yes ☒ No ☐
3. Do you own property in DeLand? Yes ☒ No ☐
4. Have you ever served on a City Board? Yes ☒ No ☐

If yes, when and which Board? HPB

5. Are you currently serving on any advisory board for any other governmental agency? Yes ☐ No ☒

6. How long have you lived in the DeLand area? Years 7 years total

Work Experience:

City of Memphis, TN - American Television & Communications Corp., Time Inc., PARAGON COMM., Time WARNER INC., Time WARNER Cable, Advance Newhouse Comm., Washington Post, Broadband Comm Inc., Town & Country Realtor, Coldwell Banker

Community Involvement:

Rotary, Alzheimer Assn.,

Interests/Activities:

Golf, boating, flying, Travel

Why do you desire to serve on this Board?

I love DeLand AND WANT TO PLAY A ROLE IN MAINTAINING THE COMMUNITY FEEL AND HELPING TO KEEP IT LIVABLE. AT THE SAME TIME BALANCING THE NEED FOR REASONABLE DEVELOPMENT.

A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board.

Signature

Walter Nesbit

If you have questions, please call the Office of City Clerk (626-7132). Return this form to City Hall, 120 South Florida Avenue, DeLand 32720.

## **APPLICATION FOR APPOINTMENT PLANNING BOARD**

**CRITERIA:** Must be a City resident.

**POWERS:**

1. To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.
2. To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.
3. To establish principles and policies for guiding action in the development of the areas.
4. To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.
5. To amend or supplement the zoning regulations and districts adopted.
6. To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth and improvement of the area.
7. To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.
8. To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.
9. To make, cause to be made or obtain special duties on the location, condition and adequacy of specific facilities of the area.
10. Variances. The Planning Board shall have the duty and power to grant variances and hear and decide appeals as provided for in Article IX of this Chapter.
11. To perform any other duties which may be lawfully assigned to it by the City Commission.

**APPLICANT INFORMATION**

Please Type, if possible (or print clearly)

Date: October 8, 2018

Name: Huth, Noreen Kay

Address: (H) 415 Deanna Circle Zip Code: 32724

(O) 421 North Woodland Boulevard Zip Code: 32723

Phone: (H) (860) 250-5152 (O) (386) 822-7172

E-Mail Address: nkhuth@gmail.com

Employer: Stetson University

Position: Student Employment Coordinator How Long: greater than 4.5 years

Education: University of Central, Ed.D. Educational Leadership (in progress)

Rider University, M.A. Organizational Leadership (completed)

Susquehanna University, B.A. Political Science (completed)

High School: Middlebury Union High School, Middlebury, VT, (graduated)

Liberty High School, Bethlehem, PA (completed first two years)

## CITY OF DELAND

1. Do you currently work within the City limits? Yes

2. Are you a City of DeLand resident? Yes

3. Do you own property in DeLand? Yes

4. Have you ever served on a City Board? No

If yes, when and which Board? None

5. Are you currently serving on any advisory board for any other governmental agency? No

6. How long have you lived in the DeLand area? 4.75 Years

Work Experience:

***Student Employment Coordinator***, Stetson University, Deland, FL (March 2014-Present)

***Director of Student Life and Leadership***, Trinity College, Hartford, CT (June 2012-January 2014)

***Associate Director of Student Life and Leadership***, Trinity College (August 2010-June 2012)

***Assistant Director of Student Activities***, Trinity College (August 2008-August 2010)

***Residence Director***, Rider University, Lawrenceville, NJ (July 2006-May 2008)

***Social Space & Area Coordinator***, Susquehanna University, Selinsgrove, PA (August 2005-May 2006)

***Student Life Staff***, Susquehanna University, Selinsgrove, PA (May 2005-August 2005)

Community Involvement:

***Volunteer***, Freedom Playground Build (2016)

***Vice President***, Member, DeLand Women's Organization (2014-2015)

Interests/Activities:

Education, mentoring, Stetson sports

Why do you desire to serve on this Board?

First and foremost, I love DeLand. More than four years ago, I was welcomed by this unique, sophisticated, and stunning city. I appreciate how the city embraces and encourages innovative ideas, cultural differences, and art. I additionally appreciate DeLand's commitment to a family atmosphere with open spaces like Chess Park, Freedom Playground and the Sanborn Center, as well as initiatives such as the wellness challenge, backpack giveaway, and seasonal events. I love this city so much that I chose to buy a house here three years ago.

I am a systems thinker and am adept at anticipating how change can affect others and the future. I want to give back to a city that has given me so much and provides such wonderful opportunities for its citizenry.

*A resume with additional information is included.*

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board.



Signature

If you have questions, please call the Office of City Clerk (626-7132). Return this form to City Hall, 120 South Florida Avenue, DeLand 32720.



# NOREEN KAY HUTH

415 Deanna Circle, Deland, Florida 32724 (860) 250-5152 NKHuth@gmail.com

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## EDUCATION

**M.A. in Organizational Leadership**, May 2008  
Rider University, Lawrenceville, NJ

**B.A. in Political Science**, May 2005  
Susquehanna University, Selinsgrove, PA

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## RELEVANT EXPERIENCE

- Student Employment Coordinator**, Stetson University, Deland, FL March 2014- Present
- ◆ Provide an educational on-campus Student Employment Experience for all participating students
  - ◆ Establish a culture of assessment for program
  - ◆ Manage onboarding and grievance procedures for all entities involved in Student Employment
  - ◆ Develop trainings for supervisors (about 150) and students (about 950) that are intentional, dynamic, and useful
  - ◆ Update and repurpose out-dated policies and procedure manual
  - ◆ Create Learning Outcomes that reflect University initiatives and Strategic Map
  - ◆ Provide oversight and management of for the Student Employment budget of over \$1.7 million
  - ◆ Mentor student employees in the Human Resources Office
  - ◆ Inform students on the student employment hiring process
  - ◆ Oversee compliance with the Federal Work Study Policy, and state and federal laws
  - ◆ Utilize technology to create efficiencies for all constituencies including students, supervisors, division heads, and the Finance office.
- Director of Student Life and Leadership**, Trinity College, Hartford, CT June 2012-January 2014
- Associate Director of Student Life and Leadership**, Trinity College, Hartford, CT August 2010-June 2012
- Assistant Director of Student Activities**, Trinity College, Hartford, CT August 2008 – August 2010
- ◆ Oversee student activities and programming, orientation programs, leadership programs, and campus center operations.
  - ◆ Provide oversight and management of for the Student Activities Fee Budget of over \$850,000
  - ◆ Supervise a staff of four professionals and eleven students
  - ◆ Offer a vibrant activities schedule throughout the academic year focusing on weekend activities, late night activities, major concerts and a variety of events, including special weekends and Greek events
  - ◆ Coordinate support and oversight for more than 100 student organization in an effort to enhance the student's experience
  - ◆ Advise Student Government Association, Entertainment Activities Council, and Multicultural Affairs Council
  - ◆ Assist in the development and construction of the Vernon Social Center
- Residence Director**, Rider University, Lawrenceville, NJ July 2006- May 2008
- ◆ Supervise, train, and coordinate a staff of six Resident Advisors
  - ◆ Advise the Hill Residence Hall Association and residence hall programming for Hill Hall (250 students)
  - ◆ Co-facilitate Residence Education I and Residence Education II classes
  - ◆ Participate on Residence Life Curriculum Committee, Family Weekend Planning Committee, MAACness Planning Committee, and University Day Planning Committee
- Social Space and Area Coordinator**, Susquehanna University, Selinsgrove, PA August 2005- May 2006
- Student Life Staff**, Susquehanna University, Selinsgrove, PA May 2005-August 2005
- 

## HONORS

- ◆ Team Player of the Year Award, Campus Life and Student Success, 2015
- ◆ Spirit of Stetson Award, 2015
- ◆ Men of Color Alliance, Distinguished Administrator Award, 2012
- ◆ Omicron Delta Kappa, Honorary Initiate, 2007
- ◆ Alpha Lambda Delta, Honorary Initiate, 2006
- ◆ Who's Who Among Students In American Universities & Colleges 2005
- ◆ Alpha Phi Omega Distinguished Service Key Recipient 2004

No

Please describe your community involvement:

Served on the DeLand Planning Board  
Served on the Mainstreet Board  
Owned a business on Woodland Blvd downtown

Please describe your interest/activities:

I've been active in VPHOA Board business and transition affairs. I sit on the Governance Committee for Shoestring Theatre in Lake Helen.

Why do you desire to serve on this Board or Committee?

I'm very concerned about monitoring the rapid growth in DeLand. Developers need to be aware of the sensitive ecosystem here in west Volusia and propose new projects that meld with the dynamic nature of our special city.

## Personal Information



**DeLAND**  
F L O R I D A — ...

### Planning Board Committee - Personal Information

---

First name:

Donald

Middle name:

F

Last name:

Liska

Email address:

donliska@gmail.com

Primary phone number:

(386) 740-1600

Address:

110 Myrtleberry Ln, DeLand, FL 32724, USA

1. Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office.
2. Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state:
  - a. The governing body of the political subdivision, if appointed;
  - b. An expressway authority or transportation authority established by general law;
  - c. A community college or junior college district board of trustees;
  - d. A board having the power to enforce local code provisions;
  - e. A planning or zoning board, board of adjustment, board of appeals, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and such other groups who only have the power to make recommendations to planning or zoning boards;
  - f. A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one's entitlement to or amount of a pension or other retirement benefit; or
  - g. Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

Accordingly, members of the City of DeLand Planning Board, Board of Adjustment, Code Enforcement Board, and Retirement Boards are considered to be "local officers" under Florida Statutes Section 112.3145. Members of these Boards are required to file a Statement of Financial Interests (Form 1) within 30 days of accepting appointment and annually by July 1 of each year. Additionally, members must file a Final Statement of Financial Interests (Form 1F) within 60 days of terminating service on the Board.

Are you a City of DeLand resident?

**Yes**

How long have you lived in the DeLand area?

**12 years**

Do you own property in DeLand?

**Yes**

Do you work within the City limits?

**Yes**

Have you ever served on a City Board?

**Yes**

When and which Board?

**DeLand Planning Board**

Are you currently serving on any advisory board for any other governmental agency?

## Employment History

Employer: \*

**Self**

Position: \*

**Owner**

Employment date: \*

**01/01/2009**

## Education

Degree(s): \*

**Bachelor oh Arts**

School or college: \*

**Elmhurst**

Graduation date: \*

**05/1975**

## City Clerk



**DeLAND**  
F L O R I D A — ...

## City Clerk

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Vetting result: \*

Public - Message to applicant:

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# Application



**DELAND**  
F L O R I D A

## Planning Board Committee – Application

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### **CRITERIA:**

Must be City resident.

### **POWERS:**

1. To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.
2. To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.
3. To establish principles and policies for guiding action in the development of the areas.
4. To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.
5. To amend or supplement the zoning regulations and districts adopted.
6. To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth and improvement of the area.
7. To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.
8. To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.
9. To make, cause to be made or obtain special duties on the location, condition and adequacy of specific facilities of the area.
10. To keep the governing body and the general public informed and advised as to these matters.
11. To perform any other duties which may be lawfully assigned to it by the City Commission.

### **FINANCIAL DISCLOSURE REQUIREMENTS**

Florida law requires financial disclosure of all "local officers." The term "local officer" is defined to mean:

## Julie Hennessy

---

**From:** Don Liska <donliska@gmail.com>  
**Sent:** Friday, December 1, 2023 11:37 AM  
**To:** Julie Hennessy  
**Subject:** Board Term

Hi Julie,  
I intend to serve another term on the DeLand Planning Board.  
Thanks,  
Don Liska  
Board Member

Sent from my iPhone

DeLand business owner, current or prior involvement = BOD Realtor Association, BOD Mainstreet Association, Graduate of Leadership DeLand

Please describe your interest/activities:

**Downtown Business owner, Mainstreet Assoc. BOD**

Why do you desire to serve on this Board or Committee?

**Being involved with Commercial Real Estate for 28 years locally gives me insight into Development within the City of DeLand which will give me an informed point of view.**

## Personal Information



**DELAND**  
F L O R I D A — ...

## Planning Board Committee - Personal Information

---

First name:

**Troy**

Last name:

**Baumgartner**

Email address:

**commreal@bellsouth.net**

Primary phone number:

**(386) 804-8252**

Secondary phone number:

**(386) 734-1665**

Address:

**418 N San Souci Ave, DeLand, FL 32720, USA**

### Employment History

Employer: \*

**The Baumgartner Company**



1. Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office.
2. Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state:
  - a. The governing body of the political subdivision, if appointed;
  - b. An expressway authority or transportation authority established by general law;
  - c. A community college or junior college district board of trustees;
  - d. A board having the power to enforce local code provisions;
  - e. A planning or zoning board, board of adjustment, board of appeals, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and such other groups who only have the power to make recommendations to planning or zoning boards;
  - f. A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one's entitlement to or amount of a pension or other retirement benefit; or
  - g. Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

Accordingly, members of the City of DeLand Planning Board, Board of Adjustment, Code Enforcement Board, and Retirement Boards are considered to be "local officers" under Florida Statutes Section 112.3145. Members of these Boards are required to file a Statement of Financial Interests (Form 1) within 30 days of accepting appointment and annually by July 1 of each year. Additionally, members must file a Final Statement of Financial Interests (Form 1F) within 60 days of terminating service on the Board.

Are you a City of DeLand resident?

**Yes**

How long have you lived in the DeLand area?

**57 years**

Do you own property in DeLand?

**Yes**

Do you work within the City limits?

**Yes**

Have you ever served on a City Board?

**No**

Are you currently serving on any advisory board for any other governmental agency?

**No**

Please describe your community involvement:

Position: \*

**President**

Employment date: \*

**12/04/1995**

Education

Degree(s): \*

**AA**

School or college: \*

**Tallahassee Community College**

Graduation date: \*

**12/1989**

## City Clerk



**DeLAND**  
F L O R I D A — ...

## City Clerk

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Vetting result: \*

Public - Message to applicant:

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# Application



## Planning Board Committee - Application

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### **CRITERIA:**

Must be City resident.

### **POWERS:**

1. To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.
2. To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.
3. To establish principles and policies for guiding action in the development of the areas.
4. To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.
5. To amend or supplement the zoning regulations and districts adopted.
6. To prepare and recommend to the governing body, other ordinances and resolutions promoting orderly development, along the lines indicated in the comprehensive plan for the growth and improvement of the area.
7. To determine whether specific proposed developments conform to the principles and requirements of the comprehensive plan.
8. To conduct public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan.
9. To make, cause to be made or obtain special duties on the location, condition and adequacy of specific facilities of the area.
10. To keep the governing body and the general public informed and advised as to these matters.
11. To perform any other duties which may be lawfully assigned to it by the City Commission.

### **FINANCIAL DISCLOSURE REQUIREMENTS**

Florida law requires financial disclosure of all "local officers." The term "local officer" is defined to mean:

Currently, I serve on the Board of Directors for both the Volusia Community Arts as Vice President as well as DeLand Little League as Umpire in Chief. I also mentor through the Take Stock in Children program.

Please describe your interest/activities:

In addition to my community involvement, I also work at DaVita Labs as a Sr. Analyst for our Special Projects team where I project manage our clinical laboratory projects. I also play the trumpet in the Volusia Community Arts' Symphony. Additionally, I umpire for DeLand Little League and have begun to umpire for local high schools as well.

Why do you desire to serve on this Board or Committee?

DeLand is incredible and has the potential to continue being incredible for its citizens, businesses, non-profit organizations, and other entities. I have a history of service and leadership since before completing my undergraduate degree in Human Resource Management at Western Michigan University. Simply, I want to help make wherever I am living better, and DeLand is no different. It would be a high honor for me.

## Personal Information



**DELAND**  
F L O R I D A — ...

### Planning Board Committee - Personal Information

---

First name:

**Henry**

Last name:

**Thiry**

Email address:

**thiryhj@gmail.com**

Primary phone number:

**(734) 845-4907**

Address:

**900 N Boston Ave, DeLand, FL 32724, USA**

Employment History

1. Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office.
2. Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state:
  - a. The governing body of the political subdivision, if appointed;
  - b. An expressway authority or transportation authority established by general law;
  - c. A community college or junior college district board of trustees;
  - d. A board having the power to enforce local code provisions;
  - e. A planning or zoning board, board of adjustment, board of appeals, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and such other groups who only have the power to make recommendations to planning or zoning boards;
  - f. A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one's entitlement to or amount of a pension or other retirement benefit; or
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Are you a City of DeLand resident?

**Yes**

How long have you lived in the DeLand area?

**2.5 years**

Do you own property in DeLand?

**No**

Do you work within the City limits?

**Yes**

Have you ever served on a City Board?

**No**

Are you currently serving on any advisory board for any other governmental agency?

**No**

Please describe your community involvement:

Employer: \*

**DaVita Labs**

Position: \*

**Analyst/Sr. Analyst, Special Projects**

Employment date: \*

**09/01/2021**

Education

Degree(s): \*

**Human Resource Management**

School or college: \*

**Western Michigan University**

Graduation date: \*

**05/2021**

A resume or separate sheet with additional information may be included:

**Henry Thiry Resume.pdf , Henry Thiry Resume.pdf**

## City Clerk



**DeLAND**  
FLORIDA

## City Clerk

---

Vetting result: \*

# Application



## Planning Board Committee - Application

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### CRITERIA:

Must be City resident.

### POWERS:

1. To acquire and maintain in current form such basic information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions.
2. To prepare, amend and revise a comprehensive and coordinated general plan for meeting present requirements and such future requirements as may be foreseen.
3. To establish principles and policies for guiding action in the development of the areas.
4. To prepare and recommend for adoption to the governing authority a zoning ordinance and map for its political jurisdiction.
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11. To perform any other duties which may be lawfully assigned to it by the City Commission.

### FINANCIAL DISCLOSURE REQUIREMENTS

Florida law requires financial disclosure of all "local officers." The term "local officer" is defined to mean:

Public - Message to applicant:

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member may be a resident of the greater DeLand area. At least two members will be residents of a senior living facility located within the City of DeLand. With the exception of the two professionals, appointment to the Council will be for a two-year term with service limited to a maximum of two terms. The appointed professionals may serve for indefinite terms, but must be re-appointed by the City Commission every two years. In January of each year, the Council will elect a chair and co-chair who will be responsible for conducting the meetings of the Council.

#### RESPONSIBILITY:

The Senior Council Committee members shall be appointed by the City Commission. The Senior Council Committee shall meet, at a minimum, on a quarterly basis to discuss the livability issues that either positively or negatively impact the quality of life for DeLand seniors. The chair or designee of the Council will present issues and recommendations to the City Commission at the first City Commission meeting in the month subsequent to the quarterly meeting of the Council.

How long have you Lived in the DeLand Area?

**5 Years**

## Applicant Information



**DeLAND**  
F L O R I D A

## Applicant Information

Applicant's Full Legal Name

**Matthew Johnson**

Applicant's Address

**908 New Bedford Dr, DeLand, FL 32724, USA**

Applicant's Email Address

**770gatorzfan@gmail.com**

Applicant's Primary Phone Number

**(407) 421-3546**

## Employment History

Employer \*

**On Target Digital, LLC**

Position \*

**Owner/CEO**

Employment Date \*

**07/11/2022**

## Education

Degree(s) \*

**Bachelor of Science - IT/Web Development**

School or College \*

**University of Phoenix**

Graduation Date \*

**08/2011**

## Disclosure



**DeLAND**  
F L O R I D A — ...

A resume or separate sheet with additional information may be included. If you have questions, please call the Office of City Clerk (386) 626-7132 Clerk's Office, City Hall, 120 S. Florida Ave., DeLand 32720. I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

**Matts Resume.pdf , Matts Resume.pdf**

Click to edit

✕ Matthew Johnson

Vetting



**DeLAND**  
F L O R I D A — ...

Applicant Notes (internal)

Vetting Result \*

## **Matthew Johnson**

Phone: 407-421-3546

E-mail: 770gatorzfan@gmail.com

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### **OBJECTIVE**

Seasoned Digital Media Manager with more than ten years experience, looking for a challenging position with room for growth.

---

### **WORK EXPERIENCE**

#### **Online Marketing Manager**

February 2016 – Currently Employed

Marketing General, Inc.

As an Online Marketing Manager for an Agency working with clients in the Association Industry, my duties include the following:

- Design, execute, and manage Digital Marketing/SEM/PPC strategies
- Analyze, adjust, and report on results to include conversion tracking and revenue reporting as a result of SEM/PPC efforts
- Manage the digital marketing campaigns of 8-12 clients with budgets totaling more than \$100k per month
- Some of my clients include the American Diabetes Association, CoreNet Global, The Association of Fundraising Professionals, and more.

#### **Director of Marketing**

January 2015 – February 2016

Spanos Motors

As the Director of Marketing my duties included the following:

- Maintain and update the website to ensure SEO Results remained on 1st Page of the SERPs
- Design, execute, and manage Digital Marketing/SEM/PPC strategies
- Analyze, adjust, and report on results
- Manage a team of 3-5 employees dedicated to reputation management

## **Digital Marketing Manager/Business Owner**

April 2007 – January 2015

Johnson Marketing

I owned and operated a digital marketing company focusing on website design, SEO, SEM, and PPC marketing for small business clients. My job duties for this role were as follows:

- Attend networking events and sell clients on our services
  - Design and build out small business websites
  - Design, execute, and manage Digital Marketing/SEM/PPC strategies
  - Analyze, adjust, and report on results
  - Managed a small business staff of 3-5 employees
- 

## **EDUCATION**

University of Phoenix

2008 – 2011

Bachelors Degree in IT with concentration in Web Design

Russell County High School | State:KY

1992 – 1996

Graduated in the top 10% in my class with a GPA of 3.875. 4 years Marching Band, Concert Band, and Jazz Band. Lettered in Track and Field as well as Football for 4 years.

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Consideration re Appointments to the Historic Preservation Board.

**DEPARTMENT:** City Clerk

**PREPARED BY:** Julie Hennessy, City Clerk

**ATTACHMENTS:** Charles Jordan , Renee Garrison, Solomon Greene, Reggie Bateman-Santilli N/A, William Hoffman, Hugh West

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

---

**SUMMARY/HIGHLIGHT:**

Several seats are vacant on the Historic Preservation Board, as follows:

Seat 1, Charles Jordan - has requested, and is eligible for, reappointment  
Seat 2, Renee Garrison - has termed out but requested reappointment  
Seat 4, Solomon Greene - has termed out but requested reappointment  
Seat 6, Regina Santilli - has termed out but requested reappointment  
Seat 7, Ross Janke, RESIGNED

Staff has received two (2) new applications from William Hoffman and Hugh Costa.

The Board shall have seven members appointed by the City Commission to serve for a period of three years. At least four (4) of the seven members shall be residents of the City of DeLand. Three (3) members may be non-residents who own land in the Historic District. One member of the Board shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. The City Commission should, whenever possible, appoint a representative from each of the following areas of expertise:

- (a) History
- (b) Real estate or real property appraisal
- (c) Urban planning

Staff has contacted the applicants and advised them of the City Commission meeting date.

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

Citizen Advisory Boards support the Focus Area of "High Value Government."

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended that the City Commission appoint/reappoint to the HPB, for terms to expire on October 1, 2026, as follows:

- 1) Reappoint Charles Jordan to Seat 1; and
- 2) Review the applications of:

Renee Garrison

Solomon Greene

Regina Santilli

William Hoffman

Hugh Costa

and make appointments to Seats 2, 4, 6, and 7.

**BACKGROUND/DISCUSSION:**



**CRITERIA:** Shall be citizens of the City. 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.

### RESPONSIBILITIES:

1. To update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.
2. To develop programs to stimulate public interest in urban neighborhood conservation, to participate in the adaptation of existing codes, ordinances, procedures, and programs to reflect urban neighborhood conservation policies and goals.
3. To explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources.
4. To cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic preservation concerns and policies, and assist in the development of proposed and future land use plans.
5. To advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.
6. To advise the City Commission concerning the effects of local governmental actions on cultural resources.
7. To review and recommend the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.
8. To approve or deny petitions for certificates of appropriateness required under the historic preservation regulations in the Chapter 33 of the City of DeLand Code of Ordinances.
9. To notify the Planning Director who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations of Chapter 33 of the City of DeLand Code of Ordinances.
10. To assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

### **APPLICANT INFORMATION**

Type, if possible (or print clearly)      Date: 10/9/2017

Name: Jordan, Charles M.

(Last)                                  (First)                                  (Middle)

Address: (H) 426 North Stone Street, DeLand, Florida      Zip Code: 32720-4059

(O) 426 North Stone Street, DeLand, Florida      Zip Code: 32720-4059

Phone: (H) (386) 868-2209      (O) (386) 868-2200

E-Mail Address: cjordan@new-worldbuilders.com

Employer: New World Builders, Inc.

Position: President      How Long: 22 years

Education: School      16      Yrs. Completed      1      Degrees



High School: Baltimore Polytechnic Institute, Baltimore, Maryland  
Colleges: Towson State University - Mathematics & Economics Major  
Florida International University - Bachelor of Science in Architectural Technology

1. Do you work within the City limits? Yes X No \_\_\_\_\_
2. Are you a City of DeLand resident? Yes X No \_\_\_\_\_
3. Do you own property in DeLand? Yes X No \_\_\_\_\_
4. Have you ever served on a City Board? Yes X No \_\_\_\_\_

If yes, when and which Board? City of Fort Lauderdale, Historic Preservation Board  
1989-1995, 1998-2003, Chairman 2001-2003

5. Are you currently serving on any advisory board for any other governmental agency?  
Yes \_\_\_\_\_ No X
6. How long have you lived in the DeLand area? Years 2 +

Work Experience: State of Florida Licenses General Contractor #CGC019441,  
Roofing Contractor #CCC057505, Real Estate Broker #475925  
Active in Historic Preservation and other construction projects  
(see [www.new-worldbuilders.com](http://www.new-worldbuilders.com))

Please indicate if you have working knowledge or expertise in any of the following areas:

X History X Real Estate/Real Property Appraisal X Urban Planning/Engineering  
X Building construction.

Community Involvement- Broward Trust for Historic Preservation, President 1999-2005  
Sailboat Bend Civic Association, President 1988-1989, Master Plan Chair 1989-1992  
Flagler Village Civic Association, President 1998-2000

Interests/Activities: Architecture, History, Urban Planning, Political Science, Creative Arts  
Much of my activity upon arriving in DeLand has focused upon establishing our firm,  
New World Builders, Inc. after 20 years in South Florida.

Why do you desire to serve on this Board? DeLand has retained much of its historic fabric,  
but needs to apply and enhance its existing code and procedures to protect its historic  
resources. As the City of DeLand responds to the inevitable pressures of redevelopment,  
it is important that we do not destroy what makes us special. My extensive background in  
historic preservation, as a licensed General Contractor, can add professional guidance to  
the Historic Preservation Board.

A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Indicate which area(s) you have expertise:

\_\_\_\_\_ registered architect X history X real estate or real property appraisal  
X urban planning X engineering or building construction

  
\_\_\_\_\_  
Signature

If you have questions, please call the Office of City Clerk (626-7132). Return this form to City Clerk's Office, City Hall, 120 S. Florida Ave., DeLand 32720.

Please Type, if possible (or print clearly)

Date: 8-4-15

Name: Garrison Renee LeBlanc  
 (Last) (First) (Middle)

Address: (H) 523 Heron Point Way Zip Code: 32724  
 (O) \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (H) (407) 644-4501 e-mail: reneelgarrison@yahoo.com  
 (O) ( ) \_\_\_\_\_

Employer: Best Version Media

Position: Content Coordinator/Editor How Long: 1 year

| Education:   | School                             | Yrs. Completed | Degrees    |
|--------------|------------------------------------|----------------|------------|
| High School: | <u>Bishop Moore H.S.</u>           | <u>4</u>       | <u>Yes</u> |
| Colleges:    | <u>University of South Florida</u> | <u>4</u>       | <u>BA</u>  |
|              | _____                              | _____          | _____      |
|              | _____                              | _____          | _____      |
|              | _____                              | _____          | _____      |

1. Are you a City of DeLand resident? Yes X No \_\_\_\_\_
2. Do you own property in DeLand? Yes \_\_\_\_\_ No X
3. Are you currently serving on a City Board? Yes \_\_\_\_\_ No X
4. Have you ever served on a City Board?  
 If yes, when and which Board? Yes \_\_\_\_\_ No X  
 \_\_\_\_\_
5. How long have you lived in the DeLand area? Years 4 years

Work Experience: I spent four years as the architecture critic of The Tampa Tribune and won an American Institute of Architects Communication Award for "explaining the value of quality architecture and urban planning to the general public."  
 During that time, I was very involved in Tampa Preservation, Inc. and their annual Historic Preservation Banner Awards program. \_\_\_\_\_

Community Involvement: \_\_\_\_\_  
 \_\_\_\_\_

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Interests/ Activities: Food, travel, boating. I've been a member of the National Trust for Historic Preservation for 20 years.

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Why do you desire to serve on this/these Board(s)?

In just one generation, Florida's population has more than doubled. To many of our new residents, ours is a state with no history, no culture, no traditions – a "residence" rather than a home. I was lucky to marry a fifth-generation Floridian (my husband's grandmother was born in Live Oak, Florida) who has given me an appreciation for the state's rich history. I consider myself a native, now, since I arrived in 1971 – when Walt Disney World was home to citrus and cattle, instead of tourists. I believe in protecting our cultural assets and preserving the regional architecture that gives us a unique sense of place.

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A resume or separate sheet with additional information may be included.

Indicate which area(s) you have expertise:

- ☐ registered architect
- ☒ history
- ☐ real estate or real property appraisal
- ☒ urban planning
- ☐ engineering or building construction

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Renee Garrison\_\_\_\_\_  
Signature

If you have any questions, please call the Office of City Clerk (386) 626-7132. Return this form to City Clerk's office 3<sup>rd</sup> floor, City Hall, 120 South Florida Avenue.

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## RENEE L. GARRISON

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### **Experience**

- Content Coordinator, Best Version Media, responsible for writing and editing four residential real estate magazines throughout Central Florida: Luxury Living, Chain of Lakes Neighbors, The Connection, and Mount Dora Living
- Architecture Critic for The Tampa Tribune, networking with local architecture and interior design firms to develop story ideas. In this role I was a two-time winner of the Florida Association of the American Institute of Architects Communication Award.
- Regional editor, Friday extra! Magazine, The Tampa Tribune, responsible for story selection, headlines and accompanying photos or illustrations.
- Fashion editor, Media General News Service, including coverage of and attendance at New York Fashion Week collections and related travel articles.
- Freelance writer and copy editor, including Stetson University SU Magazine.
- President, Orlando/Winter Park Alumnae Chapter of Delta Delta Delta; Issued releases/photographs to fraternity national magazine
- Editor, online newsletter of Orlando Museum of Art Council of 101.
- Media liaison for SUN n FUN International Fly-In & Expo, Lakeland
- Social media experience, including Facebook, Twitter and blog, [ReneeWritesNow.wordpress.com](http://ReneeWritesNow.wordpress.com)
- Author, *Sweet Beams: Inspiring Everyone Who Lives Under a New Roof*; <http://www.amazon.com/dp/1490592652/>

### **Skills and Proficiencies**

Exceptional written and verbal communication skills, including proofreading and editing for grammar and punctuation, and production editorial skills

Highly organized and proficient in project management

Ability to multitask while working independently and collaboratively with others

Strong organizational, analytical, and interpersonal skills

Ability to interact professionally with a strong team spirit

Ability to achieve goals and meet deadlines

### **Education**

**BA** in Mass Communications, University of South Florida



Interests/ Activities: Restoring my historic residence

Why do you desire to serve on this/these Board(s)? I would like to take an active role in furthering the preservation of DeLand's unique historic character and charm. I believe my first-hand experience with property preservation as well as my understanding of the business and financial side of real estate would be an asset to the board.

A resume or separate sheet with additional information may be included.

Indicate which area(s) you have expertise:

- ☐ registered architect  
☐ history  
☒ real estate or real property appraisal  
☒ urban planning  
☒ engineering or building construction

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Solomon Greene

Digitally signed by Solomon Greene  
 DN: cn=Solomon Greene, o, ou,  
 email=sdgreene@sdgreene.com, c=US  
 Date: 2016.02.11 17:41:11 -05'00'

Signature

If you have any questions, please call the Office of City Clerk (386) 626-7132. Return this form to City Clerk's office 3<sup>rd</sup> floor, City Hall, 120 South Florida Avenue.

City of DeLand  
Application for Appointment  
Historic Preservation Board

=====

Criteria:        Shall be citizens of the City. Shall whenever possible, include a register 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.

Responsibilities:

1.        To update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.
2.        To develop programs to stimulate public interest in urban neighborhood conservation, to participate in the adaptation of existing codes, ordinances, procedures a programs to reflect urban neighborhood conservation policies and goals.
3.        To explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources.
4.        To cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic preservation concerns and policies, and assist in the development of proposed and future land use plans.
5.        To advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.
6.        To advise the City Commission concerning the effects of local governmental actions on cultural resources.
7.        To review and recommend the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.
8.        To approve or deny petitions for certificates of appropriateness required under the historic preservation regulations in the Chapter 33 of the City of DeLand Code of Ordinances.
9.        To notify the Planning Director who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations of Chapter 33 of the City of DeLand Code of Ordinances.
10.       To assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.



[Original application for Reggie Bateman-Santilli could not be found].

Yoga Instructor  
Handyman

Why do you desire to serve on this Board or Committee?

Hopefully to help The City of Deland maintain it's architectural integrity.

## Personal Information



**DeLAND**  
F L O R I D A — ...

### Historic Preservation Board - Personal Information

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First name:

**William**

Last name:

**Hoffman**

Email address:

**william@hoffmanarchitecture.com**

Primary phone number:

**(954) 561-1642**

Address:

**434 East Rich Ave**

#### Employment History

Employer: \*

**William Hoffman Architect/Hoffman Architecture**

Position: \*

**President**

Employment date: \*

**10/01/1982**

10. To assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

Are you a City of DeLand resident?

**Yes**

How long have you lived in the DeLand area?

**2+ years**

Do you own property in DeLand?

**Yes**

Do you work within the City limits?

**Yes**

Have you ever served on a City Board?

**No**

Are you currently serving on any advisory board for any other governmental agency?

**No**

Please indicate if you have working knowledge or expertise in any of the following areas:

**History , Urban Planning/Engineering , Building construction**

Indicate which area(s) you have expertise:

**Registered Architect , History , Urban Planning , Engineering or Building Construction**

Please describe your community involvement:

**Historic Preservation Board is a first**

Please describe your interest/activities:

**Collect 20th century Furniture**

**Design/Build Furniture/Architectural Features**

**Music**

**Art**

**Good Food**

**Reading**

**Gardening**

**Surfing**

**Free Diving**

**Open Ocean Swimming**

**Light tackle Fishing**

## Education

Degree(s): \*

**Bachelors of Design in Architecture**

School or college: \*

**University of Florida**

Graduation date: \*

**06/1972**

Degree(s): \*

**Masters of Architecture**

School or college: \*

**University of Colorado**

Graduation date: \*

**06/1979**

A resume or separate sheet with additional information may be included:

**CV.pdf , CV.pdf**

## City Clerk



**DeLAND**  
F L O R I D A — ...

## City Clerk

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Vetting result: \*

Public - Message to applicant:

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## HOFFMAN



ARCHITECTURE

Ar. William Hoffman  
434 East Rich Avenue  
Deland Florida 32724  
Phone 954-561-1642  
[www.HoffmanArchitecture.com](http://www.HoffmanArchitecture.com)

## Resume

### Education

Master of Architecture 1979  
University of Colorado  
College of Architecture and Planning

Bachelor of Design in Architecture 1972  
University of Florida  
College of Architecture and Fine Art

### Professional Registration

Architect, State of Florida RA 4/81 - present  
Architect, State of Connecticut RA (inactive)

### Professional Associations & Certifications

LEED AP 4/05  
LEED for Homes 4/09  
Florida Green Home Designation 4/09

### Professional Experience

William S Hoffman Architect  
Private Practice  
Fort Lauderdale Florida 10/82- 09/21  
Deland Florida 09/21- Present

### Architecture and Interior Design Commissions

#### Residential (abbreviated list)

- Deland House #1...Deland FL...New Construction
- Mills Road House...Deland FL...New Construction
- DeLeon Residence...DeLeon Springs FL...New Construction
- Florida Ave Residence...Deland FL...ADU
- Clara Avenue Residence...Deland FL...Renovations
- Church Street Residences...Deland FL...New Construction
- May Street Residences...Deland FL...New Construction
- Bath House...Deland FL...New Construction

- Cabrey Guest House...Fort Lauderdale FL...New Construction
- Jayne Guest Cottage...Gulf Stream FL...New Construction
- Steslow Beach House...Fort Lauderdale FL...Renovation
- Hohenadel Beach House...Fort Lauderdale FL...New construction
- Dolphin House...Fort Lauderdale FL... Renovation
- Playa Venao House...Playa Venao Panama...New construction
- Sub-Tropic House Prototypes...Fort Lauderdale FL
- Key Largo House...Key Largo FL...New construction
- Tavernier House 1...Tavernier Key FL...New construction
- Tavernier House 2...Tavernier Key FL...New construction
- Lara Residence...Wellington FL...New construction
- Anderson House (Sebastian House)...South Melbourne Beach FL...New construction
- Somerstein House (Susan's House)...Fort Lauderdale FL...Renovation and additions
- Rideman House...Fort Lauderdale FL...Renovation
- Sanders/Viglione Hawaii House...Hilo Hawaii...New Construction
- Kashin House (Eagle Trace House)...Coral Springs FL... New construction
- Meeks House Renovation 1 & 2 (Bebe House)...Fort Lauderdale FL...Addition
- Walderman Loft...Fort Lauderdale FL...Renovation
- Amlong House 1 & 2...Fort Lauderdale FL... Renovation
- Hanor House (Poinsetta House)...Fort Lauderdale FL...Renovation
- Russell House...Fort Pierce FL... Renovation
- McNaughton House... Fort Lauderdale FL...Renovation
- Northcutt House...Fort Lauderdale FL...Renovation
- Merritt House...Fort Lauderdale FL...Renovation
- Russel Apartment...Key West FL...Renovation
- Welzien House...Fort Lauderdale FL...New construction
- Cohen House... Fort Lauderdale FL...Renovation
- Russell House (Coral House)...Coral Gables FL... New construction
- Hoffman House...Westerly RI...New construction
- Morrow House...Fort Lauderdale FL...Renovation
- Stuart House...St. Catherine Ontario...New construction
- Merritt House...Fort Lauderdale FL...Renovation
- Feldman House...North Miami FL...New construction

#### Commercial (abbreviated list)

- So-New Live/Work Townhouses...Fort Lauderdale FL...New construction
- Liberty Gas...Hollywood FL...New construction
- Bond Office Building...Fort Lauderdale FL...Renovation
- Victory Park Restaurant...Fort Lauderdale FL...Renovation
- Anything on Wheels Automobile Dealership...Fort Lauderdale FL...New construction
- Len Stewart & Associates Office Building...Fort Lauderdale FL...Renovation
- Alpine Motors Automobile Dealership...Fort Lauderdale FL...New Construction
- Taylor Creek Marina & Restaurant...Fort Pierce FL...New construction
- Port Largo Restaurant and Club...Key Largo FL...New Construction
- Brandy Office...Fort Lauderdale FL...Renovation
- Original Pancake House Restaurant...Fort Lauderdale, Plantation, Orlando FL...New Construction
- South by Southeast Restaurant...Fort Lauderdale FL
- Stryker Yacht Sales Office...Fort Lauderdale FL
- Coconuts Lounge & Restaurant...Key largo FL
- Sunrise Harbor Marina Building...Fort Lauderdale FL
- Tarpon River Semi-Professional Building...Fort Lauderdale
- Sandy's Fine Food Emporium...Westerly RI
- Waterways Place Entrance proposal...Aventura FL

- Bill Sheppard Office...Fort Lauderdale FL

#### Whole Foods Market (Design Architect)

- Pompano Beach FL
- Miami FL
- Sans Souci (North Miami) FL
- Carrolwood FL
- Pembroke Pines FL
- Jacksonville FL
- Wellington FL
- Naples FL
- Bayhill FL
- Coral Gables FL
- Boca Raton FL
- Palm Beach Gardens FL
- Sarasota FL
- Fort Lauderdale FL
- Aventura FL
- Coral Springs FL

#### Special Projects, Furniture, Objects, Lighting and Graphics

- Yodi's Cat House...Fort Lauderdale FL...Design/Build
- Columbarium for First Presbyterian Church...Fort Lauderdale FL
- Penland Craft School Guest House...Penland NC
- Doctoroff Stryker 62 Yacht...Fort Lauderdale FL
- Hoffman Arts & Architect Studio & Art Gallery...Fort Lauderdale FL
- The Beverly Light Fixture
- Liberty Gas Light Fixture
- Oblamov's Dream Platform Bed
- X-O-S Platform Bed
- Gulfstream Chairs and Table Suite of chairs and dining table
- Apple Ply Chairs and Table Side chairs and dining table
- Inane Rolling Mirror
- Apple Ply Rolling Table Rolling desk
- Vinyl Record Album Shelving System
- Home studio tables and shelving system
- Marlin Stool Bar stool design
- RDCP (Reclaimed Dade County Pine) Stool
- Galvo Tables
- Involute Bench Design competition for Coconut Grove Art Show
- Billy Bold a Type Face
- Hoffman Gallery graphic design
- WSHE Radio Station Logo Fort Lauderdale FL
- Business cards and stationary
- Schwartz Residence... Bayside Furniture Suite...Jockey Club...North Miami FL
- Government Center Parking Garage Entrance proposal...Fort Lauderdale FL

#### **Media, Books and Periodicals**

##### Writings by William Hoffman

- The Tropical Architect Blog
- Fine Homebuilding Magazine
- Elderly Housing A Design Proposal Denver Housing Authority
- Master's Thesis A Residence
- The Tropical Architect Fort Lauderdale City News

##### Course Textbook and Study Guide

- Home Renovation Broward College class textbook



#### Television and Radio

- Miami Vice ABC television show
- National Public Radio, WLRN Miami

#### Blogs

- TheTropicalArchitect.com
- MotherEarthNews.com
- BuildItSolar.com

#### Writings about William Hoffman and the Hoffman Gallery by others

- HOME Fort Lauderdale Magazine
- HOME Miami Magazine
- Green Homes Dwellings for the 21<sup>st</sup> Century Book
- Pulse Magazine
- Miami Herald Newspaper 3
- Sun Sentinel newspaper
- Interior Design Magazine
- Cultural Quarterly Magazine
- Interior Design Market Magazine
- Kitchen & Bath Concepts Magazine
- Florida Home & Garden Magazine
- Zello Magazine
- South Florida Home & Garden Magazine

#### Academic Experience

##### Visiting Critic

- University of Miami Department of Architecture
- Florida Atlantic University Department of Architecture
- Broward College Department of Architecture

##### Instructor

- Yoga Billy Yoga...Yoga Instructor
- Art Institute of Fort Lauderdale
  - Furniture Design Instructor
  - Interior Design Instructor
- University of Colorado Department of Architecture...Architectural Design Grad Assistant

#### Lecture and Public Forum Experience

- Miami Art Museum
- Museum of Contemporary Art North Miami
- The Architectural Club of Miami
- University of Miami School of Architecture
- Art and Cultural Center of Hollywood
- Design Center of the Americas, Dania FL

#### Public Service

- University of Florida LAKEWATCH program
- National Public Radio
- City of Oakland Park FL
- Hurricane Help Telephone Hotline
- The Tropical Architect Fort Lauderdale City News
- Oakland Park Main Street
- Design Broward Public Art and Design Master Plan Broward Cultural Affairs Commission

**Professional Recognition**

- AIA Award of Merit
- AIA Award of Honorable Mention
- Fort Lauderdale Museum of Art Hottt 33 Memorial Competition
- Museum of Contemporary Art North Miami
- Penland School of Crafts, Penland North Carolina Competition, Award of Commission

**Hoffman Gallery**

- |                                                                                                      |                                                                                                               |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Director</li><li>• Curator</li><li>• Installations</li></ul> | <ul style="list-style-type: none"><li>• Marketing</li><li>• Press releases</li><li>• Graphic design</li></ul> |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

**Interests & Special Talents**

- |                                                                                                                                                                                                                                  |                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Collecting 20<sup>th</sup> Century Furniture</li><li>• Design/Build Furniture &amp; Architectural Features</li><li>• Music</li><li>• Art</li><li>• Good Food</li><li>• Reading</li></ul> | <ul style="list-style-type: none"><li>• Gardening</li><li>• Surfing</li><li>• Free Diving</li><li>• Open Ocean Swimming</li><li>• Light Tackle Fishing</li><li>• Yoga Instructor</li><li>• Handyman</li></ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# Application



## Historic Preservation Board - Application

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### CRITERIA:

Shall be citizens of the City. 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.

### RESPONSIBILITIES:

1. To update the official inventory of cultural resources and submit to the City Commission recommendations and documentation concerning the updating.
2. To develop programs to stimulate public interest in urban neighborhood conservation, to participate in the adaptation of existing codes, ordinances, procedures, and programs to reflect urban neighborhood conservation policies and goals.
3. To explore funding and grant sources and advise property owners concerning which might be available for identification, protection, enhancement, perpetuation, and use of historic, architectural, archeological, and cultural resources.
4. To cooperate with agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect historic preservation concerns and policies, and assist in the development of proposed and future land use plans.
5. To advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement, and preservation of cultural resources.
6. To advise the City Commission concerning the effects of local governmental actions on cultural resources.
7. To review and recommend the designation of sites, buildings, structures, objects, and districts, both public and private, as historically or architecturally significant.
8. To approve or deny petitions for certificates of appropriateness required under the historic preservation regulations in the Chapter 33 of the City of DeLand Code of Ordinances.
9. To notify the Planning Director who shall take appropriate action when it appears that there has not been compliance with the historic preservation regulations of Chapter 33 of the City of DeLand Code of Ordinances.

I've lived in an historic neighborhood in DeLand my entire adult life. I have a vested interest in ensuring these neighborhoods maintain a certain nostalgic charm as I raise my family. I feel my experience in Real Estate and knowledge of the area will help achieve this boards goals

## Personal Information



**DeLAND**  
F L O R I D A — ...

### Historic Preservation Board - Personal Information

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First name:

**Hugh**

Middle name:

**West**

Last name:

**Costa**

Email address:

**westcosta@gmail.com**

Primary phone number:

**(386) 717-4559**

Address:

**600 N Tuxedo Ave, DeLand, FL 32724, USA**

#### Employment History

Employer: \*

**Bee Realty**

Position: \*

**Broker Associate**

Employment date: \*

**04/04/2016**

Education

Degree(s): \*

**Bachelors Business Administration**

School or college: \*

**Stetson**

Graduation date: \*

**12/2004**

## City Clerk



**DeLAND**  
FLORIDA —...

## City Clerk

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Vetting result: \*

Public - Message to applicant:

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10. To assist in developing a historic preservation element to be incorporated into the City of DeLand's Comprehensive Plan and, if necessary, make recommendations for amendments to historic preservation goals, objectives and policies in the plan.

Are you a City of DeLand resident?

**Yes**

How long have you lived in the DeLand area?

**40 years**

Do you own property in DeLand?

**Yes**

Do you work within the City limits?

**Yes**

Have you ever served on a City Board?

**Yes**

When and which Board?

**Strategic planning committee 2023**

Are you currently serving on any advisory board for any other governmental agency?

**No**

Please indicate if you have working knowledge or expertise in any of the following areas:

**History , Real Estate/Real Property Appraisal**

Indicate which area(s) you have expertise:

**History , Real Estate or Real Property Appraisal**

Please describe your community involvement:

**I live and work in Downtown DeLand. My community involvement includes being a member of the Strategic Planning Committee in 2023. I'd like to continue my volunteer contribution through being involved in with the Historic Preservation Board**

Please describe your interest/activities:

**My interests mostly revolve around spending time with my family and continuing to grow in my real estate career. If there is a moment for travel, I will take it.**

Why do you desire to serve on this Board or Committee?

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Appointments to Charter Review Committee 2023/24.

**DEPARTMENT:** City Clerk

**PREPARED BY:** Julie Hennessy, City Clerk

**ATTACHMENTS:**

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

On November 6, 2023, the City Commission voted to approve the structure and make-up of the Charter Review Committee. Staff was directed to come back to the City Commission with proposed names of volunteers. Staff has contacted the following individuals and **they have agreed to serve:**

Two (2) Members of Citizen Advisory Boards (past or present):

Solomon Greene (HPB)

Barb Girtman (EDC, Spring Hill CRA, & Strategic Plan Steering Committee)

Two (2) Former Commissioners or City Managers:

Bob Apgar (former Mayor)

Mike Abels (former City Manager)

One (1) Current Commissioner:

Vice-Mayor Paiva has expressed an interest in serving

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

High Value Government.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

There should be no fiscal impact of concern related to the Charter Review Committee process other than staff and committee member volunteer time. There will be some additional advertising costs above the advertising budget for the General Election (budget is \$1,500). In addition, in the event the City's Charter language forces an additional page to the General Election ballot, the City will be required to pay the cost of those pages, along with any other related charges by the Department of Elections (cost unknown but could be as much as several thousand dollars). There is \$1,500 in the budget for elections; any costs above that will have to be taken from contingency.

**RECOMMENDATION:**

It is recommended that the City Commission make the appointments to the Charter Review Committee as recommended by staff.

**BACKGROUND/DISCUSSION:**

N/A



**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Second Reading of Ordinance No. 2024-01, Amending Land Development Regulations Text to Modify Section 33-16.05 to Remove the Prohibition of “Medical Marijuana Treatment Center Dispensing Facilities,” and to Allow Said Facilities where Pharmacies are Allowed in Section 33-17.23, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-17.23 to Add “Medical Marijuana Cultivation Facilities” as an Allowed Use in the M-1 Zone District, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-12 to Add Definitions for “Medical Marijuana Cultivation Facilities” and “Medical Marijuana Treatment Center Dispensing Facilities.” First Reading 01-03-2024.

**DEPARTMENT:** Planning

**PREPARED BY:** Carol Kuhn, Planning Director

**ATTACHMENTS:** ORD-2024-01, Draft Language After Planning Board, Staff Report - Updated following Planning Board

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

Since 2017, the City of DeLand has prohibited Medical Marijuana Dispensaries. Over the past few years there have been several inquiries regarding Medical Marijuana Dispensaries. On November 6, 2023, staff received direction from the City Commission to remove the prohibition and to allow Medical Marijuana Dispensary Facilities in the same zoning districts as drugstores and pharmacies. As part of this update, staff has also added applicable definitions and clarified where Medical Marijuana Cultivation Facilities would be permitted.

On December 13, 2023, the Planning Board considered staff recommended revisions to remove the prohibition and allow medical marijuana treatment center dispensing facilities in the P-1, BR, C-2, C-2A, and C-2AC zone districts, where pharmacies and drugstores are currently allowed, add medical marijuana cultivation facilities in the same zone districts where laboratories, research, testing, and development facilities are permitted in the C-2AC and the M-1 (industrial) zone district, and add two related definitions. Staff's recommended amendments were not supported by a majority of the Planning Board members and failed with a vote of 2-2. The Planning Board then moved to separate the two issues - dispensaries and cultivation facilities. A motion to allow cultivation facilities as an allowed use only in the M-1 zone district and add a definition for Medical Marijuana Cultivation Facilities was approved by a vote of 3-1. Following a motion and a second to remove the prohibition of dispensaries and allow Medical Marijuana Dispensaries in the same zoning districts where pharmacies and drugstores are allowed, the motion failed by a vote of 2-2. Concerns expressed by Planning Board members were related to current federal laws, perceived increase in crime and impacts on DeLand's quality of life resulting from the operation of a Medical Marijuana Dispensary.

In accordance with the Planning Board recommendation, staff is proposing to add medical marijuana cultivation facilities as an allowed use in only the M-1 zone district. Staff fully supports the allowance of Medical Marijuana Dispensaries. The attached proposed ordinance reflects the Planning Board recommendation along with the removal of the prohibition, thereby allowing Medical Marijuana Dispensaries in the same zone districts as drugstores and pharmacies and allowing cultivation facilities only in the M-1 zone district.

At the January 3, 2024 meeting, the City Commission approved the ordinance on first reading with a vote of 4 in favor and 0 opposed.

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

As outlined in the City's Strategic Plan under Preparing for the Future/Sustainability, the removal of the ban on Medical Marijuana Dispensaries is a response to an emerging issue and could provide opportunities to for business development within the City of DeLand.

## **SUSTAINABILITY:**

One of the Strategic Plan's guiding principles includes the *fostering of a community with quality and accessible health care*. With the adoption of the medical marijuana regulations, it allows *services and infrastructure to help our community and residents remain healthy and mobile*.

## **FISCAL IMPACT:**

Removing the ban on medical marijuana dispensaries could provide additional business and employment opportunities throughout the city.

## **RECOMMENDATION:**

Staff recommends that the City Commission approve second reading of the proposed amendment to the Land Development Regulations to allow for medical marijuana dispensaries in the same zoning districts as drugstores and pharmacies and allowing cultivation facilities in the M-1 zoning district.

## **BACKGROUND/DISCUSSION:**

In 2016, the voters of FL approved a constitutional amendment providing for the medical use of marijuana. At that time, the City Commission directed staff to draft an ordinance that would have allowed medical marijuana treatment center dispensing facilities in the city subject to locational standards. In 2017 the State mandated that counties and municipalities must allow medical marijuana dispensaries in the same locations as pharmacies, or prohibit the use outright. In response to the state's preemption, the city took the latter action and prohibited the use of medical marijuana dispensaries.

Proposed revisions to allow medical marijuana treatment center dispensing facilities in the **P-1, BR, C-2, C-2A, and C-2AC** zone districts, where pharmacies and drugstores are currently allowed and add medical marijuana cultivation facilities in the same zone districts where laboratories, research, testing, and development facilities are permitted in the C-2AC and the M-1 zone district, and add two definitions.

33-16.05.

*Medical marijuana treatment center dispensing facilities ~~banned~~*. Pursuant to the authority vested in the City of DeLand by Section ~~381.986(11)(b)1~~ 381.986(11)(b)2, Florida Statutes, medical marijuana treatment center dispensing facilities, as that term is used in Section 381.986, ~~Fla. Stat~~ Florida Statute ~~are hereby banned within the corporate limits of the City of DeLand~~ may be permitted in any zoning district that allows pharmacies licensed under Chapter 465, Florida Statutes and said facilities shall be compliant with 381.986, Florida Statutes.

33-12 – Definitions

***Medical Marijuana Cultivation Facility.*** Means a facility where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs pursuant to Florida Statute 381-986.

***Medical Marijuana Treatment Center Dispensing Facility.*** Means a facility where medical marijuana or any product derived therefrom is dispensed pursuant to Florida Statute 381-986.

## **ORDINANCE NO. 2024 - 01**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES AND CULTIVATION FACILITIES; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-16.05 “MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES BANNED”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 381.986(11), Florida Statutes, provides that cities and counties have two choices regarding the location of medical marijuana treatment center dispensing facilities (“dispensaries”) in their jurisdiction, to wit, they can either ban them completely or allow them everywhere a pharmacy can be located; and

**WHEREAS**, the City Commission, when originally faced with the choice of banning dispensaries outright or allowing them everywhere a pharmacy can be located, opted to ban dispensaries completely and did so through the adoption of Section 33-16.05 of the City of DeLand Code of Ordinances; and

**WHEREAS**, now that the community has some experience with the appearance, operation and effects, or lack thereof, of dispensaries, the City desires to allow dispensaries within the City; and

**WHEREAS**, Section 381.986, Florida Statutes, provides for a host of requirements and regulations related to dispensaries, and to the operation of dispensaries, including but certainly not limited to subsection (8)(h)1 which provides that such facilities may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except that the facility may have a sign that is affixed to the outside or hanging in the window of the premises which identifies the dispensary by the licensee’s business name, a department-approved trade name, or a department-approved logo, and which subsection also provides that such facilities trade name and logo may not contain wording or images that are attractive to children or which promote the recreational use of marijuana; and

**WHEREAS**, the City also desires to incorporate into its land development regulations the permissibility of medical marijuana treatment center cultivation and processing facilities in the City industrial zoning district which, as a practical matter, is the only place such facilities could be constructed and operated; and

**WHEREAS**, staff has undertaken a comprehensive review of the City’s Land Development Regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the efficient administration of Chapter 33 of the Code of Ordinances of the City of DeLand.

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

**Section 1.** Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, “Definitions” by adding the new underlined language alphabetically, to be read in full as follows:

Sec. 33-12. - *Definitions.*

*Medical Marijuana Treatment Center Cultivation and Processing Facility* means a facility where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs, pursuant to Section 381.986, Florida Statutes.

*Medical Marijuana Treatment Center Dispensing Facility* means a facility where medical marijuana or any product derived therefrom is dispensed pursuant to Section 381.986, Florida Statutes.

**Section 2.** Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-16.05, “Medical marijuana treatment center dispensing facilities banned.” by adding the new underlined language and by deleting the ~~strike-through language~~ to be read in full as follows:

33-16.05. *Medical marijuana treatment center dispensing facilities banned.* Pursuant to the authority vested in the City of DeLand by F.S. § ~~381.986(11)(b)1~~ Section 381.986(11)(b)2, Florida Statutes, all medical marijuana treatment center dispensing facilities, as that term is used in F.S. § Section 381.986, Florida Statutes ~~are hereby banned within the corporate limits of the City of DeLand,~~ may be permitted in any zoning district that allows pharmacies licensed under Chapter 465, Florida Statutes, except that, in accordance with Section 381.986(11)(c), Florida Statutes, may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the City approves the location through a formal proceeding open to the public at which the City determines that the location promotes the public health, safety, and general welfare of the community.

**Section 3.** Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language (to be inserted into the existing chart) and by deleting the ~~strike-through language~~ to be read in full as follows:

33-17.23 *Allowed uses in commercial and industrial zoning districts.*

| <b>MEDICAL SUPPORT (See also Section 33-19.11)</b>                                                                               |                 |                 |            |                 |             |              |            |            |            |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|------------|-----------------|-------------|--------------|------------|------------|------------|
|                                                                                                                                  | <b>P-1</b>      | <b>BR</b>       | <b>C-1</b> | <b>C-2</b>      | <b>C-2A</b> | <b>C-2AC</b> | <b>C-3</b> | <b>C-4</b> | <b>M-1</b> |
| Medical office                                                                                                                   | P               | P               | P          | P               | P           | P            |            |            |            |
| Apothecary shops                                                                                                                 | P               |                 | C          |                 |             |              |            |            |            |
| Drugstores and pharmacies                                                                                                        | P               | P               |            | P               | P           | P            |            |            |            |
| <u>Medical marijuana treatment center dispensing facilities</u>                                                                  | <u>P</u>        | <u>P</u>        |            | <u>P</u>        | <u>P</u>    | <u>P</u>     |            |            |            |
| Hospitals                                                                                                                        |                 |                 |            | P               |             |              |            |            |            |
| Laboratories, hospitals and clinics                                                                                              | E <sup>15</sup> |                 | P          | P               | P           | P            |            |            |            |
| Medical clinics over 5,000 square feet                                                                                           | E <sup>15</sup> | E <sup>15</sup> |            | P               | P           | P            |            |            |            |
| Nursing homes and adult congregate living facilities                                                                             |                 |                 | P          | P               | P           | P            |            |            |            |
| Veterinary clinics and doggie daycare facilities allowing inside overnight boarding with no outside runs or kennels              | C               | C               |            | C               | C           | C            |            |            |            |
| Veterinary clinics, doggie daycare facilities, and pet grooming shops with overnight and/or outdoor boarding facilities and runs |                 |                 |            | E <sup>30</sup> |             |              |            |            | P          |

| INDUSTRIAL AND MANUFACTURING                                                                        |     |    |                 |                 |                 |                 |                   |                 |                 |
|-----------------------------------------------------------------------------------------------------|-----|----|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|
|                                                                                                     | P-1 | BR | C-1             | C-2             | C-2A            | C-2AC           | C-3               | C-4             | M-1             |
| Fuel storage and bulk supply plants                                                                 |     |    |                 |                 |                 |                 | C <sup>13</sup>   | P               |                 |
| Coal, coke or wood yard                                                                             |     |    |                 |                 |                 |                 |                   |                 | P               |
| Laboratories, research, testing and development—<br>Pharmaceutical products, drugs compounding only |     |    |                 |                 |                 | P               |                   |                 | P               |
| <u>Medical marijuana treatment center cultivation and processing facilities</u>                     |     |    |                 |                 |                 |                 |                   |                 | <u>P</u>        |
| Machine shop                                                                                        |     |    |                 |                 |                 | C               | P/E <sup>19</sup> |                 | P               |
| Manufacture of pottery or other ceramic products                                                    |     |    |                 |                 |                 | C               |                   |                 | P               |
| Manufacturing - including assembly and fabrication operations                                       |     |    |                 |                 |                 | C <sup>23</sup> | C/E <sup>19</sup> | C <sup>14</sup> | P               |
| Manufacturing - Craftsman shop                                                                      |     |    | C <sup>23</sup> | C <sup>23</sup> | C <sup>23</sup> | P               | C/E <sup>19</sup> |                 | P               |
| Manufacturing - Limited                                                                             |     |    |                 | C <sup>23</sup> |                 | C <sup>23</sup> | C/E <sup>19</sup> |                 | P               |
| Microwave, radio, telephone and television facilities and transmission towers                       |     |    | E <sup>6</sup>  | E <sup>6</sup>  | E <sup>6</sup>  |                 |                   | E <sup>6</sup>  | E <sup>6</sup>  |
| Mining and excavations per <u>section 33-62</u> of article V of this chapter                        |     |    |                 |                 |                 |                 |                   |                 | C               |
| Planing mill, saw mill, millwork and wood product manufacturing                                     |     |    |                 |                 |                 |                 |                   |                 | E <sup>18</sup> |
| Recycling centers                                                                                   |     |    |                 |                 |                 |                 |                   | P               | P               |
| Research and development facilities                                                                 |     |    |                 |                 |                 | P               | P/E <sup>19</sup> |                 |                 |
| Storage of bottled gas, natural gas or similar products                                             |     |    |                 |                 |                 |                 |                   |                 | C <sup>19</sup> |
| Utilities excluding microwave, radio, telephone and television towers                               |     |    |                 | C               |                 | C               |                   |                 |                 |
| Warehousing and commercial storage                                                                  |     |    |                 | C <sup>24</sup> |                 | C <sup>24</sup> | P/E <sup>19</sup> | P               | P               |
| Wholesale commercial activities                                                                     |     |    |                 |                 |                 | C               |                   | P               | P               |

**Section 4. Conflicts.** All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 6. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.**

(a). The provisions of Sections 1, 2 and 3 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 4 through 7 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 7. Effective Date.** This Ordinance shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day January, 2024.

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Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

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Julie A. Hennessy  
City Clerk Auditor

Passed on first reading: January 03, 2024  
Adopted on second reading January 17, 2024

**APPROVED AS TO FORM AND LEGALITY:**

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Darren J. Elkind  
City Attorney

## Proposed LDR Revisions – Medical Marijuana Treatment Center Dispensing Facilities and Cultivation Facilities

**Following Planning Board Meeting on December 13, 2023**

33-17.23 Allowed uses in commercial and industrial zoning districts

| MEDICAL SUPPORT (See also Section 33-19.11)                                                    |                 |                 |                 |                 |                 |                 |                   |                 |                 |
|------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|
|                                                                                                | P-1             | BR              | C-1             | C-2             | C-2A            | C-2AC           | C-3               | C-4             | M-1             |
| Medical office                                                                                 | P               | P               | P               | P               | P               | P               |                   |                 |                 |
| Apothecary shops                                                                               | P               |                 | C <sup>15</sup> |                 |                 |                 |                   |                 |                 |
| Drugstores and pharmacies                                                                      | P               | P               |                 | P               | P               | P               |                   |                 |                 |
| <b><u>Medical marijuana treatment center dispensing facilities</u></b>                         | <b><u>P</u></b> | <b><u>P</u></b> |                 | <b><u>P</u></b> | <b><u>P</u></b> | <b><u>P</u></b> |                   |                 |                 |
| Hospitals                                                                                      |                 |                 |                 | P               |                 |                 |                   |                 |                 |
| Laboratories, hospitals and clinics                                                            | E <sup>15</sup> |                 | P               | P               | P               | P               |                   |                 |                 |
| Medical clinics over 5,000 square feet                                                         | E <sup>15</sup> | E <sup>15</sup> |                 | P               | P               | P               |                   |                 |                 |
| INDUSTRIAL AND MANUFACTURING                                                                   |                 |                 |                 |                 |                 |                 |                   |                 |                 |
|                                                                                                | P-1             | BR              | C-1             | C-2             | C-2A            | C-2AC           | C-3               | C-4             | M-1             |
| Fuel storage and bulk supply plants                                                            |                 |                 |                 |                 |                 |                 | C <sup>13</sup>   | P               |                 |
| Coal, coke or wood yard                                                                        |                 |                 |                 |                 |                 |                 |                   |                 | P               |
| Laboratories, research, testing, development — Pharmaceutical products, drugs compounding only |                 |                 |                 |                 |                 | P               |                   |                 | P               |
| <b><u>Medical marijuana cultivation facilities</u></b>                                         |                 |                 |                 |                 |                 |                 |                   |                 | <b><u>P</u></b> |
| Machine shop                                                                                   |                 |                 |                 |                 |                 | C               | P/E <sup>19</sup> |                 | P               |
| Manufacture of pottery or other ceramic products                                               |                 |                 |                 |                 |                 | C               |                   |                 | P               |
| Manufacturing - including assembly and fabrication operations                                  |                 |                 |                 |                 |                 | C <sup>23</sup> | C/E <sup>19</sup> | C <sup>14</sup> | P               |
| Manufacturing - Craftsman shop                                                                 |                 |                 | C <sup>23</sup> | C <sup>23</sup> | C <sup>23</sup> | P               | C/E <sup>19</sup> |                 | P               |
| Manufacturing - Limited                                                                        |                 |                 |                 | C <sup>23</sup> |                 | C <sup>23</sup> | C/E <sup>19</sup> |                 | P               |
| Microwave, radio, telephone and television facilities and transmission towers                  |                 |                 | E <sup>6</sup>  | E <sup>6</sup>  | E <sup>6</sup>  |                 |                   | E <sup>6</sup>  | E <sup>6</sup>  |
| Mining and excavations per section 33-62 of article V of this chapter                          |                 |                 |                 |                 |                 |                 |                   |                 | C               |
| Planing mill, saw mill, millwork and wood product manufacturing                                |                 |                 |                 |                 |                 |                 |                   |                 | E <sup>18</sup> |
| Recycling centers                                                                              |                 |                 |                 |                 |                 |                 |                   | P               | P               |
| Research and development facilities                                                            |                 |                 |                 |                 |                 | P               | P/E <sup>19</sup> |                 |                 |
| Storage of bottled gas, natural gas or similar products                                        |                 |                 |                 |                 |                 |                 |                   |                 | C <sup>19</sup> |
| Utilities excluding microwave, radio, telephone and television towers                          |                 |                 |                 | C               |                 | C               |                   |                 |                 |
| Warehousing and commercial storage                                                             |                 |                 |                 | C <sup>24</sup> |                 | C <sup>24</sup> | P/E <sup>19</sup> | P               | P               |
| Wholesale commercial activities                                                                |                 |                 |                 |                 |                 | C               |                   | P               | P               |



33-16.05.

*Medical marijuana treatment center dispensing facilities* ~~banned~~. Pursuant to the authority vested in the City of DeLand by Section ~~381.986(11)(b)1~~ 381.986(11)(b)2, Florida Statutes, medical marijuana treatment center dispensing facilities, as that term is used in Section 381.986, ~~Fla. Stat~~ Florida Statute ~~are hereby banned within the corporate limits of the City of DeLand~~ may be permitted in any zoning district that allows pharmacies licensed under Chapter 465, Florida Statutes and said facilities shall be compliant with 381.986, Florida Statutes.

#### 33-12 – Definitions

***Medical Marijuana Cultivation Facility.*** Means a facility where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs pursuant to Florida Statute 381-986.

***Medical Marijuana Treatment Center Dispensing Facility.*** Means a facility where medical marijuana or any product derived therefrom is dispensed pursuant to Florida Statute 381-986.

**PLANNING STAFF  
REPORT TO  
CITY OF DELAND CITY COMMISSION  
January 3, 2024**

**APPLICATION NO:** LDR23-138

**APPLICANT:** City of DeLand

**STAFF PLANNER:** Carol Kuhn, AICP, Planning Director

**REQUEST:** City-Initiated Land Development Regulations - Text Amendment to Remove Prohibition of Medical Marijuana Dispensaries to Allow Medical Marijuana Facilities where Pharmacies are Allowed and Clarify where Medical Marijuana Cultivation Facilities are Permitted

**APPLICABLE ORDINANCES:** Sec. 33-135. Procedure for text amendments.

33-135.01(a) Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.

33-135.12(b) The Planning board shall review proposed changes in this chapter, which shall make a recommendation to the city commission prior to final action adopting or not adopting the amendment. However, at the request of the planning board or the city commission, or in the discretion of the city manager, proposed amendments may be taken directly to the city commission for action.

**LOCATION:** City-wide

**BACKGROUND:** The City's Land Development Regulations currently prohibit Medical Marijuana Dispensaries in the City. Over the past few years there have been several inquiries regarding Medical Marijuana Dispensaries. Staff has sought input from City Commission and has evaluated the anticipated impacts of a medical marijuana dispensary and found that it is a similar use with similar impacts as drugstores and pharmacies. As such, staff is proposing allowing medical marijuana dispensaries in the same zoning districts as drugstores and pharmacies.

33-17.23 Allowed uses in commercial and industrial zoning districts

| MEDICAL SUPPORT (See also Section 33-19.11)                     |                 |          |                 |          |          |          |     |     |     |
|-----------------------------------------------------------------|-----------------|----------|-----------------|----------|----------|----------|-----|-----|-----|
|                                                                 | P-1             | BR       | C-1             | C-2      | C-2A     | C-2AC    | C-3 | C-4 | M-1 |
| Medical office                                                  | P               | P        | P               | P        | P        | P        |     |     |     |
| Apothecary shops                                                | P               |          | C <sup>15</sup> |          |          |          |     |     |     |
| Drugstores and pharmacies                                       | P               | P        |                 | P        | P        | P        |     |     |     |
| <b>Medical marijuana treatment center dispensing facilities</b> | <b>P</b>        | <b>P</b> |                 | <b>P</b> | <b>P</b> | <b>P</b> |     |     |     |
| Hospitals                                                       |                 |          |                 | P        |          |          |     |     |     |
| Laboratories, hospitals and clinics                             | E <sup>15</sup> |          | P               | P        | P        | P        |     |     |     |

|                                                                                               |                 |                 |                 |                 |                 |                 |                   |                 |                 |
|-----------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|
| Medical clinics over 5,000 square feet                                                        | E <sup>15</sup> | E <sup>15</sup> |                 | P               | P               | P               |                   |                 |                 |
| <b>INDUSTRIAL AND MANUFACTURING</b>                                                           |                 |                 |                 |                 |                 |                 |                   |                 |                 |
|                                                                                               | <b>P-1</b>      | <b>BR</b>       | <b>C-1</b>      | <b>C-2</b>      | <b>C-2A</b>     | <b>C-2AC</b>    | <b>C-3</b>        | <b>C-4</b>      | <b>M-1</b>      |
| Fuel storage and bulk supply plants                                                           |                 |                 |                 |                 |                 |                 | C <sup>13</sup>   | P               |                 |
| Coal, coke or wood yard                                                                       |                 |                 |                 |                 |                 |                 |                   |                 | P               |
| Laboratories, research, testing, development —Pharmaceutical products, drugs compounding only |                 |                 |                 |                 |                 | P               |                   |                 | P               |
| <b>Medical Marijuana Cultivation Facilities</b>                                               |                 |                 |                 |                 |                 |                 |                   |                 | <u>P</u>        |
| Machine shop                                                                                  |                 |                 |                 |                 |                 | C               | P/E <sup>19</sup> |                 | P               |
| Manufacture of pottery or other ceramic products                                              |                 |                 |                 |                 |                 | C               |                   |                 | P               |
| Manufacturing - including assembly and fabrication operations                                 |                 |                 |                 |                 |                 | C <sup>23</sup> | C/E <sup>19</sup> | C <sup>14</sup> | P               |
| Manufacturing - Craftsman shop                                                                |                 |                 | C <sup>23</sup> | C <sup>23</sup> | C <sup>23</sup> | P               | C/E <sup>19</sup> |                 | P               |
| Manufacturing - Limited                                                                       |                 |                 |                 | C <sup>23</sup> |                 | C <sup>23</sup> | C/E <sup>19</sup> |                 | P               |
| Microwave, radio, telephone and television facilities and transmission towers                 |                 |                 | E <sup>6</sup>  | E <sup>6</sup>  | E <sup>6</sup>  |                 |                   | E <sup>6</sup>  | E <sup>6</sup>  |
| Mining and excavations per section 33-62 of article V of this chapter                         |                 |                 |                 |                 |                 |                 |                   |                 | C               |
| Planing mill, saw mill, millwork and wood product manufacturing                               |                 |                 |                 |                 |                 |                 |                   |                 | E <sup>18</sup> |
| Recycling centers                                                                             |                 |                 |                 |                 |                 |                 |                   | P               | P               |
| Research and development facilities                                                           |                 |                 |                 |                 |                 | P               | P/E <sup>19</sup> |                 |                 |
| Storage of bottled gas, natural gas or similar products                                       |                 |                 |                 |                 |                 |                 |                   |                 | C <sup>19</sup> |
| Utilities excluding microwave, radio, telephone and television towers                         |                 |                 |                 | C               |                 | C               |                   |                 |                 |
| Warehousing and commercial storage                                                            |                 |                 |                 | C <sup>24</sup> |                 | C <sup>24</sup> | P/E <sup>19</sup> | P               | P               |
| Wholesale commercial activities                                                               |                 |                 |                 |                 |                 | C               |                   | P               | P               |

As part of this update, Staff is also proposing to remove the prohibition in Section 33-16.05 of the Land Development Regulations:

33-16.05.

*Medical marijuana treatment center dispensing facilities ~~banned~~.* Pursuant to the authority vested in the City of DeLand by Section ~~381.986(11)(b)~~ 381.986(11)(b)2, Florida Statutes, medical marijuana treatment center dispensing facilities, as that term is used in Section 381.986, ~~Fla. Stat~~ Florida Statute ~~are hereby banned within the corporate limits of the City of DeLand~~ may be permitted in any zoning district that allows pharmacies licensed under Chapter 465, Florida Statutes and said facilities shall be compliant with 381.986, Florida Statutes.

As well as add the following definitions to Section 33-12 - Definitions:

*Medical Marijuana Cultivation Facility.* Means a facility where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs pursuant to Florida Statute 381-986.

*Medical Marijuana Treatment Center Dispensing Facility.* Means a facility where medical marijuana or any product derived therefrom is dispensed pursuant to Florida Statute 381-986.

**PUBLIC NOTICE:**

The public notice for this text amendment has been published in a newspaper of general circulation

**STAFF RECOMMENDATION:** Staff recommends that the Planning Board forward this proposed text amendment, project number LDR23-138, a **City-Initiated Land Development Regulations - Text Amendment to Remove Prohibition of Medical Marijuana Dispensaries to Allow Medical Marijuana Facilities where Pharmacies are Allowed and Clarify where Medical Marijuana Cultivation Facilities are Permitted** to the City Commission for review and approval.

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** First Reading of Ordinance Amending Section 21-3, Camping Prohibited.

**DEPARTMENT:** Legal

**PREPARED BY:** Darren Elkind, City Attorney

**ATTACHMENTS:** Camping Ordinance

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

The City of DeLand has been collaboratively working with the Community for years on addressing homelessness, ever since we started meeting in 2016 to develop the concept for the Bridge. In addition to the Bridge, we have developed the idea for a diversion from incarceration program (pending funding from the State), prohibited panhandling at nine intersections, and most recently created a program to direct public efforts toward helping the homeless with our “Spare Change for Real Change” program.

However, despite our best efforts, there continues to be homeless individuals that reside in downtown and other areas of DeLand that refuse to go to the Bridge or First Step where they can be helped. The conditions under which they live on the streets is deplorable and filled with violence fueled by substance use disorders and untreated mental illness. There is help for these individuals but as a community we need to stop allowing the camping and storage of belongings in public spaces and focus their attention toward residing in spaces that provide proper shelter and have the resources to help with substance use disorders, mental illness and other issues that prevent them from being housed.

In review of DeLand’s current City Code provisions relating to homeless persons sleeping on public property, it was determined that the best strategy for addressing the increase in homelessness within the City was to address the regulation of camping on public property. The proposed ordinance defines camping, which is essentially setting up any sort of camp, regardless of how rudimentary, and to include activities such as sleeping with a sleeping bag, in or on cardboard, or the like. The ordinance prohibits that behavior. Federal and state law is clear that the City cannot outlaw homelessness. In order to prevent camping on public property, there must be an available shelter or other place to which a homeless person can go and at which they may sleep safely.

The proposed Ordinance has been drafted in a manner that provides clarity as to the conduct that is allowed and that which is proscribed. The proposed Ordinance ensures the balance between prohibiting conduct which can be objectively regulated and enforced, and that which cannot be regulated or enforced. The proposed Ordinance prohibits camping on public property while preserving the constitutional rights of homeless individuals in light of the existing case law.

The City, through the Neighborhood Center, operates the Bridge along with the many programs offered by the Neighborhood Center to help people transition into housing. One additional element the City will need to implement in order to fully enforce this ordinance is additional shelter or camping area where individuals can be taken to if they do not have a place to go. Staff has been working with First Step Shelter toward that end to provide the additional space that is needed. It is our belief that the more interactions they have with Shelter staff, the greater the likelihood is of them entering either the Bridge or First Step programs. The First Step option will come at a cost as yet to be determined and

would be subject to First Step Board approval. In the absence of that, the City would need to develop its own space to which people could be taken if they have no place to go. The exact cost of using the First Step shelter has not been determined, and if this ordinance is approved on first reading, City staff would solidify the terms of the arrangement with First Step so that information can be provided at second reading of the ordinance and in that fashion the City would be able to enforce the ordinance immediately upon adoption of the ordinance on second reading.

In addition, to fully implement the ordinance there would need to be a good communication plan put together, training, and participation of our merchants to direct their efforts toward helping homeless at the Bridge or First Step Shelter.

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

Maintaining a Safe Community: Develop and implement policies that produce tangible and measurable solutions for people experiencing homelessness.

#### **SUSTAINABILITY:**

Although this ordinance does not impact environmental sustainability in the traditional sense, living outdoors permanently in public areas is not sustainable for individuals.

#### **FISCAL IMPACT:**

There is no direct fiscal impact from this ordinance. However, there is a cost related to providing shelter space for these individuals through an agreement with First Step.

#### **RECOMMENDATION:**

Adopt the attached ordinance.

#### **BACKGROUND/DISCUSSION:**

The proposed Ordinance updates the City's Code by enacting anti-camping regulations by amending Section 21-3 of the *Code of Ordinances* in the following ways:

1. It prohibits camping on public property.
2. It provides individuals camping on public property in violation of the ordinance the opportunity to enter a shelter or similar facility.
3. It prevents enforcement if alternative shelter space is not available.

The regulation of the conduct of camping on public streets and outdoor areas implicates constitutional issues. The courts have held that punishing homeless individuals for engaging in life sustaining activities in public places when the person has nowhere else to go violates the Eighth Amendment (there are a host of other constitutional issues but they are beyond the scope of this summary). The seminal case regarding homelessness is *Pottinger v. City of Miami* which resulted in a settlement that dictated the fashion as to how the prohibition on outdoor sleeping (among other issues) needed to be addressed with regard to homeless persons. The primary point of this case is that there needs to be some shelter or the place to which the homeless person can go and sleep. The courts have held that punishing homeless individuals for engaging in life sustaining activities in public places when the person has nowhere else to go violates the Eighth Amendment. In the case of *Joel v. City of Orlando*, 232 F.3d 1353 (11th Cir. 2000), the City of Orlando's ordinance prohibited camping on public

property, which was defined as sleeping outdoors, and city police were provided a handbook with certain guidelines for enforcing the ordinance. The facts in the case showed that there was available shelter space to which the homeless persons against whom the ordinance was being enforced could be taken. The court's reasoning in upholding the ordinance as written and enforced focused on the ability of the individual to comply with the ordinance which targeted conduct of the individual and did not punish the individual based on their status as homeless.

A number of other cities, including cities in Volusia County, have adopted ordinances prohibiting camping on public property. City staff has held meetings with stakeholders and concerned individuals in an effort to ensure that there will be a concerted effort by the City, the downtown business community and the people that provide services to the homeless.

**ORDINANCE NO. 2024-XXX**

**AN ORDINANCE OF THE CITY OF DELAND, FLORIDA RELATING TO CAMPING; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City, together with non-profit organizations and a number of community partners, has made a significant investment to provide housing and other necessary services for the homeless population within the City, including but not limited to the development of the Bridge facility, which operates in conjunction with the Neighborhood Center, which non-profit organization provides shelter, food, counseling and host of other services for the homeless and at-risk population within the City; and

**WHEREAS**, notwithstanding the efforts of the City and its community partners to provide housing and related services to persons who are, or who are at risk of, becoming homeless, there has recently been a proliferation of homeless persons setting up camp on public property throughout the City; and

**WHEREAS**, there are conveniently located facilities in and around the City at which people can sleep at no cost if they are homeless; and

**WHEREAS**, the City has provided services to the homeless population because the City's leaders believe that not only is it the compassionate way to treat its citizens, but also because the City's leader's believe that providing safe shelter for its most vulnerable citizens is an important mission of the City – but the City is also cognizant of the legal prohibition against criminalizing homelessness and the mandates of applicable legal precedent, including *Pottinger v. City of Miami*, 810 F. Supp. 1551 (S.D. Fla. 1992); *Joel v. City of Orlando*, 232 F.3d 1353 (11th Cir. 2000); and *Catron v. City of St. Petersburg*, 658 F.3d 1260 (11th Cir. 2011).

**WHEREAS**, a municipality has the constitutional authority to regulate where camping occurs within its jurisdiction; and

**WHEREAS**, public property, other than that which is specifically designated for housing or camping, is not intended to serve as an abode; and

**WHEREAS**, the City needs to prohibit camping or otherwise setting up an abode on public property which is not designated for such, and to direct homeless persons to the available facilities at which they can reside; and

**WHEREAS**, this Ordinance is an exercise of the City of DeLand's powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; and



**WHEREAS**, the City Commission determines that the enactment of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of the City of DeLand; and

**WHEREAS**, the City Commission has taken all actions in accordance with the requirements and procedures mandated by State law and complied, in every respect, with the requirements of law.

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

**Section 1. Legislative Findings and Intent.** The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

**Section 2. New Provision Relating to Camping in City Code.** New provisions of the *Code of Ordinances of the City of DeLand* are created and enacted to read as follows:

*Sec. 21-3.3 Camping Prohibited*

(a) *Definition of Camping.* “Camping” means to sleep or otherwise be in a state of temporary shelter out of doors and:

- (1) Inside, on or near a tent or sleeping bag, or atop of or covered by materials, or inside some form of temporary shelter; or
- (2) Bathing, shaving or washing clothes in public restrooms or other public areas; or
- (3) Upon being awakened, volunteers that the person has no home or other permanent shelter.

For purposes of this Section 21-3, the terms “camping” and “to camp” have the same meaning.

(b) *Camping Prohibited.* It shall be unlawful for any person to camp on any public property, except as specifically authorized by permit or other authorization issued by the City of DeLand. A person violating this section shall be punished as provided in section 1-6 of this Code.

(d) *Camping Enforcement Procedure.* If evidence of camping is established, the violator must first be provided with an opportunity to enter a homeless shelter or similar facility, if available. If no such facility is available a trespass warning, citation or arrest may not be made. If alternative shelter space is available and the violator refuses to enter the facility, a trespass warning, citation or arrest may be made.

**Section 3. Implementing Administrative Actions; Adoption of Administrative Rules.**

(a). The City Manager is hereby authorized and directed to implement the provisions of

this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

**Section 4. Savings.** The prior actions of the City of DeLand in terms of the matters relating to the regulation of smoking, are hereby ratified and affirmed.

**Section 5. Conflicts; Repealer.** 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-Auditor in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor - Commissioner

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** First Reading of Ordinance Amending Section 21-3, re Unlawful Storage of Personal Property.

**DEPARTMENT:** Legal

**PREPARED BY:** Darren Elkind, City Attorney

**ATTACHMENTS:** Unlawful Storage of Personal Property

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

There has recently been a proliferation of items, primarily appearing to belong to homeless persons within the City, being stored or otherwise left on public property, especially on sidewalks, rights-of-way and parks. The City has a code provision related to unattended personal property, and the City has been enforcing that code provision by collecting the unattended items and storing/disposing of the items in accordance with the ordinance and state law. However, oftentimes the items are not unattended and an ordinance is needed which allows the City to cause the items to be removed and at the same time respects the rights of individuals and complies with constitutional protections, especially related to the prohibition against the unlawful seizure of personal property by the government. The proposed Ordinance provides for the giving of notice that personal property cannot be stored on public property, other than by lawful permit, and provides for the removal of the stored property by the City if it is not moved. The proposed ordinance has been drafted in a manner that provides guidelines to prevent discriminatory or arbitrary enforcement. The proposed Ordinance ensures that the procedural requirements of due process are met by providing requisite notice to owners/possessors of the personal property. The proposed Ordinance strengthens the provisions of the *City Code* relative to providing a sound constitutional process for removal of unattended personal property on public property.

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

Maintaining a Safe Community

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

There is a minor fiscal impact to this ordinance related to the giving of warnings and removal of unlawfully stored property.

**RECOMMENDATION:**

Adopt the attached ordinance.

**BACKGROUND/DISCUSSION:**

The proposed Ordinance updates the City's Code by enacting anti-camping regulations by amending Section 21-3 of the *Code of Ordinances* in the following ways:

1. It prohibits the unlawful storage of personal property on public property.
2. It provides the process for removal of personal property stored unlawfully on public property in violation of this ordinance.
3. It provides the type of notice for unlawfully stored personal property on public property and how such notice is to be given.

The regulation of the conduct of storing personal property or leaving personal property unattended on public streets and outdoor areas implicates constitutional issues at both the state and federal level. The issues particularly arise under the Equal Protection and Procedural Due Process clauses as well as the Fourth and Eighth Amendments. Numerous local governments in Florida and across the country have addressed the unlawful storage of personal property on public property. Many of these ordinances rely on *Pottinger v. Miami*, 810 F.Supp. 1551 (S.D. Fla. 1992) litigation wherein the city was held liable for unlawful seizure of personal property under the 4th Amendment. Importantly, in addition to providing notice that the personal property must be removed, the relevant law also requires that there be some place, at least temporarily, that personal property can be stored if the owner/possessor of that property has no place else to bring it. The Neighborhood Center has offered to provide a space for this storage on its campus, and has also offered to administer the returning of the property to the owner/possessor so that the City is not burdened with this task.

## **ORDINANCE NO. 2024 -**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CREATING A NEW SECTION 21-3.2 “UNLAWFUL STORAGE OF PERSONAL PROPERTY” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY PROVIDING FOR A PROHIBITION AGAINST STORING PERSONAL PROPERTY ON PUBLIC PROPERTY OR ON ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, there have been repeated instances of persons storing personal property on public property including parks, sidewalks, alleyways and benches within the City; and

**WHEREAS**, leaving or storing personal property in such places can obstruct the use of public sidewalks, streets and alley ways, and benches and other structures located in such places; and

**WHEREAS**, the accumulation of personal property in such places detracts from the overall appearance of the community and otherwise adversely affects the general health, welfare and safety of the community; and

**WHEREAS**, due to fairly recent events in our country and abroad, there is a heightened sense of concern when a person sees an unattended item of personal property in a public place such as a sidewalk; and

**WHEREAS**, the City Commission desires to prohibit people from storing personal property on public property including sidewalks, streets or alley ways, or on any bench or other structure located therein; and

**WHEREAS**, this Ordinance is not intended to, and does not apply to, items of personal property which are left on or in a public sidewalk, street or alley way pursuant to a lawfully issued permit or otherwise pursuant to law, items which are used or associated with lawfully operating businesses, or conveyances such as bicycles, baby strollers, personal assistive devices and the like which are temporarily left outside of a public or private facility (ie. shop, government office, public rest room, etc.) while the owner thereof is inside such facility; and

**WHEREAS**, the City has a compelling interest in promoting the health and safety of citizens and visitors by regulating potentially hazardous conditions on public property including public rights-of-way; and

**WHEREAS**, personal property stored on public property, including public rights-of-way, may pose a health, safety or security threat to pedestrians and visitors of public property; and

**WHEREAS**, the City has a legitimate interest in and having clean and accessible public parks, rights-of-way and other public spaces; and

**WHEREAS**, the City has a compelling interest in ensuring that pedestrians have unobstructed access to public rights-of-way; and

**WHEREAS**, the City has a compelling interest in complying with the requirements of the Americans with Disabilities Act which include minimum unobstructed sidewalk access for those with disabilities; and

**WHEREAS**, the City is willing to assist, on a limited basis, in providing storage facilities to those who do not have a location to store personal property.

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

**Section 1. Legislative Findings and Intent.** The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

**Section 2. New Provision Relating to the Storage of Personal Property in City Code.** Chapter 21 “Offenses” of the Code of Ordinances of the City of DeLand is hereby amended by repealing the existing Section 21-3.2 “Unattended personal property” and replacing it with a new Section 21-3.2 “Unlawful Storage of Personal Property” to read, in full, as follows:

Section 21-3.2. *Unlawful storage of personal property.*

(a) Definitions. Except where the context otherwise specifically requires, as used in this section, the following definitions shall apply:

(1) *Owner* means the owner of, or any person in actual or apparent control of any item of personal property stored on public property.

(2) *Officer* means sworn law enforcement officer or code enforcement officer.

(3) *Public property* means any street, alley, sidewalk, pedestrian pathway, swale, bicycle lane, sidewalk, median, or any other area encompassed within the public right-of-way in the City of DeLand, Florida, any park, or other outdoor recreation facility in the City of DeLand, Florida, or any other grounds, buildings, or other facilities, including any structures, fixtures, equipment, furnishings and any other appurtenances located thereon, owned or leased by the City of DeLand.

- (4) *Reasonable charges* means actual costs and the city shall take into consideration the owner's ability to pay the charges.
- (5) *Store* or *stored* shall be broadly interpreted to include any action to place, store, park, display, locate, or set an item upon the property.
- (b) *Prohibition*. It shall be unlawful for any person to store any item of personal property on any public property.
- (c) *Process for removal of unlawfully stored property*.
- (1) The city may remove or cause the removal of personal property stored on public property in violation of this section if an owner fails to remove such personal property from any public property within twenty-four (24) hours after being served with written notice, as described in subsection (d) of this section.
- (2) In the event an officer determines personal property stored on public property is a threat to the health, safety, or welfare of the public, an officer may immediately remove such personal property. A threat to the health, safety, or welfare of the public shall include, but not be limited to, a fire hazard, an explosive hazard, noxious odors, or an infestation of vermin, including rodents, lice, roaches or fleas. If personal property is removed pursuant to this subsection and without prior notice, a written notice shall be posted at the location where the personal property was removed which identifies the determined threat to the health, safety, or welfare of the public and the location to which the personal property has been taken.
- (3) Personal notice shall not be required for the removal of personal property stored on public property in violation of this section upon which a sign indicating that unattended items may be removed immediately. Such items may be removed immediately. Such written notice may only be posted on public property under the following conditions:
- a. In the interest of security and safety, temporary signs warning of immediate removal of items from public property may be posted on public property at least thirty-six (36) hours in advance of special events, including, but not limited to, parades and festivals which are likely to draw large crowds to the City.
  - b. In the interest of security and safety, permanent signs warning of the immediate removal of items from public property may be posted around public buildings which are



likely targets for the placement of explosive devices or other security risks related to terrorists or dissidents.

- c. In the event the city determines the need for an area-wide cleanup, the city shall post written notice of the clean-up in the area to be cleaned at least thirty-six (36) hours in advance of the cleaning. Any items left when the clean-up commences may be immediately removed and stored according to the procedures set forth in this section.
- (4) The city may dispose of the items thirty (30) days after removal from the public property or after seven (7) days if the items are deemed to be a threat to the health, safety, or welfare of the public pursuant to this subsection. If the owner of the items wishes to retrieve the items, adequate proof of ownership and payment to the City of reasonable charges for storage and removal of the items are required. If the owner demonstrates he or she does not have the ability to pay the reasonable charges, such charges will not be required to retrieve the items.

(d) *Notice.*

- (1) The written notice required by subsection (c)(1) shall be deemed to have been served if:
- a. A copy is personally delivered to the owner of the item; or
  - b. A copy is left at the owner's usual place of abode with some person of the family above fifteen (15) years of age and informing such person of the contents thereof; or
  - c. A copy is mailed to the owner's usual place of abode by either registered or certified United States mail with return receipt requested; or
  - d. If the name of the owner or the place of residence or post office address of the owner cannot be ascertained after diligent search and inquiry or in the event a notice sent by either registered or certified mail shall be returned undelivered, a copy of such notice shall be posted in a conspicuous place on the property upon which the items described in this section are or were located; or
  - e. A copy is attached to the unlawfully stored items.

- (2) The notice required by subsection (c)(1) shall contain the following:

- a. A complete description of the items to be removed (such description may refer to an attached photograph);
- b. The location of the property;
- c. The section of the Code in violation;
- d. The location to which the items will be removed, if such items are removed from public property;
- e. The date and time by which the items must be removed from public property; and
- f. If such items were removed from public property, the date by which the items must be claimed from the location where they are being stored, with notice that the items may be destroyed or otherwise disposed of after such date.

(e) Abandoned and lost property is regulated and may be removed pursuant to F.S. § 705.103, *et seq.*

### **Section 3. Implementing Administrative Actions; Adoption of Administrative Rules.**

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

**Section 4. Savings.** The prior actions of the City of DeLand in terms of the matters relating to the regulation of smoking, are hereby ratified and affirmed.

**Section 5. Conflicts; Repealer.** 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-Auditor in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christopher M. Cloudman, Mayor - Commissioner

ATTEST:

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

Passed on first reading:

Adopted on second reading:

**APPROVED AS TO FORM AND LEGALITY:**

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

**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** First Reading of Ordinance Amending Section 21-3, Lying on Public Sidewalks, Streets, Alleyways and Benches.

**DEPARTMENT:** Legal

**PREPARED BY:** Darren Elkind, City Attorney

**ATTACHMENTS:** Ordinance Sleeping or Lying

**APPROVED BY:** Michael Pleus, City Manager, January 11, 2024

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**SUMMARY/HIGHLIGHT:**

The city currently has an ordinance that prohibits sleeping or lying down on sidewalks, alleys, rights-of-way and benches located on public sidewalks. The City has separately addressed the sleeping issue with its camping ordinance being considered on the same schedule with this ordinance. However, there is an issue that is created by people sitting or lying on sidewalks such that they block or impede the flow of persons attempting to use the sidewalk or other public rights-of-way. The proposed ordinance repeals the existing ordinance and replaces it with a prohibition against lying down on sidewalks, alleys and other rights-of-way at any time. It also includes a prohibition against a person sitting on the sidewalk or right-of-way in such a fashion so as to block the use of thereof. It provides for certain logical exceptions, including an exception for persons sitting on a sidewalk to watch one of our many parades.

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

Maintaining a Safe Community

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

There is no direct fiscal impact to this ordinance.

**RECOMMENDATION:**

Adopt the attached ordinance.

**BACKGROUND/DISCUSSION:**

There has been a proliferation of folks sitting or lying down primarily on the downtown sidewalks. This ordinance provides a clear explanation of what type of activities are prohibited and provides for appropriate exceptions. The ordinance provides that if a person is warned by law enforcement that they are violating the ordinance and they move without being found sitting or lying in violation of the ordinance the same day, then they cannot be charged. This ordinance also prohibits a person from lying down on a bench located within a sidewalk. A violation of the ordinance is a criminal offense. It is important that this ordinance not be conflated with the proposed camping ordinance.

**ORDINANCE NO. 2023 -**

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 21-3 “LYING ON PUBLIC SIDEWALKS, STREETS, ALLEYWAYS AND BENCHES” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY REPEALING THE EXISTING PROHIBITIONS AND PROVIDING FOR A PROHIBITION AGAINST LYING ON OR IN ANY PUBLIC SIDEWALK, STREET, ALLEY OR OTHER PUBLIC RIGHTS-OF-WAY OR ON PUBLIC BENCHES OR STRUCTURES LOCATED THEREIN; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, there is currently no applicable State Statute which prohibits a person from lying on a public sidewalk, street, alley way or on a bench or other structure located in such places; and

**WHEREAS**, lying down on public sidewalks, streets and alley ways, and benches and other structures located in such places, or sitting in such places in an unreasonable way, interferes with its primary purpose, can obstruct pedestrian and vehicular traffic, threatens public safety, impedes the economic vitality of businesses, and damages public welfare; and

**WHEREAS**, public streets, sidewalks, walkways, and other paths for vehicular or pedestrian travel are created and maintained for the primary purposes of enabling pedestrians and lawfully permitted vehicles to safely and efficiently move about from place to place, facilitating delivery of goods and services, and providing all potential customers and visitors with convenient access to goods and services; and

**WHEREAS**, such public streets, sidewalks, walkways, and paths are prone to congestion, and should be kept available to serve these primary purposes; and

**WHEREAS**, except in places provided for that purpose or where reasonably necessary, the act of lying on public streets, sidewalks, walkways or other paths for vehicular or pedestrian travel interferes with the primary purposes of the public street, sidewalk, walkway or path; threatens public safety; and damages public welfare; and

**WHEREAS**, public streets, sidewalks, and walkways are traditionally public forums where persons can engage in First Amendment protected speech; and this Ordinance is not intended to, and does not apply to, persons engaged in First Amendment protected speech which does not interfere with the primary use and purpose of such public streets, sidewalks and walkways; and

**WHEREAS**, this Ordinance is not intended to, and does not apply to, sleeping, lying or reclining in or on a public sidewalk, street or alley way pursuant to a lawfully issued permit or otherwise pursuant to law; and

**WHEREAS**, benches located on public sidewalks are intended for the temporary convenience of all passersby, and are not intended to serve as abodes; and

**WHEREAS**, this Ordinance is an exercise of the City of DeLand's powers as a municipality under Article VIII, Section 2 of the Constitution of the State of Florida, and Chapter 163, Florida Statutes, which includes police powers to maintain and preserve the public health, safety and welfare.

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

**Section 1. Legislative Findings and Intent.** The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

**Section 2. Revision to Code.** Section 21.3 of Chapter 21 "Offenses" of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined and removing the ~~striketrough~~, as follows:

Section 21-3 ~~*Sleeping or*~~ *Lying on public sidewalks, streets, alleyways and benches.*

(a) Prohibition. It shall be unlawful for any person to lie down on or in any public street, sidewalk, alley, right-of-way, or on any bench or other structure located in or on a public street, sidewalk, alley or right-of-way, or for any person to sit down in such a fashion so as to impede the flow of persons on, or impair the customary use of, any public street, sidewalk, alley or right-of-way. A person violating this section shall be punished as provided in section 1-6 of this Code.

(b) Notice.

(1) If a person is found to be lying on or in an area prohibited under subsection (a), a City of DeLand law enforcement officer shall request the person to move to an area where lying is not prohibited. The person shall not be charged with a violation of this section if the person voluntarily moves from and does not lie or sit in violation of this section the same day.

(2) No person shall be charged under subsection (a) unless the person engages in conduct prohibited by said subsection after having been notified by a City of DeLand law enforcement officer that the conduct violates subsection (a).

(c) Exceptions The prohibition in subsection (a) shall not apply under the following circumstances:

(1) To any person lying down due to a medical emergency.

(2) To any person sitting on a sidewalk or right-of-way adjacent to a roadway on which a parade is being held pursuant to a lawfully issued permit, so long as such person does not block a sidewalk or otherwise create any threat to public safety, for a period of two hours before and during such parade.

~~No person over the age of 18 years shall lie down and sleep on any public street, sidewalk, alley, right-of-way or on any bench or other structure located in or on a public street, sidewalk, alley or right-of-way between the hours of 7:00 a.m. and 11:00 p.m. Sleeping in a motor vehicle which is lawfully parked on any street, alley or right-of-way, or sleeping while in an upright seated position, does not constitute a violation of this section. Upon observing a violation of this section, a police officer shall order the person violating this section to discontinue the violation, and in case of neglect or refusal to obey such order, to arrest or cause to be arrested the person so refusing or neglecting to obey. A person violating this section shall be punished as provided in section 1-6 of this Code.~~

### **Section 3. Implementing Administrative Actions; Adoption of Administrative Rules.**

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

**Section 4. Conflicts; Repealer.** All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**Section 6. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.**

(a). The provisions of Section 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 1 and Sections 3 through 7 shall not be codified.

(b). The Code codifier is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

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

**Section 7.** This Ordinance shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of January, 2024.

\_\_\_\_\_  
Christopher M. Cloudman  
Mayor - Commissioner

**ATTEST:**

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

Passed on first reading:  
Adopted on second reading:

**APPROVED AS TO FORM AND LEGALITY:**

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



**CITY OF DELAND**  
**Request for Commission Action**  
**January 17, 2024**

**SUBJECT:** Resolution Approving Architectural Revisions to the Approved Class IV Site Plan, DeLand Commons, Located at 225 West Woodland Boulevard.

**DEPARTMENT:** Planning

**PREPARED BY:** Belinda Collins, Senior Planner

**ATTACHMENTS:** Resolution, Resolution 2023-04 DeLand Commons Site Plan , ELEVATION Revisions - DeLand Commons 1, DeLand Commons Narrative of Changes

**APPROVED BY:** Michael Pleus, City Manager, January 10, 2024

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**SUMMARY/HIGHLIGHT:**

The City Commission approved a Class IV Site Plan, including associated architectural drawings, at its January 17, 2023 meeting. The owner, DeLand Commons Partners LTD, has requested a number of architectural revisions to the four buildings as described below and detailed in attachments to this RCA.

Building 1

1. Revised west elevation (Woodland-facing) residential balcony windows and doors from 3-panel sliding door to 2 full windows and standard door;
2. Revised west elevation first floor commercial storefront tenant door locations from the center to the side;
3. Added elevation detail to the building's north (left) side elevation;
4. Corrected windows to match unit configuration on east (Rear-facing) elevation;
5. Added awnings above doors to the exterior east elevation.

Building 2

1. Added entry feature roof and columns to the west (interior-facing) side of the building;
2. Added walls and windows in the corridor to west elevation;
3. Corrected windows to match unit configuration to west elevation;
4. Corrected stair tower on east (Alabama-facing) elevation;
5. Revised windows on east elevation.

Carriage House

1. Corrected windows and entries on front elevation to match unit configuration;
2. Added exterior walls to the second floor porch entry.

Townhouse

1. Replaced the screen enclosures along the front of the building with railings to the porches;
2. Added a fire riser closet;
3. Corrected window header height;
4. Removed window on west elevations;
5. Replaced window with door and awning to east elevation.

The city's contracted architect reviewed the proposed changes and has determined that the revisions are not significant and compatible with the original approval and signed off on the changes.

Planning staff has no objection to the proposed architectural changes.

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

Preserving a "Sense of Community" as a key asset.

**SUSTAINABILITY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended that the City Commission approve the proposed architectural revisions.

**BACKGROUND/DISCUSSION:**

This is an application to approve revisions made to the elevations of DeLand Commons Buildings 1 and 2 as well as to the Carriage House and Townhomes. During construction of the project, a number of revisions have been proposed to the building department that are in conflict with the elevations that have been approved by the City Commission. City staff met with the applicant to discuss the changes and to determine which of the proposed revisions are acceptable. Due to the nature of the proposed changes, City Commission review and approval is required.

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING ARCHITECTURAL REVISIONS TO CLASS IV SITE PLAN 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 owner, DeLand Commons Partners, LTD, has requested architectural revisions to the buildings; and

**WHEREAS**, staff has no objections to the architectural changes and recommend approval of the revisions to the Class IV Site Plan for DeLand Commons.

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

**Section 1.** The City Commission hereby approves the architectural changes to the Class IV Site Plan for the DeLand Commons project located at 225 South Woodland Boulevard, including the townhome portion of the project on East Voorhis Avenue, as depicted in the plan set from Slocum Platts Architects, P.A. bearing a revision date of 12-12-23.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED** this 17<sup>th</sup> day of January, 2024.

---

Christopher M. Cloudman  
Mayor-Commissioner

**ATTEST:**

---

Julie A. Hennessy  
City Clerk – Auditor

**APPROVED AS TO FORM AND LEGALITY:**

---

Darren J. Elkind  
City Attorney

**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 17<sup>th</sup> day of January, 2023.



Christopher M. Cloudman  
Mayor-Commissioner

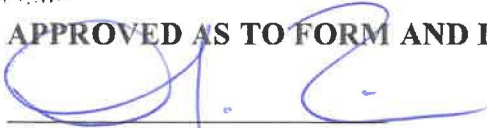


ATTEST:



Julie A. Hennessy  
City Clerk - Auditor

**APPROVED AS TO FORM AND LEGALITY:**



Darren J. Elkind  
City Attorney



#### EXTERIOR PAINT DESIGNATIONS

- [P1] SHERWIN WILLIAMS - SHITAKE (60913)
- [P2] SHERWIN WILLIAMS - STONE LION (60913)
- [P3] RED BRICK

1 WEST ELEVATION (FRONT)  
SCALE: 3/32" = 1'-0"

Commercial doors  
moved to the outside  
from the center of  
the suite.



2 SOUTH ELEVATION (RIGHT SIDE)  
SCALE: 3/32" = 1'-0"



3 EAST ELEVATION (LEFT SIDE)  
SCALE: 3/32" = 1'-0"

| REVISIONS                 |
|---------------------------|
| PERMIT SET<br>10-05-22    |
| OWNER REVISIONS<br>9-9-23 |

**SLOCUM PLATTS**  
ARCHITECTS, P.A.  
RANDALL J. SLOCUM A/E 1326 WILLIAM P. PLATTS A/E 1332  
679 NORTH OHLAND AVENUE SUITE 1001 PALM BEACH, FL 33480  
TEL: 561.833.2777  
WWW.SLOCUMPLATTS.COM



**BUILDING TYPE I - ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
FLORIDA  
DELAND

|            |
|------------|
| DRAWN      |
| WELBY      |
| CHECKED    |
| WPP        |
| DATE       |
| 01-18-2023 |
| SCALE      |
| AS NOTED   |
| JOB NO.    |
| 21-048     |
| SHEET      |

A6.1a





**APPROVED**  
**SP22-124**  
**2/10/2023**



1 FRONT (WEST) ELEVATION  
SCALE: 1/8" = 1'-0"



RED BRICK



2 RIGHT (SOUTH) ELEVATION (THE NORTH ELEVATION IS A MIRROR OF THIS ELEVATION)  
SCALE: 1/8" = 1'-0"

RESERVED FOR DIGITAL SIGNATURE

REVISIONS  
PERMIT SET  
12-05-22

**SLOCUM PLATTS**  
**ARCHITECTS, P.A.**  
RANDALL J. SLOCUM ARCHITECT, P.A. 13300 WILLIAM P. PLATTENAR BLVD  
470 NORTH ORLANDO AVENUE, SUITE 1001 MAULANA, FL 32781  
TEL: 407.251.1771  
WWW.SLOCUMPLATTS.COM



FLORIDA  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND

DRAWN  
UTB/J  
CHECKED  
JWP  
DATE  
12-21-2022  
SCALE  
AS NOTED  
JOB NO.  
21-048  
SHEET

**A6.1**



| EXTERIOR PAINT DESIGNATIONS |                                        |
|-----------------------------|----------------------------------------|
| P1                          | SHERWIN WILLIAMS - SHITAKE (SWB113)    |
| P2                          | SHERWIN WILLIAMS - STONE LION (SWB113) |
| P3                          | RED BRICK                              |

1 EAST ELEVATION (REAR)  
SCALE: 3/32" = 1'-0"

Added awnings  
above exterior  
door.

"Corrected"  
windows to  
match unit  
configuration.

| REVISIONS |                             |
|-----------|-----------------------------|
| 1         | PERMIT SET<br>10-29-22      |
| 2         | OWNER REVISIONS<br>12-12-23 |

**SLOCUM PLATT**  
ARCHITECTS, P.A.

RANDALL J. SLOCUM A/R 13269 WILLIAMS PLATTS A/R 13262  
400 NORTH 11TH STREET, SUITE 200, MIAMI, FL 33136  
TEL: 305.766.3019 FAX: 305.766.2771  
WWW.SLOCUMPLATTS.COM

*SP*

STATE OF FLORIDA  
JANUARY 1, 2024  
WILLIAMS PLATTS ARCHITECTS, P.A.  
JANUARY 1, 2024

**BUILDING TYPE I - ELEVATIONS**

**DELAND COMMON  
APARTMENTS**

DELAND

ORIDA

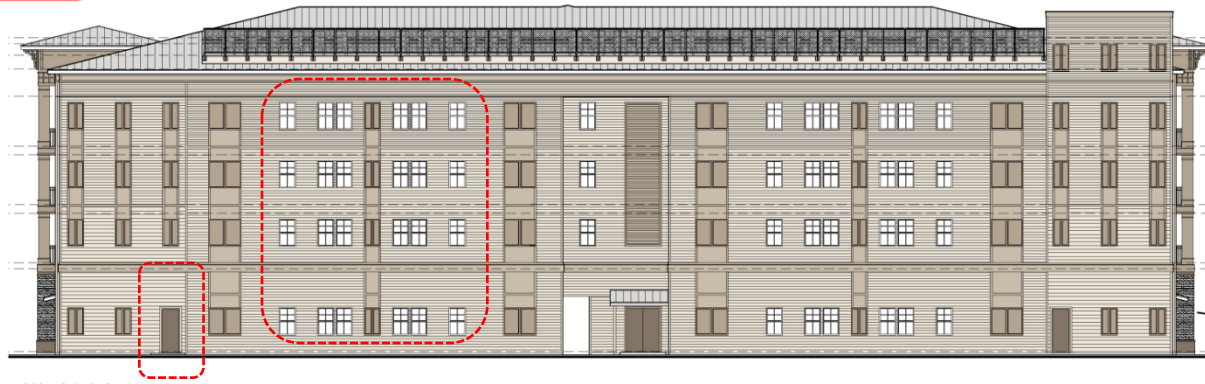
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| DRAWN   | WTEB       |
| CHECKED | WTEB       |
| DATE    | 01-18-2023 |
| SCALE   | AS NOTED   |
| APP NO  | 21-048     |
| SHEET   |            |

A6.1b





**APPROVED**  
**SP22-124**  
**2/10/2023**



① **EAST ELEVATION (REAR)**  
SCALE: 3/32" = 1'-0"

**EXTERIOR PAINT DESIGNATIONS**

- [1] SHERWIN WILLIAMS - SHITAKE (SW9173)
- [2] SHERWIN WILLIAMS - STONE LION (SW7507)
- [3] RED BRICK



RED BRICK



SW 7507  
STONE LION  
R179 G164 B145  
LRV 38



SW 9173  
SHITAKE  
R200 G188 B171  
LRV 51



SW 7012  
CREAMY  
R239 G232 B219  
LRV 81



STOREFRONT DOORS &  
WIN BRONZE ANODIZED  
DOORS AND RAILS  
SW 7514 FOOTHILLS  
R130 G116 B102 - LRV 18



SILVER  
STANDING SEAM  
METAL ROOF

RESERVED FOR DIGITAL SIGNATURE

| REVISIONS    |          |
|--------------|----------|
| REVISION SET | 10-05-22 |
|              |          |
|              |          |
|              |          |

**SLOCUM PLATTS**  
ARCHITECTS, P.A.  
RANDALL J. SLOCUM AR 13360 WILLIAM P. PLATTS AR 13282  
670 NORTH ORLANDO AVENUE, SUITE 1001, ORLANDO, FL 32757  
TEL: (407) 241-4545 FAX: (407) 241-2771  
WWW.SLOCUMPLATTS.COM



**BUILDING TYPE I - ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND  
FLORIDA

DRAWN: WPL  
CHECKED: JPP  
DATE: 10-05-22  
SCALE: AS NOTED  
JOB NO: 21-048  
SHEET

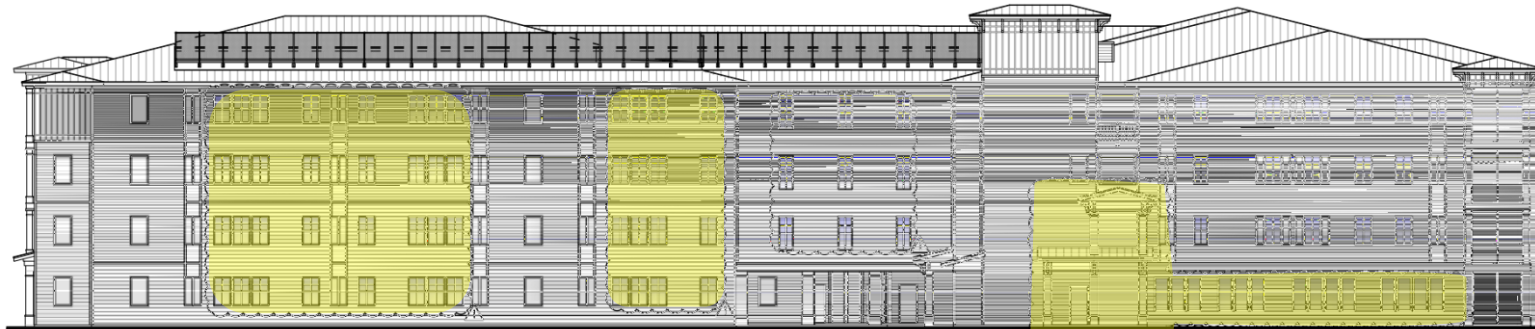
**A6.1b**



1 NORTH ELEVATION (FRONT)  
SCALE: 3/32" = 1'-0"

#### EXTERIOR PAINT DESIGNATIONS

- [P1] SHERWIN WILLIAMS - SHITAKE (509173)
- [P2] SHERWIN WILLIAMS - STONE LION (509173)
- [P3] SHERWIN WILLIAMS - CREAMY (501012)



2 WEST ELEVATION (RIGHT SIDE)  
SCALE: 3/32" = 1'-0"

Added entry  
feature roof  
and columns.

RESERVED FOR DIGITAL SIGNATURE

| REVISIONS       |          |
|-----------------|----------|
| PERMIT SET      | 10-09-22 |
| OWNER REVISIONS | 12-12-22 |
|                 |          |
|                 |          |
|                 |          |

**SLOCUM PLATTS**  
ARCHITECTS, P.A.  
RANDALL J. SLOCUM A/E 1325 S. WILLIAMS PLATTS A/E 1332 J.  
405 N. 10TH ST. SUITE 200 APT. 101  
TEL: 407/645-3019 FAX: 407/645-2771  
WWW.SLOCUMPLATTS.COM



**BUILDING TYPE I - ELEVATION**  
**DELAND**  
**APARTMENT**  
**DELAND**

DRAWN  
UTEL  
CHECKED  
JMP  
DATE  
12-01-2022  
SCALE  
AS NOTED  
JOB NO.  
21-048  
SHEET

**A6.2a**



APPROVED  
SP22-124  
2/10/2023



#### EXTERIOR PAINT DESIGNATIONS

- [1] SHERWIN WILLIAMS - SHITAKE (SUNITS)
- [2] SHERWIN WILLIAMS - STONE LION (SUNITS)
- [3] SHERWIN WILLIAMS - CREAMY (SUNITS)

REVISIONS  
PERMIT SET  
10-09-22

SLOCUM PLATT  
ARCHITECTS, P.A.

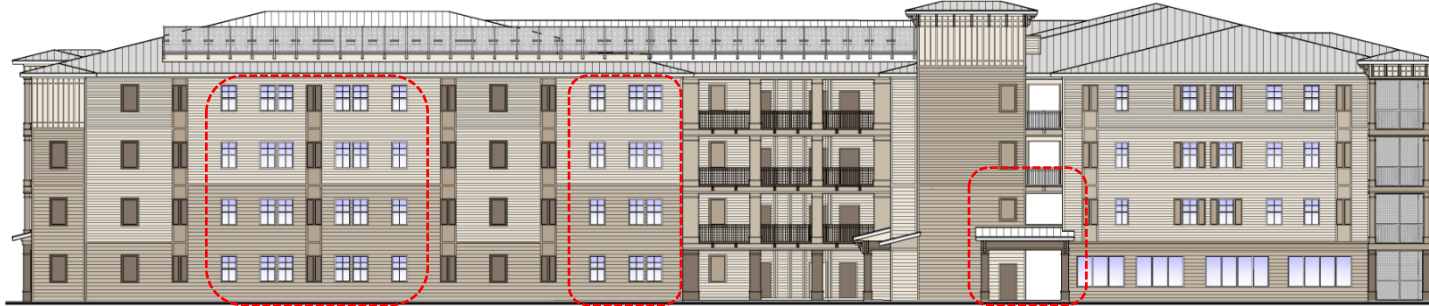


BUILDING TYPE I - ELEVATIONS  
DELAND COMMONS  
APARTMENTS  
FLORIDA  
DELAND

DRAWN  
UTB  
CHECKED  
DATE  
2-09-2022  
SCALE  
AS NOTED  
JOB NO.  
21-048  
SHEET

A6.2a

1 NORTH ELEVATION (FRONT)  
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION (RIGHT SIDE)  
SCALE: 3/32" = 1'-0"



SW 7514  
FOOTHILLS  
R130 G116 B102  
LRV 18



SW 7507  
STONE LION  
R179 G164 B145  
LRV 38



SW 9173  
SHITAKE  
R200 G188 B171  
LRV 51



SW 7012  
CREAMY  
R239 G232 B219  
LRV 81



STOREFRONT DOORS &  
WIN BRONZE ANODIZED  
DOORS AND RAILS  
SW 6041 OTTER  
R86 G67 B59 - LRV 6



SILVER  
STANDING SEAM  
METAL ROOF

RESERVED FOR DIGITAL SIGNATURE



| EXTERIOR PAINT DESIGNATIONS |                                        |
|-----------------------------|----------------------------------------|
| [P1]                        | SHERWIN WILLIAMS - SHITAKE (SUNITS)    |
| [P2]                        | SHERWIN WILLIAMS - STONE LION (SUNITS) |
| [P3]                        | SHERWIN WILLIAMS - CREAMY (SUNITS)     |

1 SOUTH ELEVATION (REAR)  
SCALE: 3/32" = 1'-0"



2 EAST ELEVATION (LEFT SIDE)  
SCALE: 3/32" = 1'-0"

RESERVED FOR DIGITAL SIGNATURE

| REVISIONS       |          |
|-----------------|----------|
| PERMIT SET      | 10-09-22 |
| OWNER REVISIONS | 12-12-22 |

**SLOCUM PLATT**  
ARCHITECTS, P.A.  
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475 NORTH ORLANDO AVENUE, SUITE 1001 ORLANDO, FL 32761  
TEL: (407) 943-3819 FAX: (407) 943-2771  
WWW.SLOCUMPLATT.COM



**BUILDING TYPE II - ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND FLORIDA

|         |            |
|---------|------------|
| DRAWN   | WTP        |
| CHECKED | JPP        |
| DATE    | 12-01-2022 |
| SCALE   | AS NOTED   |
| JOB NO. | 21-048     |
| SHEET   |            |

**A6.2b**



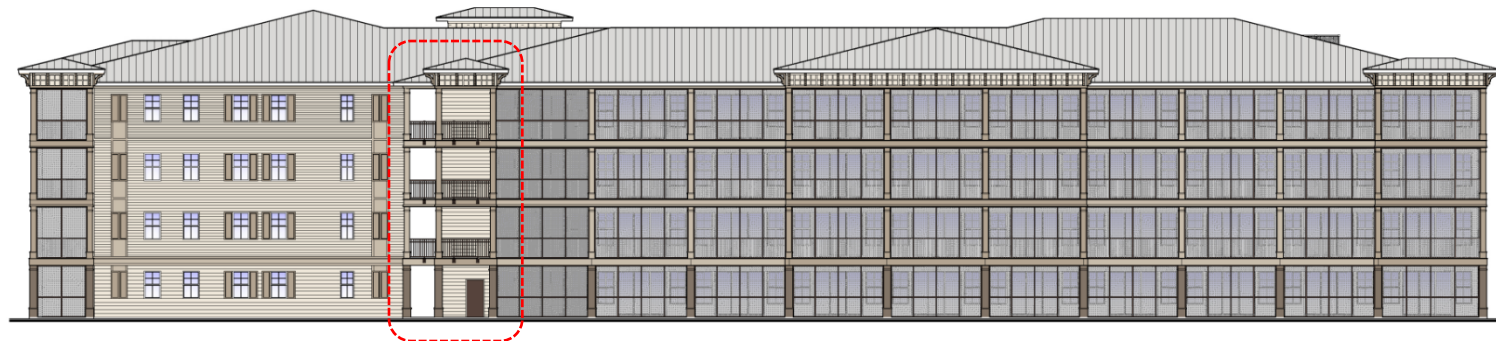
APPROVED  
SP22-124  
2/10/2023



#### EXTERIOR PAINT DESIGNATIONS

- [P] SHERWIN WILLIAMS - SHITAKE (SUITS)
- [P] SHERWIN WILLIAMS - STONE LION (SUITS)
- [P] SHERWIN WILLIAMS - CREAMY (SUITS)

1 SOUTH ELEVATION (REAR)  
SCALE: 3/32" = 1'-0"



2 EAST ELEVATION (LEFT SIDE)  
SCALE: 3/32" = 1'-0"



SW 7514  
FOOTHILLS  
R130 G116 B102  
LRV 18



SW 7507  
STONE LION  
R179 G164 B145  
LRV 38



SW 9173  
SHITAKE  
R200 G188 B171  
LRV 51



SW 7012  
CREAMY  
R239 G232 B219  
LRV 81



STOREFRONT DOORS &  
WIN BRONZE ANODIZED  
DOORS AND RAILS  
SW 6041 OTTER  
R86 G67 B59 - LRV 6



SILVER  
STANDING SEAM  
METAL ROOF

RESERVED FOR DIGITAL SIGNATURE

| REVISIONS              |
|------------------------|
| PERMIT SET<br>10-09-22 |
|                        |
|                        |
|                        |
|                        |

**SLOCUM PLATT**  
ARCHITECTS, P.A.  
SLOCUM PLATT ARCHITECTS, P.A.  
870 NORTH ORLAND AVENUE, SUITE 1001, MAITLAND, FL 32751  
TEL: (407) 945-3019 FAX: (407) 945-2771  
WWW.SLOCUMPLATT.COM



**BUILDING TYPE I - ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND  
FLORIDA

DRAWN  
UTB/J  
CHECKED  
WJP  
DATE  
12-01-2022  
SCALE  
AS NOTED  
JOB NO.  
21-048  
SHEET  
**A6.2b**

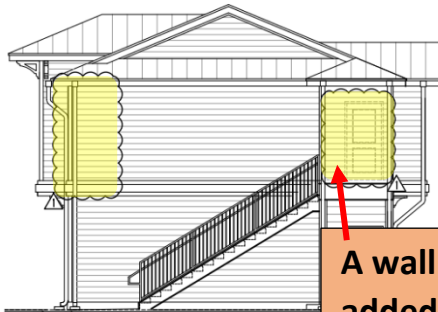




① 'CARRIAGE B' - EXTERIOR FRONT ELEVATION  
SCALE: 3/16" = 1'-0"



② 'CARRIAGE B' - EXTERIOR REAR ELEVATION  
SCALE: 3/16" = 1'-0"



③ 'CARRIAGE B' - EXTERIOR SIDE ELEVATION  
SCALE: 3/16" = 1'-0"

A wall was added that screens the door.



④ 'CARRIAGE B' - EXTERIOR SIDE ELEVATION  
SCALE: 3/16" = 1'-0"

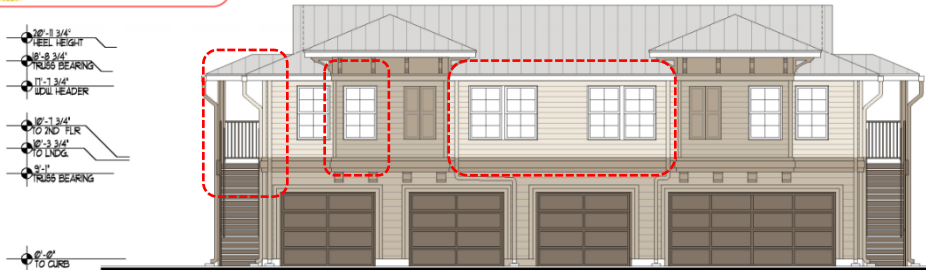
#### EXTERIOR PAINT DESIGNATIONS

- P1 SHERWIN WILLIAMS - SHITAKE (500B13)
- P2 SHERWIN WILLIAMS - STONE LION (500B13)
- P3 SHERWIN WILLIAMS - CREAMY (501002)

|                                                                                                                                                                                                                               |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| REVISIONS                                                                                                                                                                                                                     |          |
| PERMIT SET                                                                                                                                                                                                                    | 10-05-22 |
| OWNER REVISIONS                                                                                                                                                                                                               | 12-12-23 |
|                                                                                                                                                                                                                               |          |
|                                                                                                                                                                                                                               |          |
| <p><b>SLOCUM PLATTS</b><br/>ARCHITECTS, P.A.<br/>RANDALL J. SLOCUM ARCHITECT 13500 WILLIAMS P.O. BOX 12342<br/>400 NORTH WILSON AVENUE SUITE 100 FL 32751<br/>TEL: 407.648.2019 FAX 407.648.1771<br/>WWW.SLOCUMPLATTS.COM</p> |          |
| <p><b>FLORIDA</b><br/>STATE OF FLORIDA<br/>REGISTERED ARCHITECT<br/>ARCHITECT<br/>WILLIAM P. SLOCUM<br/>ARCHITECT</p>                                                                                                         |          |
| <p><b>'CARRIAGE B' EXTERIOR ELEVATIONS</b><br/>DELAND COMMONS<br/>APARTMENTS<br/>DELAND</p>                                                                                                                                   |          |
| <p>DRAWN<br/>UTELY<br/>CHECKED<br/>UPP<br/>DATE<br/>10-05-22<br/>SCALE<br/>AS NOTED<br/>JOB NO.<br/>21-048<br/>SHEET<br/><b>A6.4</b></p>                                                                                      |          |



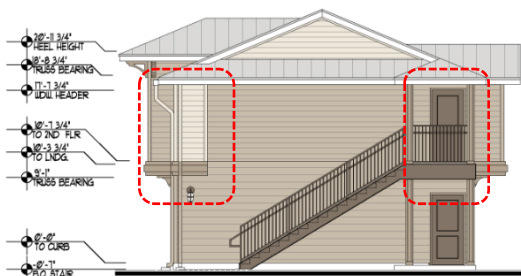
**APPROVED**  
SP22-124  
2/10/2023



1 'CARRIAGE B' - NORTH ELEVATION (FRONT)  
SCALE: 3/16" = 1'-0"



2 'CARRIAGE B' - SOUTH ELEVATION (REAR)  
SCALE: 3/16" = 1'-0"



3 'CARRIAGE B' - EAST ELEVATION (RIGHT SIDE)  
SCALE: 3/16" = 1'-0"



4 'CARRIAGE B' - WEST ELEVATION (LEFT SIDE)  
SCALE: 3/16" = 1'-0"



SW 9173  
SHITAKE  
R200 G188 B171  
LRV 51



SW 7012  
CREAMY  
R239 G232 B219  
LRV 81



SW 7507  
STONE LION  
R179 G164 B145  
LRV 38



SW 7514  
FOOTHILLS  
R130 G116 B102  
LRV 32



SILVER  
STANDING SEAM  
METAL ROOF

| REVISIONS |
|-----------|
| 01-01-22  |
| 02-01-22  |
|           |
|           |
|           |

**SLOCUM PLATTS**  
ARCHITECTS, P.A.  
PANEL 1, SLOCUM AR 13308 WILLIAM P. PLATT AR 12242  
479 NORTH DELAND AVENUE, SUITE 1001, MAITLAND, FL 32751  
TEL: 407.881.1771  
WWW.SLOCUMPLATTS.COM



'CARRIAGE B' EXTERIOR ELEVATIONS  
DELAND COMMONS  
APARTMENTS  
DELAND  
FLORIDA

|          |          |
|----------|----------|
| DESIGNED | WTP      |
| CHECKED  | WTP      |
| DATE     | 06-01-22 |
| SCALE    | AS NOTED |
| JOB NO.  | 21-0248  |
| SHEET    | A6.4     |

RESERVED FOR DIGITAL SIGNATURE

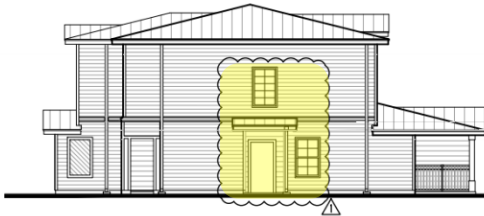
**A6.4**



1 BUILDING TYPE TH-5 - SOUTH ELEVATION (FRONT)  
SCALE: 1/8" = 1'-0"

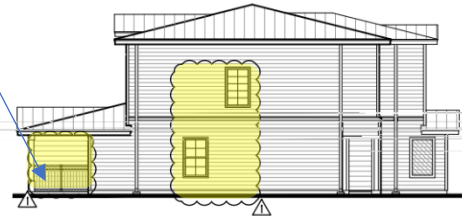


2 BUILDING TYPE TH-5 - NORTH ELEVATION (REAR)  
SCALE: 1/8" = 1'-0"



3 TYPICAL EAST ELEVATION (RIGHT SIDE)  
SCALE: 1/8" = 1'-0"

Added railing to porch.



4 TYPICAL WEST ELEVATION (LEFT SIDE)  
SCALE: 1/8" = 1'-0"

#### EXTERIOR PAINT DESIGNATIONS

- [P1] SHERWIN WILLIAMS - SHITAKE (SUSP13)
- [P2] SHERWIN WILLIAMS - STONE LION (SUSP13)
- [P3] RED BRICK

| REVISIONS       |          |
|-----------------|----------|
| PERMIT SET      | 10-09-22 |
| OWNER REVISIONS | 9-12-22  |
|                 |          |
|                 |          |
|                 |          |

**SLOCUM PLATT**  
ARCHITECTS, P.A.  
RANDALL J. SLOCUM AS 1250 WILLAMSF. PLATTS AR 1242  
470 NORTH WILSON AVENUE SUITE 200  
TALLAHASSEE, FL 32311  
TEL: (904) 842-2771 FAX: (904) 842-2771  
WWW.SLOCUMPLATT.COM



**BUILDING TYPE TH-5 - EXTERIOR ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND  
FLORIDA

DRAWN: WPP  
CHECKED: WPP  
DATE: 10-09-22  
SCALE: AS NOTED  
JOB NO: 21-048  
SHEET

**A6.5**

RESERVED FOR DIGITAL SIGNATURE





APPROVED



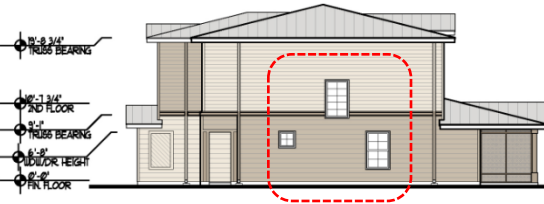
**APPROVED**  
**SP22-124**  
**2/10/2023**



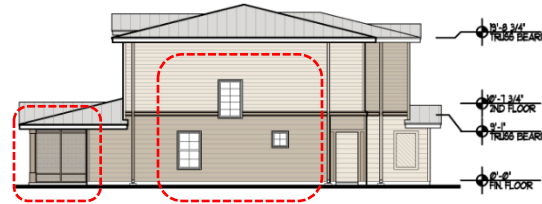
1 BUILDING TYPE TH-5 - SOUTH ELEVATION (FRONT)  
SCALE: 1/8" = 1'-0"



2 BUILDING TYPE TH-5 - NORTH ELEVATION (REAR)  
SCALE: 1/8" = 1'-0"



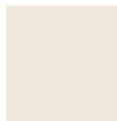
3 TYPICAL EAST ELEVATION (RIGHT SIDE)  
SCALE: 1/8" = 1'-0"



4 TYPICAL WEST ELEVATION (LEFT SIDE)  
SCALE: 1/8" = 1'-0"



SW 9173  
SHITAKE  
R200 G188 B171  
LRV 51



SW 7012  
CREAMY  
R239 G232 B219  
LRV 81



SW 7507  
STONE LION  
R179 G164 B145  
LRV 38



SW 7514  
FOOTHILLS  
R130 G116 B102  
LRV 32



BRONZE  
ANODIZED  
ALUMINUM



SILVER  
STANDING SEAM  
METAL ROOF



1/8" = 1'-0"

| REVISIONS |
|-----------|
| DD SET    |
| 06-01-22  |

**SLOCUM PLATTS**  
ARCHITECTS, P.A.  
RANDALL J. SLOCUM AS DESIGNER, WILLIAM P. PLATTS AS DESIGNER  
470 NORTH ORLANDO AVENUE, SUITE 1001, MAITLAND, FL 32751  
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**BUILDING TYPE TH-5 - EXTERIOR ELEVATIONS**  
**DELAND COMMONS**  
**APARTMENTS**  
DELAND  
FLORIDA

|            |          |
|------------|----------|
| DATE       | 06-01-22 |
| CHECKED BY | WPP      |
| DATE       | 06-01-22 |
| SCALE      | AS NOTED |
| JOB NO.    | 21-048   |
| SHEET      |          |

**A6.5**



12/13/2023

RE: Deland Commons, SP22-124

Narrative of changes to plans: Please see the attached description of changes provided by the architect. Thank you.

William H. Zeh, P.E.  
Senior Project Manager  
P.E. No. 81427  
407-629-8330, ext. 127

Executive Summary of Changes

Project Name: Deland Commons Apartments  
SPA Project No. 21-048

The following is a list of Building Department Comments / Owner Revisions

| Revision Number      |           | Date                                                                                                                           |
|----------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------|
|                      |           | 12-12-23                                                                                                                       |
| SHEET NO.            | REVISIONS |                                                                                                                                |
| <u>ARCHITECTURAL</u> |           |                                                                                                                                |
| A6.1a -BLDG 1        | 1         | Revised unit balcony windows and doors<br>Revised storefront door locations.<br>Added elevation detail for building left side  |
| A6.1b - BLDG 1       | 1         | Corrected windows to match unit configuration.<br>Added awnings above doors leading to exterior.                               |
| A6.2a - BLDG 2       | 1         | Added entry feature roof and columns.<br>Added wall and windows in corridor.<br>Corrected windows to match unit configuration. |
| A6.2b - BLDG 2       | 1         | Corrected stair tower elevation.<br>Revised windows.                                                                           |
| A6.4 - CARRIAGE BLDG | 1         | Corrected windows and entries.                                                                                                 |
| A6.5 - BLDG TH-5     | 1         | Added railing to porch.<br>Added fire riser closet.<br>Corrected window header height .<br>Removed window on side elevations.  |

Should you have any questions please contact Russel Goliath at (407) 645-3019.

Sincerely,

William P. Platts, AIA  
Vice-President AR0013262

