



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 4, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION- Pastor Jenny Haeghen, Assoc. Pastor, The Nazarene Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Approving FY 2024-2025 Tentative Millage Rate.

First public hearing establishing a tentative operating millage rate to support the FY 2024-2025 budget at 6.2841 mills. The tentative operating millage rate of 6.2841 mills is 5.27% above the rolled-back millage rate of 5.9693 mills.

2. Resolution Approving FY 2024-2025 Tentative Budget.

First public hearing on the tentative FY 2024-2025 budget. The tentative FY 2024-2025 budget for the General Fund is \$48,231,641, while City-wide is \$129,562,547 excluding the Spring Hill and Downtown CRA's or \$131,434,186 including the Spring Hill and Downtown CRA's.

PRESENTATIONS

1. Resolution No. 2024-60, Honoring the Retirement of Detective Joey Sanchez.
2. Employee Years of Service Awards.

CONSENT AGENDA

1. Resolution Approving Surplus of Glock Firearm for Detective Joey Sanchez Upon His Retirement.

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Detective Joey Sanchez for his years of service to the City of DeLand.

2. Consideration re Business Associate Agreement with Medcom for Flex Spending Account (FSA).

Flex Spending account for employee benefits.

3. Consideration re Grant of Permanent Power Easement to Duke Energy, New Utilities Administration Building, Located at 1102 South Amelia Avenue.

It is recommended that the City Commission approve the grant of the permanent Utility Easement to Duke Energy Florida, LLC.

4. Consideration re State Revolving Fund Loan Program for Lead Service Line Loan Agreement.

It is recommended that the City Commission approve the State Revolving Fund Program Loan agreement for Lead Service Line for inventory, design, and planning document.

5. Consideration re Approval of Minutes.

It is recommended that the City Commission approve the minutes.

6. Consideration re Cost Share Agreement Amendment #1 with St. Johns River Water Management District for Phase 5 Reclaimed Water Main Extension.

Staff recommends that the City Commission approve the Cost Share Agreement Amendment #1 between the St. Johns River Water Management District and the City of DeLand's Reclaimed Water System Expansion, Reclaim Phase 5 project.

7. Consideration re 2024 Tax Abatement for Total Renal Laboratories, Inc.

Consideration re approval of tax abatement for Tax Year 2024 for Total Renal Laboratories, Inc.

8. Resolution Approving FDOT Public Transportation Grant Agreement No. 455119-1-94-01 for Master Plan Update and Airports Geographic Information System (AGIS) Project.

Staff recommends that the City Commission accept FDOT Grant Number 455119-1-94-01 and also approve the accompanying resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

9. Resolution Approving FAA Grant Award No.3-12-0019-033-2024 for Airport Master Plan Update.

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-033-2024 and also approve the accompanying resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

10. Consideration re Approval of Engineering and Planning Services DeLand Airport's Master Plan Update.

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide engineering and planning services for the Master Plan Update in the amount of \$155,168.

11. Resolution Approving FDOT Public Transportation Grant Award No.455152-1-94-01 for LED Lighting and Sign Upgrades Project.

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

12. Resolution Authorizing Sole Source Purchase, Ferguson Water Works, Inc., FY 2024-2025.

Staff is seeking City Commission approval of a resolution to authorize the sole source purchase of Neptune meters, software, and parts from Ferguson Water Works, Inc.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Resolution Approving the Fee Schedule at the DeLand Municipal Airport.(Cont'd from 08-19-24).

Staff recommends that the City Commission approve the proposed Resolution establishing landing fees for DeLand Municipal Airport.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

1. Announcement of Board Vacancies.

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving FY 2024-2025 Tentative Millage Rate.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution FY 24-25 Tentative Millage Rate

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

This is the date set for the first public hearing on the tentative millage rate for the FY 2024-2025 budget. Notices were sent to all property owners by the Property Appraiser advising the date and time of this meeting and that an operating millage rate of 6.3841 will be considered by the City Commission for the 2024 tax year.

Since July budget workshops, staff identified corrections and other additional changes due to more accurate information received subsequent to the budget workshops. These changes are detailed in the corresponding budget agenda item included in this agenda. The net effect of the changes to the total General Fund budget allows the City to further reduce the tentative millage an additional .1 mils from the TRIM Millage of 6.3841 to 6.2841.

A comparison of millage rates is provided below. The tentative operating millage rate of 6.2841 mills represents a 5.27% increase from the current year's rolled-back rate of 5.9693 mills.

	<u>FY 24</u>	<u>FY 25 Tentative</u>	<u>Net Change</u>
Operating Millage	6.4841	6.2841	-0.2000

After the public hearing, any changes to the FY 2024-2025 budget the City Commission would like to make should be directed to staff so they may be incorporated in the advertisement of the City Commissioner's intent to adopt a budget and in the presentation for final consideration on September 16, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 2024-2025 budget is in balance and establishes the programs and services the City will provide next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution setting the tentative operating millage rate at

6.2841 mills for the FY 2024-2025 budget. The tentative operating millage rate of 6.2841 mills is 5.27% above the rolled-back millage rate of 5.9693 mills.

BACKGROUND/DISCUSSION:

There are two public hearings, September 4, 2024 and September 16, 2024, scheduled for the City Commission to modify and ultimately adopt the budget for FY 2024-2025. At either of these public hearings, the City Commission may reduce the operating millage, but increasing the rate will require notification to all property owners and will require an additional public hearing. The millage rate established by the City Commission at this meeting will be the rate advertised for the September 16th public hearing.

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2024-25 AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a tentative operating millage rate of 6.2841 mills which is 5.27% more than the current year rolled-back rate of 5.9693 mills; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 7:00 p.m. at City Hall on September 4, 2024, and the final public hearing has been scheduled for 7:00 p.m. at City Hall on September 16, 2024; and

WHEREAS, it is necessary for the City to approve and adopt its tentative millage rate for the fiscal year 2024-25;

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

Section 1. The City Commission of the City of DeLand hereby adopts a 6.2841 tentative operating millage rate.

Section 2. The City Commission hereby finds and declares that the operating millage rate adopted by this Resolution is more than the current year rolled-back rate by 5.27%.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 4th day of September 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving FY 2024-2025 Tentative Budget.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 24-25 Resolution Attachment A, FY 24-25 Summary of Budget Adjustments

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

This is the date set for the first public hearing on the tentative fiscal year 2024-2025 budget. Notices were sent to all property owners by the Property Appraiser advising the date and time of this meeting.

At the July budget workshops, the City Commission approved the addition of a few items to be included and the removal of a few items to be excluded from the FY 24-25 budget. Since the July budget workshops, staff has identified corrections or other additional changes due to more accurate information received subsequent to the budget workshops. These changes are detailed in an attached summary and further discussed in the background section below. The net effect of the changes to the total General Fund is a reduction of \$111,756 from what was originally presented in the proposed budget and during the budget workshops in July 2024.

After the public hearing, any changes to the FY 2024-2025 budget the City Commission would like to make should be directed to staff so they may be incorporated into the advertisement of the City Commission's intent to adopt a budget and in the presentation for final consideration on September 16, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 2024-2025 budget is in balance and establishes the programs and services the City will provide next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution establishing the tentative budget for fiscal year 2024-2025.

BACKGROUND/DISCUSSION:

There are two public hearings, September 4, 2024 and September 16, 2024, scheduled for the City Commission to modify and ultimately adopt the budget for FY 2024-2025.

On June 17, 2011, the state legislature amended s. 166.241, F.S. adding the following language:

At a minimum, the adopted budget must show, for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the resolution adopting the tentative budget provides the information necessary to satisfy this requirement.

The following details the changes from the proposed budget to the tentative budget for the affected funds:

General Fund

The original proposed budget for the General Fund was \$48,343,397. At the July budget workshops, the City Commission approved increasing the budget \$18,638 for additional Commissioner salary increases, \$172,611 for additional personnel salary increases (increasing minimum pay from \$16.50/hr to \$16.75/hr), \$3,000 for additional Commission Scholarships, \$2,500 for bleachers at Earl Brown Park and \$16,000 for 5 playground misters.

Since the budget workshops, staff identified other budget changes, including reclassifying items from capital outlay in the Capital Fund to operating expenses in the General Fund. These items included \$145,800 in IT professional services, \$15,631 in Public Works building maintenance duct cleaning, and \$27,829 in Earl Brown Park basketball court improvements. The new proposed Public Works custodian position was eliminated (-\$37,056) and additional funds were added to janitorial services (\$19,200). Staff also identified an increase in City Clerk travel and per diem (\$800) and increases in transfers to the Debt Service Fund, one for Melching Field equipment leases in the amount of \$52,752 and one for additional Fire Station 83 improvements in the amount of \$103,925, which was originally to be paid out of the Downtown CRA Fund as part of the Voorhis Ave Streetscape project. Transfers to the Capital Fund decreased \$434,751 due to funding some of the projects in FY 2024 and moving the IT professional services mentioned above.

On the revenue side, Ad Valorem Taxes decreased \$308,459 due to decreasing the millage rate an additional 0.1 mils from the proposed rate discussed at the budget workshop. The City received state revenue estimates which increased Local Option Gas Tax (\$80,560), Communication Service Tax (\$88,402) and State Sales Tax (\$209,197), but reduced State Revenue Sharing (-\$134,431). Staff increased the Fire Insurance Premium Tax (\$46,354) to correctly match the expenses included in the budget. In addition, upon review, staff increased estimated interest earnings (\$150,000) based on current trends.

Contribution from the Water & Sewer Fund increased by \$4,892, Contribution from the Permits & Inspections Fund increased \$35,224, Contribution from the Airport Fund increased \$11,906, and Contribution from the Stormwater Fund increased \$11,616 all due to the increases in salaries that are partially paid for by other funds. Use of Reserves decreased \$252,406 while Reserve Contingency decreased \$61,442. The final tentative budget for the General Fund is now \$48,231,641.

Confiscated Trust Fund

The original proposed budget for the Confiscated Trust Fund was \$3,000. Staff has identified no changes, therefore, the final tentative budget remains the same.

Homeless Shelter Fund

The original proposed budget for the Homeless Shelter Fund was \$803,380. Staff has identified no changes, therefore, the final tentative budget remains the same.

Spring Hill CRA Fund

The original proposed budget for the Spring Hill CRA Fund was \$977,875. At the July budget workshops, the City Commission approved increasing the budget \$1,519 for additional salary increases. Since the budget workshops, staff identified additional changes including a \$64 increase in Services Provided by the General Government and a \$4,205 decrease in Transfers to the Capital Fund. Ad Valorem Taxes decreased \$11,129 due to an additional .1 mil decrease in the City's tentative millage rate. CDBG grant funds of \$3,092 were added to the budget and taxes collected from other contributing taxing entities increased \$64,367 based on using their individual roll back rates times the taxable values. To offset all of these changes, the reserve contingency increased by \$58,952. The final tentative budget for the Spring Hill CRA Fund is now \$1,034,205.

Governmental Impact Fee Trust (GIFT) Fund

The original proposed budget for the GIFT Fund was \$1,381,813. Staff has identified no changes, therefore, the final tentative budget remains the same.

Downtown CRA Fund

The original proposed budget for the Downtown CRA Fund was \$713,903. Since the budget workshops, staff identified additional changes including a \$64 increase in Services Provided by the General Government. Debt proceeds, originally scheduled to be used for the Voorhis Avenue Streetscape project, were moved to the Fire Station 83 Improvements project, therefore, the debt service payments were moved from the Downtown CRA Fund to the General Fund (\$103,925). Ad Valorem Taxes decreased \$12,702 due to an additional .1 mil decrease in the City's tentative millage rate. Taxes collected from other contributing taxing entities increased \$31,604 based on using their individual roll back rates times the taxable values. To offset all of these changes, the reserve contingency increased by \$112,135. The final tentative budget for the Downtown CRA Fund is now \$837,434.

Grants & Special Revenue Fund

The original proposed budget for the Grants & Special Revenue Fund was \$331,004. Since the budget workshops, the City received a new CDBG Grant for ADA Improvements (\$89,220). In addition, the City received state estimates for the New Local Option Gas Tax, which increased \$82,275, which will be used for increased road resurfacing. The final tentative budget for the Grants & Special Revenue Fund is now \$502,499.

Debt Service Fund

The original proposed budget for the Debt Service Fund was \$2,392,323. As mentioned above, \$103,925 in transfers from the Downtown CRA Fund were eliminated and replaced by a transfer from the General Fund for the same amount. This was due to reallocating debt proceeds received from the Voorhis Avenue Streetscape project to the Fire Station 83 Improvements project. In addition, \$52,752 in debt service payments was added for Melching Field mowing equipment leases, which are funded by a transfer from the General Fund. The final tentative budget for the Debt Service Fund is now \$2,445,075.

Capital Fund

The original proposed budget for the Capital Fund was \$6,936,282. At the July Workshops, the City Commission approved increasing the budget \$50,000 for additional sidewalks on Arlington. Since the budget workshops, staff reclassified various projects, including \$189,260 to the General Fund (\$145,800 in IT professional services, \$15,631 in PW duct cleaning and \$27,829 in EBP improvements). Staff also reclassified \$32,000 to the Permits and Inspections Fund for a hybrid vehicle. Several projects were eliminated as the

purchases were made during the current (FY 2024) fiscal year, totaling \$350,810. Lastly, Parks and Recreation changed their request for vehicle #19 replacement from a hybrid to a non-hybrid, resulting in a decrease of \$12,462. On the revenue side, Ad Valorem Taxes increased \$805 due to an increase in taxable value from pre-preliminary to preliminary. To offset all the changes, the transfers were decreased from the General Fund (-\$434,751), the Spring Hill CRA Fund (-\$4,205), the Water & Sewer Fund (-\$69,225), the Airport Fund (-\$4,433), the Stormwater Fund (-\$4,433) and the Permits & Inspections Fund (-\$71,042). The final tentative budget for the Capital Fund is now \$6,348,998.

Water & Sewer Fund

The original proposed budget for the Water& Sewer Fund was \$44,265,324. At the July budget workshops, the City Commission approved increasing the budget \$92,025 for additional salary increases. Since the budget workshops, staff identified a decrease in operating cost adjustments and corrections (\$11,900) mainly related to an decrease in operating capital. A standby generator for Lift Station #16 (\$70,000) has been added that will be paid for by a CDBG Grant. Contribution to the General Fund increased \$36,114, transfers to the Capital Fund decreased \$69,225 and transfers to the Water Trust Fund increased \$366,600 (due to reclassifying the 2024 Water Main Construction project). These are offset by an increase in use of reserves (103,691). The final tentative budget for the Water & Sewer Fund is now \$44,382,338.

Water Trust Fund

The original proposed budget for the Water Trust Fund was \$2,300,000. Staff identified a reclassification of the 2024 Water Main Improvement project from the Water & Sewer Fund to the Water Trust Fund in the amount of \$366,600. This is offset by an additional transfer from the Water & Sewer Fund for the same amount (\$366,600). The final tentative budget for the Water Trust Fund is now \$2,666,600.

Wastewater Trust Fund

The original proposed budget for the Wastewater Trust Fund was \$1,800,000. Staff identified no changes; therefore, the final tentative budget remains the same.

Airport Fund

The original proposed budget for the Airport Fund was \$5,871,581. At the July budget workshops, the City Commission approved increasing the budget by \$5,117 for additional salary increases. Since the budget workshops, staff eliminated the proposed new custodian position (-\$12,341) and increased janitorial services (\$5,760). Staff corrected grant revenue by increasing FAA grants by \$315,000 while decreasing FDOT grants by \$181,466. Contributions to the General Fund increased \$6,226 mainly due to allocations for increased salaries, while transfers were decreased to the general Fund by \$50,824 and to the Capital Fund by \$4,433. To offset these changes, a decrease in the use of reserves (-\$4,521) and an increase in reserve contingency (\$179,508) were made. The final tentative budget for the Airport Fund is now \$6,000,594.

Refuse Fund

The original proposed budget for the Refuse Fund was \$5,640,000. Staff identified no changes; therefore, the final tentative budget remains the same.

Stormwater Fund

The original proposed budget for the Stormwater Fund was \$3,396,160. At the July budget workshops, the City Commission approved increasing the budget by \$10,461 for additional salary increases. Since the budget workshops, contributions to the General Fund increased by \$6,349 mainly due to allocations for increased

salaries, while transfers to the Capital Fund decreased by \$4,433. To offset these changes, an increase in the use of reserves (\$12,377) was made. The final tentative budget for the Stormwater Fund is now \$3,408,537.

Permits & Inspections Fund

The original proposed budget for the Permits & Inspections Fund was \$4,308,753. At the July budget workshops, the City Commission approved increasing the budget by \$19,322 for additional salary increases. Since the budget workshops, staff reclassified the purchase of a hybrid vehicle from the Capital Fund to the Permits & Inspections Fund (\$32,000). Contributions to the General Fund increased by \$11,034 mainly due to allocations for increased salaries, while transfers to the Capital Fund decreased by \$71,042. To offset these changes, a decrease in the use of reserves (-\$8,686) was made. The final tentative budget for the Permits & Inspections Fund is now \$4,300,067.

Health Insurance Cost Containment (HICC) Fund

The original proposed budget for the HICC Fund was \$734,705. Staff has identified no changes; therefore, the final tentative budget remains the same.

Workers' Compensation Self Insurance Fund

The original proposed budget for the Workers' Compensation Self Insurance Fund was \$913,300. Staff has identified no changes; therefore, the final tentative budget remains the same.

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND,
FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE
FISCAL YEAR 2024-25 AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, is ready to adopt a tentative budget; and

WHEREAS, a public hearing to finalize the tentative budget was held on September 4, 2024; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2024-25; and

WHEREAS, the City Manager has recommended approval of the budget.

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

Section 1. The following budgets are hereby adopted: General Fund at \$48,231,641, Confiscated Trust Fund at \$3,000, Homelessness Fund at \$803,380, Governmental Impact Fees Trust Fund at \$1,381,813, Grants and Special Revenue Fund at \$502,499, Debt Service Fund at \$2,445,075, Capital Fund at \$6,348,998, Water and Sewer Revenue Fund at \$44,382,338, Water Trust Fund at \$2,666,600, Wastewater Trust Fund at \$1,800,000, Airport Fund at \$6,000,594, Refuse Collection Fund at \$5,640,000, Stormwater Fund at \$3,408,537, Permits and Inspections Fund at \$4,300,067, Health Insurance Cost Containment Fund at \$734,705, and Workers Compensation Self-Insurance Fund \$913,300 for fiscal year 2024-25 as detailed on Attachment 'A', in accordance with Section 166.241, Florida Statutes.

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

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

PASSED AND DULY ADOPTED this 4th day of September 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
311.000	Ad Valorem Taxes	18,888,671	-	-	1,282,005	-	-	20,170,676
312.410	First Local Option Gas Tax	514,710	-	-	-	-	-	514,710
312.430	Second Local Option Gas Tax	-	382,279	-	-	-	-	382,279
312.510	Fire Insurance Premium Tax (Firefighters' Pension)	246,777	-	-	-	-	-	246,777
312.520	Casualty Insurance Premium Tax (Police Officers' Retirement)	290,557	-	-	-	-	-	290,557
314.100	Utility Service Tax - Electricity	4,737,680	-	-	-	-	-	4,737,680
314.300	Utility Service Tax - Water	1,058,892	-	-	-	-	-	1,058,892
314.400	Utility Service Tax - Gas	255,420	-	-	-	-	-	255,420
314.800	Utility Service Tax - Propane	80,000	-	-	-	-	-	80,000
315.100	State Communications Service Tax (Chapter 202)	1,155,888	-	-	-	-	-	1,155,888
316.000	Local Business Tax (Chapter 205)	240,000	-	-	-	-	-	240,000
322.000	Building Permits	-	-	-	-	2,000,000	-	2,000,000
322.900	Permits - Other	-	-	-	-	-	-	-
323.100	Franchise Fee - Electricity	3,613,685	-	-	-	-	-	3,613,685
323.400	Franchise Fee - Gas	135,000	-	-	-	-	-	135,000
323.700	Franchise Fee - Solid Waste	547,700	-	-	-	-	-	547,700
324.110	Impact Fees - Residential - Public Safety	-	239,255	-	-	-	-	239,255
324.120	Impact Fees - Commercial - Public Safety	-	-	-	-	-	-	-
324.210	Impact Fees - Residential - Physical Environment	-	-	-	-	3,400,000	-	3,400,000
324.610	Impact Fees - Residential - Culture/Recreation	-	917,808	-	-	-	-	917,808
324.910	Impact Fees - Residential - Other	-	224,750	-	-	-	-	224,750
325.200	Special Assessments - Charges for Public Services	18,820	-	-	-	-	-	18,820
329.500	Other Permits, Fees & Special Assessments	31,600	-	-	-	5,000	-	36,600
331.200	Federal Grant - Public Safety	50,000	-	-	-	-	-	50,000
331.500	Federal Grant - Economic Environment	-	89,220	-	-	68,323	-	157,543
335.125	State Revenue Sharing - Proceeds	1,944,563	-	-	-	-	-	1,944,563
335.140	State Revenue Sharing - Mobile Home Licenses	22,500	-	-	-	-	-	22,500
335.150	State Revenue Sharing - Alcoholic Beverage Licenses	29,000	-	-	-	-	-	29,000
335.180	State Revenue Sharing - Local Government Half-Cent Sales Tax	2,766,119	-	-	-	-	-	2,766,119
335.210	State Revenue Sharing - Firefighter Supplemental Comp	14,040	-	-	-	-	-	14,040
335.230	State Revenue Sharing - Emergency Management Assistance	-	-	-	-	-	-	-
335.450	State Revenue Sharing - Fuel Tax Refunds and Credits	30,000	-	-	-	-	-	30,000
337.700	Local Government Unit Grant - Culture/Recreation	-	-	-	-	-	-	-
338.000	Shared Revenue From Other Local Units	36,000	-	-	-	-	-	36,000
339.000	Payments From Other Local Units In Lieu Of Taxes	84,325	-	-	-	-	-	84,325
341.200	Internal Service Fund Fees and Charges	-	-	-	-	-	1,648,005	1,648,005
341.300	Administrative Service Fees	10,500	-	-	-	280,000	-	290,500
342.100	Service Charge - Law Enforcement Services	111,113	-	-	-	-	-	111,113
342.200	Service Charge - Fire Protection	18,500	-	-	-	-	-	18,500
342.500	Service Charge - Protective Inspection Fees	25,000	-	-	-	50,000	-	75,000
342.900	Service Charge - Other Public Safety Charges and Fees	15,000	-	-	-	-	-	15,000

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
343.300	Service Charge - Water Utility	-	-	-	-	15,112,686	-	15,112,686
343.400	Service Charge - Garbage/Solid Waste	-	-	-	-	5,640,000	-	5,640,000
343.500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	13,987,888	-	13,987,888
343.600	Service Charge - Water/Sewer Combination Utility	-	-	-	-	36,641	-	36,641
343.700	Service Charge - Conservation and Resource Management	-	25,000	-	-	-	-	25,000
343.900	Service Charge - Other Physical Environment Charges	1,500	-	-	-	2,739,000	-	2,740,500
347.200	Service Charge - Parks and Recreation	121,500	-	-	-	-	-	121,500
347.400	Service Charge - Special Events	-	-	-	-	-	-	-
347.500	Service Charge - Special Recreation Facilities	326,900	-	-	-	-	-	326,900
349.000	Other Charges for Services	288,000	-	-	-	519,400	-	807,400
351.900	Judgment and Fines - Other	80,000	-	-	-	-	-	80,000
356.000	State Fines & Forfeits	-	3,000	-	-	-	-	3,000
359.000	Other Judgments, Fines and Forfeits	50,000	-	-	-	-	-	50,000
361.100	Interest	550,000	-	-	-	672,000	-	1,222,000
362.000	Rents and Royalties	250,000	-	-	-	2,050,594	-	2,300,594
364.000	Disposition of Fixed Assets	5,000	-	-	-	-	-	5,000
366.000	Contributions and donations from Private Sources	19,440	109,185	-	-	-	-	128,625
369.900	Other Miscellaneous Revenues	504,873	-	-	-	135,000	-	639,873
380.000	Other Sources	2,452,838	6,000	-	-	11,033,269	-	13,492,107
381.000	Inter-Fund Group Transfers In	3,649,876	694,195	2,445,075	1,877,993	366,600	-	9,033,739
382.000	Contributions from Enterprise Operations	2,959,654	-	-	-	165,735	-	3,125,389
384.000	Debt Proceeds	-	-	-	3,189,000	-	-	3,189,000
388.100	Sale of General Capital Assets	-	-	-	-	3,000	-	3,000
389.200	Proprietary - Federal Grants and Donations	-	-	-	-	3,465,000	-	3,465,000
389.300	Proprietary - State Grants and Donations	-	-	-	-	468,000	-	468,000
389.400	Other Grants	-	-	-	-	6,000,000	-	6,000,000
Total FY 2024-2025 Revenues		48,231,641	2,690,692	2,445,075	6,348,998	68,198,136	1,648,005	129,562,547

ATTACHMENT 'A'

Account Code	Expenditure Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	175,852	-	-	-	-	-	175,852
512	Executive	864,550	-	-	-	-	-	864,550
513	Financial and Administrative	4,653,159	-	-	296,300	-	1,551,800	6,501,259
514	Legal counsel	507,538	-	-	-	-	-	507,538
515	Comprehensive Planning	1,353,904	-	-	-	-	-	1,353,904
517	Debt Service Payments	-	-	2,445,075	-	-	-	2,445,075
519	Other General Governmental Services	3,591,434	13,750	-	108,679	-	-	3,713,863
521	Law Enforcement	13,396,628	16,750	-	736,783	-	-	14,150,161
522	Fire Control	10,019,868	13,750	-	370,000	-	-	10,403,618
524	Protective Inspections	96,734	-	-	127,806	3,214,237	-	3,438,777
533	Water Utility Services	-	-	-	-	23,441,957	-	23,441,957
534	Garbage/Solid Waste Control Services	-	-	-	-	5,490,265	-	5,490,265
535	Sewer/Wastewater Services	-	-	-	-	11,976,420	-	11,976,420
536	Water-Sewer Combination Services	-	-	-	-	5,926,953	-	5,926,953
538	Flood Control/Stormwater Management	-	-	-	-	2,943,017	-	2,943,017
539	Other Physical Environment	1,825,892	31,000	-	272,744	2,955,814	-	5,085,450
541	Road and Street Facilities	2,488,454	471,499	-	626,933	-	-	3,586,886
542	Airports	-	-	-	-	5,359,374	-	5,359,374
549	Other Transportation Systems/Services	16,698	-	-	-	-	-	16,698
552	Industry Development	469,833	-	-	-	-	-	469,833
569	Other Human Services	-	803,380	-	-	-	-	803,380
572	Parks and Recreation	4,754,513	13,750	-	3,809,753	-	-	8,578,016
573	Cultural Services	13,898	-	-	-	-	-	13,898
574	Special Events	52,000	-	-	-	-	-	52,000
575	Special Recreation Facilities	171,631	-	-	-	-	-	171,631
579	Other Culture/Recreation	43,942	-	-	-	-	-	43,942
581	Inter-Fund Group Transfers Out	3,735,113	1,326,813	-	-	6,890,099	96,205	12,048,230
Total FY 2024-2025 Expenditures		48,231,641	2,690,692	2,445,075	6,348,998	68,198,136	1,648,005	129,562,547

FY 24-25 Summary of Budget Adjustments

	General Fund	Spring Hill CRA	Downtown CRA	Grants & Special Revenue	Debt Service Fund	Capital Fund	Water & Sewer	Water Trust Fund	Airport Fund	Stormwater Fund	Permits & Inspections	Total
REVENUES												
As presented in the Proposed Budget	48,343,397	977,875	829,160	331,004	2,392,323	6,936,282	44,265,324	2,300,000	5,871,581	3,396,160	4,308,753	131,228,057
Increased (Decreased) Ad Valorem Taxes	(308,459)	(11,129)	(12,702)			805						(331,485)
Net Increased Other Taxes	215,316			82,275								297,591
Net Increased Intergovernmental Revenue	74,766	67,459	31,604	89,220			13,323		133,534			409,906
Increased Misc Revenue (Interest Earnings)	150,000											150,000
Increased (Decreased) Contributions from Other Funds	59,851											59,851
Increased (Decreased) Transfers from Other Funds	(50,824)				52,752	(588,089)		366,600				(219,561)
Increased (Decreased) Use of Reserves	(252,406)		(10,628)				103,691		(4,521)	12,377	(8,686)	(160,173)
Total Revenue	48,231,641	1,034,205	837,434	502,499	2,445,075	6,348,998	44,382,338	2,666,600	6,000,594	3,408,537	4,300,067	131,434,186
EXPENDITURES												
As presented in the Proposed Budget	48,343,397	977,875	829,160	331,004	2,392,323	6,936,282	44,265,324	2,300,000	5,871,581	3,396,160	4,308,753	131,228,057
Net Increased Personnel Adjustments / Corrections	154,193	1,519					92,025		(7,224)	10,461	19,322	270,296
Net Increased (Decreased) Operating Adjustments / Corrections	41,500			82,275			(11,900)		5,760			117,635
Reclass Capital Outlay to Operating	189,260					(189,260)						0
Reclass Capital Outlay to Debt Service					52,752	(52,752)						0
Net Increased (Decrease) Capital Outlay				89,220		(345,272)	(296,600)	366,600			32,000	(154,052)
Increased Contributions to Other Funds		64	64				36,114		6,226	6,349	11,034	59,851
Increased (Decreased) Transfers to Other Funds	(278,074)	(4,205)	(103,925)				297,375		(55,257)	(4,433)	(71,042)	(219,561)
Increased (Decreased) Reserve Contingency	(218,635)	58,952	112,135						179,508			131,960
Total Expenditures	48,231,641	1,034,205	837,434	502,499	2,445,075	6,348,998	44,382,338	2,666,600	6,000,594	3,408,537	4,300,067	131,434,186

FY 24-25 Summary of Budget Adjustments

	General Fund	Spring Hill CRA	Downtown CRA	Grants & Special Revenue	Debt Service Fund	Capital Fund	Water & Sewer	Water Trust Fund	Airport Fund	Stormwater Fund	Permits & Inspections	Total
REVENUES												
As presented in the Proposed Budget	48,343,397	977,875	829,160	331,004	2,392,323	6,936,282	44,265,324	2,300,000	5,871,581	3,396,160	4,308,753	131,228,057
<i>Commission Approved Adjustments from July Workshops</i>												
Increased (Decreased) Ad Valorem Taxes	12,042	(5,576)	(6,356)			805						915
<i>Adjustments after July Workshops</i>												
Increased (Decreased) Ad Valorem Taxes	(320,501)	(5,553)	(6,346)									(332,400)
Increased Other Taxes (Local Option Gas Tax)	80,560			82,275								162,835
Increased Other Taxes (Fire Insurance Premium Tax)	46,354											46,354
Increased Other Taxes (Communication Service Tax)	88,402											88,402
Decreased Intergovernmental Revenue (State Revenue Sharing)	(134,431)											(134,431)
Increased Intergovernmental Revenue (State Sales Tax)	209,197											209,197
Increased Intergovernmental Revenue (CDBG Grant Revenue)		3,092		89,220			13,323					105,635
Increased Intergovernmental Revenue (TID increases)		64,367	31,604									95,971
Increased Intergovernmental Revenue (FAA Grant Revenue)									315,000			315,000
Decreased Intergovernmental Revenue (FDOT Grant Revenue)									(181,466)			(181,466)
Increased Misc Revenue (Interest Earnings)	150,000											150,000
Increased (Decreased) Contributions from Other Funds	59,851											59,851
Increased (Decreased) Transfers from Other Funds	(50,824)				52,752	(588,089)		366,600				(219,561)
Increased (Decreased) Use of Reserves	(252,406)		(10,628)				103,691		(4,521)	12,377	(8,686)	(160,173)
Total Revenue	48,231,641	1,034,205	837,434	502,499	2,445,075	6,348,998	44,382,338	2,666,600	6,000,594	3,408,537	4,300,067	131,434,186
EXPENDITURES												
As presented in the Proposed Budget	48,343,397	977,875	829,160	331,004	2,392,323	6,936,282	44,265,324	2,300,000	5,871,581	3,396,160	4,308,753	131,228,057
<i>Commission Approved Adjustments from July Workshops</i>												
Net Personnel Adjustments / Corrections	191,249	1,519					92,025		5,117	10,461	19,322	319,693
Increased Operating - Commission Scholarship	3,000											3,000
Increased Operating - Bleachers at Earl Brown Park	2,500											2,500
Increased Operating - Playground Misters (5)	16,000											16,000
Increased Capital Outlay - Sidewalk on Arlington						50,000						50,000
Decreased Reserve Contingency	(157,193)											(157,193)
<i>Adjustments after July Workshops</i>												
Net Personnel Adjustments / Corrections	(37,056)								(12,341)			(49,397)
Increased Operating - City Clerk / Engineering Travel & Per Diem	800						1,500					2,300
Increased Operating - Public Works / Airport Janitorial Services	19,200								5,760			24,960
Increased Operating - Road Resurfacing				82,275								82,275
Decreased Operating - Facilities Maintenance Table Saw & Panel Saw							(13,400)					(13,400)
Reclass Capital Outlay to Operating - CJIS Compliant Disaster Recovery	37,500					(37,500)						0
Reclass Capital Outlay to Operating - JustFOIA Upgrade	17,300					(17,300)						0
Reclass Capital Outlay to Operating - Security Information and Event Management	55,000					(55,000)						0
Reclass Capital Outlay to Operating - Secure Password/Credential Manager	36,000					(36,000)						0
Reclass Capital Outlay to Operating - Duct Cleaning	15,631					(15,631)						0
Reclass Capital Outlay to Operating - Earl Brown Park Basketball Courts	27,829					(27,829)						0
Reclass Capital Outlay to Debt Service - Melching Field Mowing Equipment Lease					52,752	(52,752)						0
Increased Capital Outlay - ADA Improvements (funded by CDBG)				89,220								89,220
Increased Capital Outlay - Lift Station #16 Generator (funded by CDBG)							70,000					70,000
Decreased Capital Outlay - Rescue Replacement (Purchased in FY 24)						(300,000)						(300,000)
Decreased Capital Outlay - Sallyport Steel Door (Purchased in FY 24)						(39,837)						(39,837)
Decreased Capital Outlay - Spec Martin HVAC units (Purchased in FY 24)						(10,973)						(10,973)
Decreased Capital Outlay - Vehicle #19 for Parks & Rec						(12,462)						(12,462)
Increased (Decreased) Capital Outlay - Maverick Hybrid						(32,000)					32,000	0
Increased (Decreased) Capital Outlay - 2024 Water Main Construction							(366,600)	366,600				0
Increased (Decreased) Contributions to Other Funds		64	64				36,114		6,226	6,349	11,034	59,851
Increased (Decreased) Transfers to Other Funds	(278,074)	(4,205)	(103,925)				297,375		(55,257)	(4,433)	(71,042)	(219,561)
Increased (Decreased) Reserve Contingency	(61,442)	58,952	112,135						179,508			289,153
Total Expenditures	48,231,641	1,034,205	837,434	502,499	2,445,075	6,348,998	44,382,338	2,666,600	6,000,594	3,408,537	4,300,067	131,434,186



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2024-60

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO JOEY SANCHEZ UPON HIS RETIREMENT AFTER TWENTY-EIGHT YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Detective Joey Sanchez has dedicated his career to the safety and protection of our community and to the DeLand Police Department, and has been loyal to his fellow officers and the community throughout his career; and

WHEREAS, Detective Sanchez was hired as a Police Officer by the City of DeLand on June 19, 1996. He was transferred to the Criminal Investigative Unit as a Detective on December 16, 2000. He represented DeLand Police Department as a Detective in two Volusia County multi-agency combined drug task forces. Detective Joey Sanchez was assigned to the West Volusia Narcotics Task Force beginning June 23, 2007 and then he was assigned to the Volusia Bureau of Investigations Task Force February 8, 2008, where he worked for 15 years before transferring back to the Criminal Investigations Division on January 3, 2023. The Florida Narcotic Officers' Association presented the Volusia Bureau of Investigations Task Force with the Region IV Unit of the Year award in 2010. Detective Joey Sanchez also earned numerous letters of commendation from various DeLand Police Department command staff throughout his career. He received letters of appreciation and recognition from the Mayor, Volusia Sheriff's Office, City of Port Orange PD, City of Sanford PD, and Stetson University.; and

WHEREAS, Detective Joey Sanchez, will retire as a sworn Police Detective after twenty-eight years of service to this community; and

WHEREAS, Detective Sanchez's dedication and commitment to the City of DeLand and to the DeLand Police Department and has earned the respect, admiration, and high regard of his superiors and his fellow officers, as well as that of the citizens of this community; and

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

Section 1. That the City Commission of the City of DeLand does hereby honor Detective Joey Sanchez for his twenty-eight years of service to the City of DeLand and the DeLand Police Department for the duty, honor, courage, integrity, caring, respect, and loyalty he has devoted to the community.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Detective Joey Sanchez.

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

PASSED AND DULY ADOPTED this 4th day of September 2024.

Christopher M. Cloudman
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

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.

30 Years of Service

Tony Collier, Public Works Department

10 Years of Service

James Baker, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N//A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving Surplus of Glock Firearm for Detective Joey Sanchez Upon His Retirement.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Glock Resolution- Det. J. Sanchez

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The DeLand Police Department requests the following firearm be declared as surplus: One Glock Model 17, Gen 5, 9mm. This firearm will be presented to Detective Joey Sanchez upon his retirement as a token of appreciation in honor of his twenty-eight years of service to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government/Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The cost of this item at the time of purchase was \$500.50.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Detective Joey Sanchez for his years of service to the City of DeLand.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DECLARING ONE GLOCK FIREARM TO BE SURPLUS;
AUTHORIZING RETIREMENT OF THE FIREARM; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand owns a Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS773; and

WHEREAS, the City Commission of the City of DeLand wishes to retire this weapon; and

WHEREAS, the City Commission of the City of DeLand wishes to present this weapon as a token of appreciation to Detective Joey Sanchez for his years of service to the DeLand Police Department.

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

Section 1. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS773, is hereby declared surplus and retired.

Section 2. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS773, is hereby presented to Detective Joey Sanchez as a token of appreciation for his years of service to the DeLand Police Department.

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

PASSED AND DULY ADOPTED this 4th day of September 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
September 4, 2024

SUBJECT: Consideration re Business Associate Agreement with Medcom for Flex Spending Account (FSA).

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: City of DeLand BAA, FSA fees schedule August 2024

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

As the City continues to enhance its employee benefits, the City's Insights and Innovations (I & I) committee asked the City's insurance committee to explore the possibilities to begin a Flex Spending Account ("FSA") for employees. Over the past six months, the City's insurance committee with the City's Agent of Record (AOR) has reviewed candidates who provide this service. The City's current COBRA provider, MEDCOM provides this level of service in the administration of an FSA.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Value Government

FISCAL IMPACT:

Some or all of the cost for administration and processing is typically offset by the FICA tax savings, however, the City has included \$9,000 for administration and processing costs in the FY 2024-2025 budget. This does not include an amount for the "at risk" provision associated with the FSA. The "at risk" provision requires the City to reimburse an employee for incurred eligible medical expenses up to the full amount elected to set aside by the employee for the entire plan year - regardless of how much the employee has actually contributed to that point. Should employment terminate mid-year, the City may not charge an employee for the balance. Conversely, should employment terminate mid-year without having expended all of what has been contributed, the remaining funds are relinquished to the City. Employees also forfeit to the city any unspent amounts left in their accounts, above the \$600 rollover amount, at the end of the plan year under the "use it or lose it" rule.

RECOMMENDATION:

Staff recommends the City Commission approves this new agreement to the MEDCOM's contract for FSA administrative services and authorizes the City Manager to sign it.

BACKGROUND/DISCUSSION:

This new benefit will allow FTE employees who apply with MEDCOM to take pre-taxed savings up to \$3,200 a year for medical related costs and \$5,000 a year for dependent child day care expenses. It will allow a \$600

per year roll over for medical expenses only. The City gets the FICA tax break and employees enjoy these savings in their pre-taxed income. FSA is used via MEDCOM's enrollment portal and the City's payroll system from the employee's elected benefits. The medical portion can be used for pharmacies, doctors' offices, over-the-counter meds (on the list) and diagnostic copays through the use of an FSA debit card issued by MEDCOM. Daycare may be used for expenses incurred for dependent day care. Day care expenses will be invoiced to the employee and submitted to MEDCOM for reimbursement based on amounts in the FSA.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of OCTOBER 1, 2024, by and between CITY OF DELAND Health Plan (the "Plan" or "Covered Entity"); and Medical Cost Containment Services, Inc. DBA Medcom (the "Business Associate").

WITNESSETH:

WHEREAS, the Covered Entity previously has entered into an agreement (the "Agreement") with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Plan.

WHEREAS, to provide such services to the Plan, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), and the final regulations to such Acts promulgated in January 2013;

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Business Associate Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the Privacy Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Subcontractor, and Use. If other terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

- (a) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- (b) **Covered Electronic Transactions**. "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.
- (c) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- (d) **Electronic Protected Health Information**. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

- (e) **Genetic Information.** “Genetic Information” shall have the same meaning as the term “genetic information” in 45 CFR §160.103.
- (f) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (g) **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (h) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- (i) **Protected Health Information (PHI).** “Protected Health Information (PHI)” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity pursuant to this Agreement.
- (j) **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- (k) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (l) **Standards for Electronic Transactions Rule.** “Standards for Electronic Transactions Rule” means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- (m) **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- (n) **Security Rule.** “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subpart C.
- (o) **Subcontractor.** “Subcontractor” shall have the same meaning as the term subcontractor in 45 CFR §160.103.
- (p) **Transaction.** “Transaction” shall have the meaning given the term “transaction” in 45 CFR §160.103
- (q) **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

- (a) **Permitted Uses and Disclosures.** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity’s behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity’s behalf (collectively, “Covered Entity’s Protected Health Information”) only:

(i) Functions and Activities on the Covered Entity's Behalf. To perform those services referred in the attached services agreement.

(ii) Business Associate's Operations. For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) The Business Associate obtains reasonable assurance from any person or entity to which the Business Associate will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

(C) To de-identify the information in accordance with 45 CFR 164.514(a) – (c) as necessary to perform those services required under the Agreement.

(iii) Minimum Necessary. The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) Prohibition on Unauthorized Use or Disclosure. The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.

(c) Information Safeguards.

(i) Privacy of the Covered Entity's Protected Health Information. The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit

incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) Security of the Covered Entity's Electronic Protected Health Information. The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf as required by the Security Rule. The Business Associate will comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

(iii) Policies and Procedures. The Business Associate shall maintain written policies and procedures, conduct a risk analysis, and train and discipline of its workforce.

(d) Subcontractors and Agents. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, the Business Associate will ensure that any of its Subcontractors and agents that create, receive, maintain, or transmit Protected Health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(e) Prohibition on Sale of Records. As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(g) Penalties For Noncompliance. The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule under the HIPAA Rules, as amended by the HITECH Act.

III. Compliance with Electronic Transactions Rule

If the Business Associate conducts in whole or part Electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any Subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. The Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

(a) Access. The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held electronically in a designated record Set in the Business Associate's custody or control. Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such form. The Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it not readily producible in such format, the Business Associate will work with the Covered Entity to determine an alternative form and format as specified by the Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

(b) Amendment. The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) Disclosure Accounting. The Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528.

(i) Disclosures Subject to Accounting. The Business Associate will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the Covered Entity or to a third party.

(ii) Disclosures Not Subject to Accounting. The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) Disclosure Information. With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure accounting

under the HIPAA Rules, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity's Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last of the repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within fifty (50) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(d) Restriction Agreements and Confidential Communications. The Covered Entity shall notify the Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information. The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), the Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health

Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

VII. Breaches and Security Incidents

(a) Reporting

(i) **Impermissible Use or Disclosure.** The Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than thirty (30) calendar days after Business Associate becomes aware of such non-permitted use or disclosure.

(ii) **Privacy or Security Breach.** The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.40, and any Security Incident of which it becomes aware. The Business Associate will make the report to the Covered Entity's Privacy Official not more than thirty (30) calendar days after the Business Associate becomes aware of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach.

(B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis.

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure.

(D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches.

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as the Covered Entity may reasonably request.

(iii) **Security Incidents.** The Business Associate will report to The Covered Entity any Security Incident of which the Business Associate becomes aware. The Business Associate will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

(b) Mitigation. The Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

VIII. Term and Termination

(a) **Term.** The term of this Agreement shall be effective as of the date specified above, and shall terminate when all Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) **Right to Terminate for Cause.** The Covered Entity may terminate this Agreement if it determines, in its sole discretion that the Business Associate has breached a material term of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(c) **Treatment of Protected Health Information on Termination.**

(i) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.**

Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the Covered Entity or destroy all the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such Subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to Subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) **Continuing Privacy and Security Obligation.** The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

(a) Definitions. All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

(b) Inspection of Internal Practices, Books, and Records. The Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS to determine compliance with the HIPAA Rules.

(c) Amendment to Agreement. This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

(d) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(e) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(f) Survival. The respective rights and obligations of the Business Associate under Section IX(f) of this Agreement shall survive the termination of this Agreement.

(g) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.

(h) Notices. All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this Business Associate Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

(i) Entire Agreement; Modification. This Business Associate Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Business Associate Agreement may be modified, except in writing, signed by the parties.

(j) Indemnification. Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party to the Agreement and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of any way connected with the Party's performance.

(k) Assistance in Litigation or Administrative Proceedings. The Business Associate shall make itself, and any Subcontractors, employees or agents assisting the Business Associate in the performance of its obligations under this Agreement, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or

administrative proceedings being commenced against the Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where the Business Associate or its subcontractors, employees, or agents are named as an adverse party.

(l) Binding Effect. This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

(m) Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the law of Florida, except to the extent preempted by federal law.

(n) Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(o) Construction and Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first above written.

BUSINESS ASSOCIATE:

COVERED ENTITY:

Medical Cost Containment Services, Inc.

CITY OF DELAND

By: Michael Bracken

By: _____

Title: President

Title: _____

Date: 08 / 12 / 2024

Date: _____

Signature Certificate

Reference number: VCSJN-VRIT2-ZSSGY-MYBFR

Signer	Timestamp	Signature
Michael Bracken Email: mbracken@medcombenefits.com Sent: 12 Aug 2024 17:42:34 UTC Viewed: 12 Aug 2024 17:46:00 UTC Signed: 12 Aug 2024 17:46:23 UTC		
Recipient Verification: ✓ Email verified	12 Aug 2024 17:46:00 UTC	IP address: 75.144.118.53 Location: Jacksonville, United States

Document completed by all parties on:
12 Aug 2024 17:46:23 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



CITY OF DELAND
Fee Schedule – Flex Plan Administration

1. Flex Plan Service Package

A. Initial Administration Set-Up Fee

Waived

Includes:

1. Completion of First Year Flex Plan Discrimination Testing
2. Plan Design and System Programming
3. Issuing of One Debit Card per Participant
4. Standard Communication Package Electronic Templates that include:
Flexible Spending Account Presentation; Enrollment Form; FSA/DCA Claim Form;
Employee Flexible Spending Account Flyer (printing & reproduction of these
items is permitted)
5. Preparation of Plan Document and Summary Plan Description

B. Monthly Administration Fees* (with Debit Card and Smartphone App Technologies)

- | | |
|--|----------------|
| 1. FSA and/or DCA
(Per Participant Per Month) | \$ 3.75 |
| 2. Minimum Monthly Administration Fee
(If participation falls below 13) | \$50.00 |

C. Dependent, Second or Replacement Cards (Per Card)

Waived

Fee is deducted from Participant's FSA/DCA Account

2. Renewal Administration Set Up Fee

Waived

FEE SCHEDULE

PLAN ADMINISTRATION continues ...

A) Administrative Service	
1) Returned ACH Fees.....	\$25
2) Wire Transfer Fee (Not applicable to ACH Transactions).....	\$15
	\$50 setup /
3) Setup of more than one (1) bank account.....	\$25/month/acct
4) Change in Bank Account during Plan Year (off renewal).....	\$75
B) Mobile Technology	
Gives your participants the ability to check their balance via their cell phone!	Included
C) Printing Costs (When Requested)	
1) Color Copies (Per Page).....	\$.25
2) Black & White Copies (Per Page).....	\$.15
3) Shipping Charges.....	Actual Cost
D) Addition of New Tax Advantaged Plan	
(HRA, Commuter Program, Adoption Assistance, Educational Assistance).....	Please contact Medcom Benefit Solutions for pricing.
E) On Site Professional Training	\$500/Day

CITY OF DELAND
Request for Commission Action
September 4, 2024

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

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Easement, Exhibit A - Duke Permanent Easement for UAB

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The City executed a blanket easement over the entire property with the condition that once the electric facilities were installed, the City would obtain a survey of the location and a new easement would be executed to show the exact location of the electric easement. The attached easement is the new, precisely surveyed 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 has incurred cost for payment to Duke Energy for contributions in aid of construction.

RECOMMENDATION:

It is recommended that the City Commission approve the grant of the permanent Utility Easement to Duke Energy Florida, LLC.

BACKGROUND/DISCUSSION:

Duke Energy will not install power to construction sites without an easement. However, until the lines are installed, it is difficult to define precisely where the power easement will need to be. The City granted Duke a "blanket easement" over the entirety of the site in order to obtain power to the site. After the power line was installed, the City obtained a survey of the exact location of the service line and prepared a legal description for an easement that was five feet on either side of the underground power lines. The easement is 10 feet in width.

Volusia County, FL
Work Request #: 51917648-20

EASEMENT

THIS EASEMENT (“**Easement**”) from the **CITY OF DELAND, a Florida municipal corporation**, 120 South Florida Avenue, 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 perpetual 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 (hereinafter the “**Facilities**”) over, under, upon, across, through and within, the following described lands in Volusia County, Florida, (hereinafter the “**Easement Area**”), to wit:

SEE ATTACHED EXHIBIT “A”

**SKETCH AND DESCRIPTION PREPARED BY
BLACKWELL & ASSOCIATES LAND SURVEYORS, INC.**

DATED 07/26/2024

The Easement Area is located on Tax Parcel # 7021-02-00-0092

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 Area** 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**, which consent shall not be unreasonably withheld, **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. 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 at **GRANTOR'S** expense. 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.

*** Signatures on following page ***

*** Remainder of page intentionally left blank ***

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ____ day
of _____, 2024.

GRANTOR:

**CITY OF DELAND,
a Florida municipal corporation**

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

Christopher M. Cloudman
Mayor-Commissioner

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature

120 South Florida Avenue
DeLand, Florida 32720

Print or Type Name of Witness

Signature

Print or Type Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Easement was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2024, Christopher M. Cloudman and Julie A. Hennessy, its Mayor and City Clerk, respectively of **CITY OF DELAND, a Florida municipal corporation**, who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

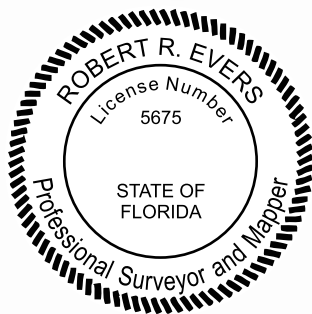
Name:
Notary Public
Serial Number:
My Commission Expires:

Parcel #7021-02-00-0092

LEGAL DESCRIPTION: (WRITTEN)

A PROPOSED 10.00 FOOT DUKE ENERGY EASEMENT LYING IN LOT 7, HIRAM WATERS GROVE, A SUBDIVISION OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO A MAP IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, THENCE N 00°04'41" E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1371.86 FEET, TO THE SOUTH LINE OF SAID LOT 7; THENCE S 89°01'54" E, ALONG SAID SOUTH LINE, A DISTANCE OF 371.97 FEET TO THE POINT OF BEGINNING AND CENTERLINE OF SAID EASEMENT, EXTENDING 5.0 FEET ON EITHER SIDE OF SAID CENTERLINE; THENCE N 24°16'20" E, A DISTANCE OF 55.29 FEET; THENCE N 34°34'47" E, A DISTANCE OF 153.14 FEET TO THE POINT OF TERMINATION. CONTAINING 0.05 ACRES (2,084 SQUARE FEET)

1. North and the bearings shown hereon are referenced to the West line of the Northeast 1/4 of Section 21, Township 17 South, Range 30 East as being a bearing of North 00°04'41" East (Assumed).
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by BLACKWELL & ASSOCIATES LAND SURVEYORS, INC. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.



07/26/2024

ROBERT R. EVERS, P.S.M.
BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.

FLORIDA REGISTRATION No. 5675
FLORIDA REGISTRATION No. LB 2791

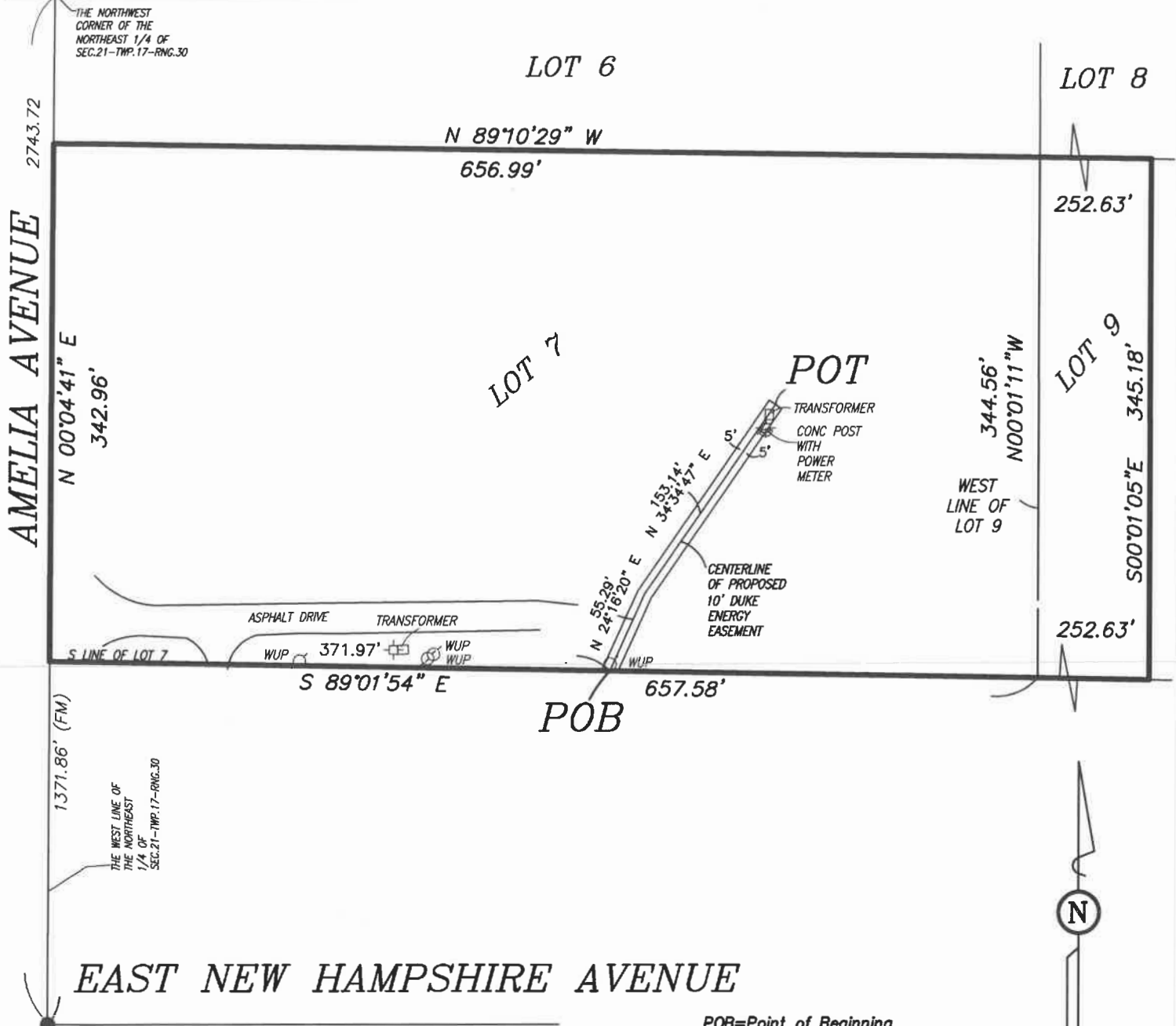
DATE

08-204-14 SKETCH FOR EASEMENT.DWG

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC WWW.BLACKWELLSURVEYING.COM 995 W. VOLUSIA AVE. • DELAND, FL • PH: (386)-734-8050				CERTIFIED TO: DUKE ENERGY FLORIDA, LLC. DESCRIPTION SKETCH FOR: THE CITY OF DELAND				 DUKE ENERGY® 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)-382-2361			
PROJECT No. 08-204-14				DRAWING No.							
REVISIONS		1	XX/XX/XX	BY	LD XXXX		PROJECT				
		2	XX/XX/XX	BY							
VENDOR PROJECT No.		08-204-14		DRAWN		CHECK		SCALE: 1 INCH=100'		WO: 50128361	
VENDOR DRAWING No.		08-204-14		KCB		XXX		DATE: 07/26/2024		SHEET 1 OF 2	
								SITE: 000000		LU: 0000000	

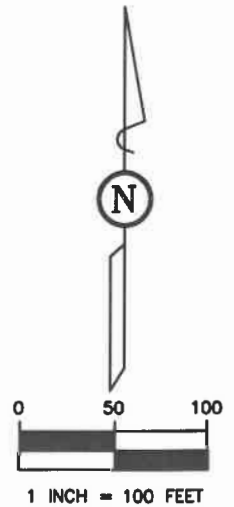
EAST BERESFORD AVENUE

THIS IS NOT A SURVEY



POC
@SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST.

POB=Point of Beginning
POC=Point of Commencement
POT=Point of Terminus
LB=Licensed Business
RNG=Range
SEC=Section
TWP=Township
WUP= Wood Utility Pole



08-204-14 SKETCH FOR EASEMENT.DWG

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC WWW.BLACKWELLSURVEYING.COM 995 W. VOLUSIA AVE. • DELAND, FL. • PH: (386)–734–8050 PROJECT No. 08–204–14 REVISIONS 1 XX/XX/XX BY 2 XX/XX/XX BY				CERTIFIED TO: DUKE ENERGY FLORIDA, LLC.				DUKE ENERGY® 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)–382–2361			
				DESCRIPTION SKETCH FOR:							
				THE CITY OF DELAND							
				PROJECT							
VENDOR PROJECT No.		08–204–14		DRAWN	CHECK	SCALE: 1"=100'		WO: 50128361		SHEET 2 OF 2	
VENDOR DRAWING No.		08–204–14		KCB	XXX	DATE: 07/26/2024		SITE: 000000 LU: 0000000			

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Consideration re State Revolving Fund Loan Program for Lead Service Line Loan Agreement.

DEPARTMENT: Utilities

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

ATTACHMENTS: Lead Service Line Loan Agreement

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

It should be noted that previously the City Commission did approve a Lead Service Line Inventory Resolution for a Drinking Water State Revolving Fund Loan. City staff has been working the last several months to submit financial and legal forms to complete the Loan Agreement for the lead service line project. The application was submitted by McKim & Creed, on behalf of the city for the inventory, design, and planning cost of \$1,380,000, which is the proposed loan amount. The attached document is the final loan agreement that needs approval and signature.

The City was advised that the EPA currently has funded a five-year program with the state to assist with the inventory, design, planning, and construction costs for replacement. An estimated future construction cost of \$8,500,000 was placed in the application to put them on notice that the city would possibly ask for additional money. The City is guaranteed that a minimum of 49% of the loan will be forgiven but could be as much as 100%.

City staff and McKim & Creed have been working on the inventory that is required by Environmental Protection Agency's (EPA) Lead Service Line Inventory rule by October 2024 to be posted on the city web page. A public presentation will be done by McKim & Creed to discuss the progress of the study, web page function, and public survey in the coming weeks. The city will have unknown service line piping confirmation that will need to be field verified after the October posting. Once the design and service line confirmation has been completed, the City will then be eligible to be considered for the construction cost mention above.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

Currently, the loan amount is \$1,380,000 and 49% is being forgiven. Leaving a balance of \$703,800 that would need to be covered by the Utilities Enterprise Account.

RECOMMENDATION:

It is recommended that the City Commission approve the attached State Revolving Fund Program Loan agreement for Lead Service Line for inventory, design, and planning document.

BACKGROUND/DISCUSSION:

It should be noted, that most of the older areas of DeLand have the potential of a lead service on the city side or homeowners' side. However, no confirmation of a lead service line has been discovered as of yet.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF DELAND, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
LS641130**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
LS641130**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF DELAND, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design, and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, and the visual observation of service lines (if not included under the planning activities), for an eligible construction project.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(9) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance from the Department.

(12) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(14) “Local Governmental Entity” means a county, municipality, or special district.

(15) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(16) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(17) “Planning Activities” shall mean the administrative work (including but not limited to: record research, easement agreements, private property access agreements, service line inventory tabulation, etc.), visual inspection (if part of the technical services agreement) of service lines, and submittal to the appropriate regulatory office and Drinking Water State Revolving Fund for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities. Regulatory approval of the inventory submittal is required.

(18) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(20) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct lead service line replacements. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(21) “Semiannual Loan Payment” shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(22) “Sewer System” shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(23) “Utility System” shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

(24) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided

herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason planning, design, and construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4L-02D68123-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$1,380,000	140129

(1) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(2) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(3) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(4) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee planning, design and construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning, design, and construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational

integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any

unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional

proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A

Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage requirements of the Infrastructure Investment and Jobs Act (IIJA) in order to enhance public awareness of EPA assistance agreements nationwide. A copy of signage requirements as well as EPA logo requirements can be found at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "IIJA/BIL Projects Only - A copy of signage requirements as well as EPA logo requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use

Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.

The Project Sponsor's subcontracts must contain the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements").

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor 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. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are

intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (8) Certification that all procurement is in compliance with Sections 8.10 and 8.11 which state that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$1,380,000. Of that, the estimated amount of Principal Forgiveness is \$676,200. The estimated principal amount of the Loan to be repaid is \$703,800, which consists of \$703,800 to be disbursed to the Project Sponsor and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$27,600 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Principal Forgiveness and Capitalized Interest; that is, two percent of \$1,380,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment.

The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

10.04. LOAN TERM.

The Loan term shall be 10 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$36,570 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on April 15, 2028 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$731,400, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The

Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	1,254,545
Construction	125,455
SUBTOTAL (Disbursable Amount)	1,380,000
Less Principal Forgiveness	(676,200)
SUBTOTAL (Loan Amount)	703,800
Capitalized Interest	0
TOTAL (Loan Principal Amount)	703,800

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on August 9, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning and Design Activities is scheduled for October 16, 2024.

(3) A clear site title certification and/or access agreement shall be submitted no later than October 15, 2027.

(4) Completion of Planning, Design and Construction is scheduled for October 15, 2027.

(5) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than October 15, 2027.

(6) The first Semiannual Loan Payment in the amount of \$36,570 shall be due April 15, 2028.

10.08. SPECIAL CONDITIONS.

1. Prior to execution of this Agreement, a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the planning and design work to be completed must be submitted.

2. The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law and will ensure contracts whether directly entered into contract with the Project Sponsor or through the technical services team, incorporate the required provisions of the law into the Project.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW641130 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF DELAND

Mayor

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JULY 1, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Professor Angelo Parra, Central Florida Freethought Community, gave the Invocation.

PLEDGE OF ALLEGIANCE: Boy Scout Troop 550 members led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Grebosz, Assistant City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Adam Kisthardt, Deputy Police Chief; Michael Vazquez, Division Chief; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Alberto Cirelli, Interim Information Technology Director; Chris Graham, Community Information Manager; members of the public and the press.

PRESENTATIONS

1. Certificate of Recognition Presented to the Rotary Club of Downtown DeLand

Commissioner Kevin Reid read the Certificate of Recognition, and Mayor Cloudman presented it to the members of the Rotary Club of Downtown DeLand.

2. Resolution No. 2024-53, Honoring the Retirement of Gregory D. Whidden

Commissioner Davis read the Proclamation, and Vice Mayor Paiva presented the Resolution to Gregory D. Whidden.

RESOLUTION NO. 2024-53

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO INFORMATION TECHNOLOGY DIRECTOR GREGORY D. WHIDDEN UPON HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, upon the occasion of Gregory D. Whidden's retirement from the City of DeLand effective July 1, 2024, this Resolution is awarded as a testimonial of his loyal and dedicated service to the City of DeLand for the past twenty-five years; and

WHEREAS, Greg began working for the City of DeLand as a Program Analyst on March 29, 1999; was promoted to Assistant IT Director, on April 1, 2000; was named Information Technology Manager, on March 31, 2008; and was named IT Director on October 1, 2009, where he has continually served well and faithfully in that position ever since; and

WHEREAS, Greg's performance of his responsibilities and his work accomplishments have always been characterized by a dedication to performing at an exemplary level, and he has the unique ability to craft solution to a wide range of difficult issues; and

WHEREAS, during his career Greg completed various courses to enhance his skills, worked diligently for network cyber security safety, maintained credentialing with Criminal Justice Information Services (CJIS) compliance, and additionally was involved with the Florida Local Government Information Systems Association (FLGISA); and

WHEREAS, Greg's efforts have resulted in modernizing computer software and hardware, to include implementing two enterprise resource planning (ERP) systems, two major website redesigns, work order software, electronic time keeping system, agenda management software, and electronic permitting software, creating redundancy in the city network and the implantation of many cybersecurity enhancements; and

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

Section 1. That the City Commission of the City of DeLand does hereby honor Gregory D. Whidden for his 25 years of service to the City and for the faithful, diligent, and responsible manner in which he performed his duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Gregory D. Whidden for a job well done.

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

PASSED AND DULY ADOPTED this 1st day of July, 2024.

/s/ Christopher Cloudman
Mayor - Commissioner

Attest:

/s/ Julie A. Hennessy
City Clerk - Auditor

3. Employees Years of Service Award

Mayor Cloudman thanked Kim Lendemer, Finance Department, for her 15 years of service to the City of DeLand. He said Kim was unable to attend this evening and her plaque will be presented at a later date.

CONSENT AGENDA

1. Resolution Approving FY 2023-2024 Budget Amendment.
2. Consideration re Award of Bid to Guthman Signs for the Marquee Project at the Chisholm Center.
3. Consideration re Purchase of a 2007 Pierce Enforcer, heavy Rescue Vehicle for Technical Rescue Deployments and Calls.
4. Consideration re Renewal of Contract for City Paid Life Insurance with National Insurance Services (NIS).

Vice Mayor Paiva made a motion to approve consent agenda items 1, 3 and 4. Commissioner Dan Reed seconded the motion, which carried unanimously, 5-0.

Commissioner Davis pulled item number 2 because it was referencing the Chisolm Community Center, and Director, Dr. Monet Bradley was present.

Chad Rhodes, Deputy Parks and Recreation Director, provided an update on the project.

Vice Mayor Paiva made a motion to approve consent agenda item 2. Commissioner Davis seconded the motion, which carried by a unanimous vote of 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one indicated a desire to speak.

NEW BUSINESS

1. First Reading of Ordinance Amending the Comprehensive Plan

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY REVISING THE FOLLOWING ELEMENTS: FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC SERVICES, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENT, AND PUBLIC SCHOOL FACILITIES; AND BY ADDING TWO ADDITIONAL ELEMENTS: ECONOMIC DEVELOPMENT AND PLACEMAKING; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented the ordinance. She spoke about the process leading up to drafting the subject ordinance. She explained the proposed updates to each element by chapter. She said that following City Commission approval, staff will add the population information in the Introduction. Chapter headings will be added, and a hyperlinked table of contents will be added prior to sending to VGMC and the Florida Department of Economic Opportunity.

Commissioner Davis commented on the organization of the comprehensive plan. She appreciated the effort staff had put into the proposed updates.

Commissioner Kevin Reid asked if there was any mechanism to address the transition of unincorporated lands into the City. Ms. Kuhn responded that the total service area was included in the population projections.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, carried by a unanimous vote of 5-0.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

2. Resolution Approving the DeLand 2050 Vision Plan Update.

Carol Kuhn, Planning Director, presented the resolution. She reviewed the process and stated that on June 12, 2024, the Planning Board recommended approval of the DeLand 2050 Vision Plan Update.

Commissioner Kevin Reid asked what the areas of environmental resources included. Ms. Kuhn said the areas included wetlands and habitat areas and were basically updated to be consistent with county maps. Commissioner Reid noted that some of the areas had been developed, and he wondered if those areas were still accurately depicted on the map. Ms. Kuhn responded that not much had changed in comparison to the older map.

Vice Mayor Paiva expressed excitement about the Lake Moore Property and hoped the City would leverage some of the Volusia Forever funding in private/public partnerships for green space. He would like to see the area maintained as a conservation area.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

CITY MANAGER REPORT

Mr. Grebosz spoke about the following topics:

- Upcoming Budget Workshop meetings
- Firecracker Festival

CITY ATTORNEY REPORT

Mr. Elkind spoke about the homeless/camping ordinances that were recently adopted by the City. The Supreme Court ruled on Friday, with regard to homelessness, and nothing in the case would invalidate or otherwise contradict the action taken by the DeLand City Commission.

CITY CLERK REPORT

Ms. Hennessy the Commission that Financial Disclosure Forms (Form 1) need to be completed. The Florida Commission on Ethics has extended the final deadline to July 15, 2024.

CITY COMMISSION

Commissioner Kevin Reid wished everyone an enjoyable 4th of July.

Vice Mayor Paiva also wished everyone an enjoyable 4th of July.

Commissioner Davis commented on those who stayed for the entire meeting.

Commissioner Dan Reed had nothing additional to report.

Mayor Cloudman made some comments and announced upcoming events. He spoke about Red Flowers and the Great Loop Challenge. A welcome back celebration will be held at the Yacht Club upon his return.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 8:10 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JULY 15, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Mose Hawkins, No Limit Praise Tabernacle, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Jason Umberger, Police Chief; Michael Grebosz, Assistant City Manager; Dan Stauffer, Finance Director; Rick Hall, Parks and Recreation Director; Jim Ailes, Utilities Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Kendall Story, Senior Planner; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

Mayor Cloudman introduced special guests: Silas Bennett Wright III and Silas Bennett Wright IV, whose Great-Great Grandfather served as the very first Mayor of the City of DeLand, Cyrenius Henry Wright, in 1882, who was elected upon incorporation of the Town of DeLand. The brothers brought some historical documents to donate to the City. Mayor Cloudman read the speech made by Mayor Cyrenius Henry Wright in 1882.

Mayor Ametrias Apgar was asked to participate the presentation of keys to the City of DeLand to Silas Bennett Wright III and Silas Bennett Wright IV, descendants of some of the City of DeLand's original founders.

1. Proclamation, Parks and Recreation Month.

Commissioner Dan Reed read the Proclamation. Commissioner Kevin Reid presented the Proclamation.

2. Certificate of Recognition Presented to Erica Rose Carnegie.

Vice Mayor Paiva read the Certificate of Recognition. Commissioner Davis presented it to Ms. Erica Rose Carnegie.

3. Presentation, Florida Municipal Achievement Award.

Chris Graham, Community Information Manager, gave a brief overview of why the City of DeLand was being awarded the Florida Municipal Achievement Award. He spoke about the digital tour of more than 20 historic sites throughout the City that led to the City being recognized for this prestigious award.

Chris Holly, Director of Member Services and Training for the Florida League of Cities, thanked the City of DeLand for being an active and dedicated league member. He reviewed the four categories on which the Florida Municipal Achievement Award focuses. He stated the City of DeLand was being presented the award for public engagement efforts.

Mr. Holly presented the award to Chris Graham, Community Information Manager, and his staff members. He said the City would be featured as a winner on the Florida League of Cities' website, social media, statewide webinar series, and statewide publication, Quality Cities Magazine.

4. Introduction of three new officers: Isaiah Hansen, Ethan Saylor, Melody Wolff.

Police Chief Umberger read a short biography on each of the three newly hired police officers.

Chief Umberger spoke about the officers and stated that they were part of a Police Academy class that had achieved the highest academic average in the history of that academy. He said that Isaiah Hansen won the highest academic award for the Police Academy, and he also won the physical fitness award. Ethan Saylor had the third-highest academic score in the academy.

Chief Umberger introduced Officer Melody Wolff, who was joined by her parents. Her parents pinned her badge.

Chief Umberger introduced Isaiah Hansen, who was joined by his family. His wife pinned on his badge.

Chief Umberger introduced Ethan Saylor, who was joined by his wife. His wife pinned on his badge.

5. Presentation re Growth and Development Projections Report.

Tyler Figenschers, Planning Intern, presented the 2024 Growth and Development Projections Report.

There was a brief discussion about the data. Commissioner Kevin Reid would like to see a breakdown of the properties in the unincorporated DeLand area, but within the City's utility service. Mr. Figenschers said that information could be provided. He also noted that this report would become the base for an annual report.

CONSENT AGENDA

1. Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates.
2. Consideration re 5-Year Contract for School Resource Officers with Volusia County School Board.
3. Consideration re Provider Change for the Fire Department Critical Care Cancer Insurance Policy with United Badge.
4. Consideration re Renewal of Travelers Wrap Plus Policy for Fiduciary Liability Coverage for the City's Retirement Plans.
5. Consideration re Utility Service Agreement for Stor-All Volusia, Located at 2995 South Woodland Boulevard.
6. Consideration re Award of Bid for East Regional Force Main A-1 & A-2 Construction.

Vice Mayor Paiva made a motion to approve items 1-6 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, 5-0.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one indicated a desire to speak.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-32, Annexing 5.15 Acres of Property located at 1605 North Kepler Road and the Adjacent Right of Way (1st Reading 05-20-24).

Mr. Elkind read Ordinance No. 2024-32 by title only.

ORDINANCE NO. 2024-32

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 5.15 ACRES OF PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, presented the ordinance. She reviewed the process and stated that the City Commission approved the ordinance at first reading on May 20, 2024. No changes had been made to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-32 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

2. Second Reading of Ordinance No. 2024-33, Changing the Land Use for Approximately 4.56 Acres of Property, located at 1605 North Kepler Road (1st Reading 05-20-24).

Mr. Elkind read Ordinance No. 2024-33 by title only.

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION AND VOLUSIA COUNTY'S INDUSTRIAL LAND USE DESIGNATION TO CITY OF DELAND'S INDUSTRIAL/WAREHOUSE FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, presented the ordinance. She reviewed the process and stated that the City Commission approved the ordinance at first reading on May 20, 2024. No changes had been made to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-33 on second reading. Commissioner Davis seconded the motion, which carried by a unanimous vote of 5-0.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

3. Second Reading of Ordinance No. 2024-34, Changing the Zoning for 4.56 Acres of Property, located at 1605 North Kepler Road from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial) (1st Reading 05-20-24).

Mr. Elkind read Ordinance No. 2024-34 by title only.

ORDINANCE NO. 2024-34

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S I-1, LIGHT INDUSTRIAL AND VOLUSIA COUNTY'S R-4, URBAN SINGLE FAMILY TO CITY OF DELAND'S M-1, INDUSTRIAL ON PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, presented the ordinance. She reviewed the process and stated that the City Commission approved the ordinance at first reading on May 20, 2024. No changes had been made to the ordinance since the first reading.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-34 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

NEW BUSINESS

1. Consideration re Discussion on Tiny Home Regulations.

Carol Kuhn, Planning Director, introduced the discussion of tiny homes. She stated that in order to provide additional affordable housing options and opportunities for infill development within the City's Core Gateway Overlay, staff created a set of draft tiny home regulations to discuss with both the Planning Board and the City Commission. She stated that staff had been approached by several groups and developers inquiring about how to build a tiny home community in the City of DeLand. She stated that many questions had never been contemplated in the City of DeLand Codes. Staff has researched several iterations of draft regulations, trying to determine a good place to start in the development of standards. She noted that, during the research process, staff members found that, in many cases, tiny home communities were developed through Planned Unit Development. She noted that this process is costly and would likely be cost prohibitive for this type of development.

Ms. Kuhn provided definitions for Tiny Home and Tiny Home Community. She shared some examples of tiny home communities, with various design details that demonstrated the variation of tiny homes and tiny home communities. Staff has been doing research in an effort to begin writing zoning standards for consideration by the City Commission. It is thought that zoning standards that would allow tiny homes but would create a sense of community would be desirable. She said the structures usually have a small square footprint, but design details create varied styles.

Ms. Kuhn discussed several elements for consideration when creating standards. She shared some thoughts from staff about what zoning districts would be most appropriate for this type of development, how large the development would be, minimum and maximum lot requirements, height limitations, and other important elements that must be considered. She stated that the goal of this presentation was to generate discussion. Some zoning districts were proposed where standards would be written to make tiny home developments an allowed use.

The Commission discussed the notion of allowing tiny homes. Several points that were brought up by the Commission were as follows:

- Would tiny home properties be rental units; or would they be parceled out and sold
- Are tiny homes a realistic living option in DeLand
- Would tiny home developments share communal restrooms and kitchen facilities

- What would a tiny home development look like and would it fit in with the standards established in the City of DeLand
- Would zoning allow for on-site construction
- What would the proximity be between homes
- What would the proximity be between tiny home developments/neighborhoods
- Would tiny homes be single occupancy
- How would parking be handled if the tiny homes are not single occupancy
- Would tiny home developments fall under the City's current stormwater standards
- How would storage space be administered for a tiny home community
- How would the design standards relating to impervious surface, tree preservation be handled
- Design aesthetics would need to be defined
- Would there be criteria for no-profit institutional usage of tiny homes

Commissioner Kevin Reid was not interested in allowing tiny homes in the R-2 zoning district. He and Vice Mayor Paiva thought that in the beginning, a Special Exception Use process may be appropriate rather than allowing for performance standards approval. If deemed appropriate, the process could be changed to a performance-based standard approval at a future date. There was no interest in allowing tiny homes without defined design standards.

Ms. Kuhn responded to some of the concerns. She also shows some established tiny home development layouts and site designs. She said some communities do allow tiny homes where the residents pay lot rent. She discussed the difference between a tiny home development and a mobile or modular home community.

Mr. Elkind advised that if someone subdivided lots for a tiny home development, the tiny homeowners would buy their lots, and the property would appreciate over time. That isn't always the case in a traditional mobile home community.

Tanner Andrews, Attorney at 112 New York Ave W #203, was pleased that the City of DeLand was considering tiny homes. He liked the two-story units. He said that used shipping containers leak, and he said they would create problems. Generally, Mr. Andrews was supportive and thought this initiative would serve a need in DeLand.

Mark Watts, Attorney with Cobb Cole, 231 N Woodland Blvd., complemented Ms. Kuhn, and her staff for the presentation. He spoke supportively about the initiative to allow tiny home development in DeLand. He thought that tiny homes were an important component and would add a unique standard of housing in the community. He said it would increase housing affordability and accommodate transitional needs for people moving to independent living. He thought the suggestion for a separation requirement between the communities was great feedback. Mr. Watts said design details were important, and he thought consideration needed to be given to whether a non-profit was assisting people in obtaining housing versus for-profit development.

Mr. Watts said he would be taking a development, in partnership with the Neighborhood Center, that will be presented to the Planning and Zoning board. He offered the City an opportunity to use this development as an example of how the standards apply to real development. He acknowledged that it may also provide the advantage of allowing them to move forward with this type of project. Mr. Watts was happy with the process being set up as a conditional or special exception use.

Ms. Kuhn noted that under the Building Code, mobile homes are treated like vehicles, and a tiny house would have to meet all building code standards for residential construction. She said the same discussion will take place at the upcoming Planning and Zoning Board meeting.

Savannah Jane-Griffin, CEO of The Neighborhood Center, said the current motivation for tiny homes is that homelessness has more than doubled in DeLand from 2023 to 2024. Prevention services have also increased. She was supportive of the tiny home initiative.

2. Resolution Approving the Proposed Millage Rate for Fiscal Year 2024-2025.

Michael Pleus, City Manager, introduced the resolution. He stated that the millage rate proposed for operating purposes is 6.3841. This is a decrease of 0.1 mill in the operating millage rate from FY 23-24. The proposed operating millage of 6.3841 is 6.95% above the rolled-back millage rate of 5.9693. The total ad valorem is \$20,461,116 for FY 24-25, with the General Fund receiving \$19,179,111 and the Capital Fund receiving \$1,282,005.

Staff recommends that the City Commission establish the proposed millage rate of 6.3841 mills for operating purposes and instruct the Property Appraiser to advertise the rate in the "TRIM" Notice to DeLand's taxpayers and establish the dates and times for the first public hearing on Wednesday, September 4th at 7:00 p.m. and the final public hearing on Monday, September 16th at 7:00 p.m.

Vice Mayor Paiva expressed his appreciation for staff. He felt that the millage could still be reduced by another 0.1 mill.

Commissioner Kevin Reid agreed that the millage could be reduced.

Vice Mayor Paiva made a motion to approve the Resolution, establishing the proposed millage rate of 6.2841 mills. Commissioner Dan Reed seconded the motion, which was approved by a vote of 4 to 1, with Commissioner Kevin Reid dissenting.

3. First Reading of Ordinance Increasing the Salaries for City Commissioners and the Mayor-Commissioner.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, INCREASING THE SALARIES FOR CITY COMMISSIONERS AND THE MAYOR-COMMISSIONER IN ORDER TO BE COMMENSURATE WITH CURRENT COMPENSATION RATES, PURSUANT TO THE CHARTER OF THE CITY OF DELAND, ARTICLE II, SECTION 11 "SALARY"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Pleus, City Manager, explained how the review of Commissioner and Mayor-Commissioner salaries came up for review. It was found that the DeLand Commission salaries were behind those of other comparable municipalities.

Vice Mayor Paiva discussed Commissioner and Mayor-Commissioner salaries, and he believed the increase would be commensurate with CPI changes. He noted that this was discussed briefly during the Charter Review Committee meetings. He supported the change, the DeLand elected officials have not had a salary adjustment since 2016.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by a unanimous vote of 5-0.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

4. Consideration re Amendment to Solid Waste Collection Contract to Provide for Weekly Residential Bulk Service Collection.

Ray Underwood, Public Works Director, was present to answer questions. Vice Mayor Paiva was supportive of the amendment. He thanked Mr. Underwood for taking this initiative, as he believed it would be good for the community.

Mr. Underwood said the idea was to save money with the two free pick-ups annually. That has not worked out from a scheduling perspective, and this change will ensure that residential bulk items are picked up weekly.

Vice Mayor Paiva made a motion to approve the Amendment. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

5. Resolution re Request for Informal Attorney General Opinion – School Speed Zone Cameras.

Mr. Elkind explained the reason for the Resolution authorizing him to obtain an informal Attorney General Opinion with regard to school speed zone cameras. He stated the cameras would be utilized on county roads.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote of 5-0.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – No report was given.
2. Report re River-to-Sea TPO – Mayor Cloudman gave a report.
3. Report re River of Lakes Heritage Corridor – No report was given.

CITY MANAGER REPORT

Mr. Pleus had nothing to report.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Vice Mayor Paiva had nothing to report.

Commissioner Kevin Reid stated he enjoyed the Firecracker Festival.

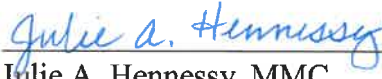
Commissioner Davis commented on the Firecracker Festival, a successful event.

Commissioner Dan Reed had nothing additional to report. He enjoyed the Firecracker Festival.

Mayor Cloudman made comments and announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:31 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, AUGUST 5, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:33 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Chaplain Reggie May, DeLand Police Department, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Justin Desy, Deputy Fire Chief; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Deborah Glick, Land Development Manager; Belinda Williams-Collins, Senior Planner; Raymond Bahrami, City Engineer; Rick Hall, Parks & Recreation Director; Alberto Cirelli, Interim Information Technology Director; Chris Graham, Community Information Manager; members of the public and the press.

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2024-2025, Blue Lake Woods Street Lighting District.

Mayor Cloudman opened the public hearing.

Michael Pleus, City Manager, said during the recession, some HOA's were dissolved, and the City was asked to take over their lighting districts. The assessments for Blue Lake Woods amount to \$112.04 per parcel, based upon this year's estimated cost, divided by the total number of parcels in the development.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

2. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2024-205, Glenwood Springs Street Lighting District.

Mayor Cloudman opened the public hearing.

Michael Pleus, City Manager, said during the recession, some HOA's were dissolved, and the City was asked to take over their lighting districts. The assessments for Glenwood Springs amount to \$59.79 per parcel, based upon this year's estimated cost, divided by the total number of parcels in the development.

The public hearing was closed.

Commissioner Davis declared a conflict of interest; she resides in Glenwood Springs. as follows:

I, Jessica Davis, hereby disclose that on August 5, 2024,

(a) A measure came or will come before my agency which (*check one*)

X inured to my special private gain or loss;
_____ inured to the special gain or loss of my business associate, _____;
_____ inured to the special gain or loss of my relative, _____;
_____ inured to the special gain or loss of _____, by whom I am retained; or
_____ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I reside in Glenwood Springs where the Resolution certifies and adopts assessment roll for Fiscal Year 2024-2025, Glenwood Springs Street Lighting District.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 4-0. Commissioner Davis Abstained.

PRESENTATIONS

1. Resolution No. 2040-60, Honoring the Retirement of Detective Joey Sanchez. **This item was continued to a future meeting.**

Detective Joey Sanchez was unable to attend due to a family emergency.

2. Introduction of New Police Officer Kevin Welty and Promotion of Corporal Lamar Phillips.

Chief Umberger shared a brief biography about newly promoted Corporal Lamar Phillips. Corporal Phillips was joined by his wife and daughter. His wife pinned on his badge.

Chief Umberger shared a brief biography about newly hired Police Officer Kevin Welty. Officer Welty was joined by his wife, who pinned on his badge.

CONSENT AGENDA

1. Resolution Approving Surplus of Glock Firearm for Detective Joey Sanchez upon his Retirement. **Item Pulled**
2. Resolution Approving FY 2023-2024 Budget Amendment.
3. Resolution Approving the Amendment of the Community Development Block Grant Project List for Fiscal Year 2024-2025.
4. Consideration re Utility Service Agreement and Fair Share Agreement for the Dean River Subdivision, located on the Southwest Corner of Old New York Avenue and Shell Road.
5. Consideration re Utility Service Agreement for DeLand Free Standing Emergency Room (FSER), location at 2400 and 2490 South Woodland Boulevard.
6. Consideration re First Amendment to Water Management District Test Well Easement Agreement.
7. Consideration re Award of Bid for Rier Booster Pump Station Construction.
8. Consideration re Extension of Concession Agreement between Stetson University and the City of DeLand for Services at Spec Martin Stadium. **Item Pulled**
9. Consideration re First Amendment to Employee Assistance Program (EAP) Services Agreement to CuraLine, LLC.
10. Consideration re Renewal of Contract with Florida Health Care (FHC) Plans for FY 2024-2025. **Item Pulled**

11. Consideration re Midyear Waiver Request for OneBlood High School Volusia/Flagler Volunteer Workshop.

Vice Mayor Paiva made a motion to approve consent agenda items 2-7, 9 and 11. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

Vice Mayor Paiva made a motion to continue consent agenda item 1. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

Mayor Cloudman declared a conflict of interest on item 8 of the consent agenda. He passed the gavel to Vice Mayor Paiva.

I, Chris Cloudman, hereby disclose that on August 5, 2024,

1. A measure came or will come before my agency which (*check one*)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☒ inured to the special gain or loss of Stetson University, by whom I am employed;
- or
- ☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

2. The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I work for Stetson University.

Rick Hall, Parks and Recreation Director, discussed the concession agreement between the City of DeLand and Stetson University, for the Spec Martin Stadium. Mr. Hall advised the City Commission that he had been meeting with Ricky Ray, Athletic Director for Stetson, and he was assured that the concession services at the Spec Martin Stadium would be improved. Mr. Pleus said that DeLand High School was also contacted to see if they wanted a chance to manage the concessions as a fundraiser, but they declined the invitation

Commissioner Davis made a motion to approve consent agenda item 8. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 4-0. Mayor Cloudman abstained.

Commissioner Kevin Reid declared a conflict of interest on item 10 of the consent agenda.

I, Kevin Reid, hereby disclose that on August 5, 2024,

1. A measure came or will come before my agency which (*check one*)

_____ inured to my special private gain or loss;
_____ inured to the special gain or loss of my business associate, _____;
_____ inured to the special gain or loss of my relative, _____;
X _____ inured to the special gain or loss of Brown and Brown, by whom I am retained as agent of record; or
_____ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

2. The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am employed by Brown and Brown as the Agent of Record for the Renewal of Contract with Florida Health Care (FHC) Plans for FY 2024-2025.

Vice Mayor Paiva made a motion to approve consent agenda item 8. Commissioner Davis seconded the motion, which carried by a unanimous vote of 4-0. Commissioner Kevin Reid abstained.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Jesse Simmons spoke about a dog in the City of DeLand who had been tethered to a tree for two years. He stated he had reported the incident to Animal Control but did not get a satisfactory response. He was concerned that the dog was not being taken care of, and it took 100 days for Animal Control to remove the dog from the tether.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-35. Increasing the Salaries for City Commissioners and the Mayor-Commissioner (1st Reading 07/15/2024).

Mr. Elkind read Ordinance No. 2024-35 by title only.

ORDINANCE NO. 2024-35

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA INCREASING THE SALARIES FOR CITY COMMISSIONERS AND THE MAYOR-COMMISSIONER IN ORDER TO BE COMMENSURATE WITH CURRENT COMPENSATION RATES, PURSUANT TO THE CHARTER OF THE CITY OF DELAND ARTICLE II, SECTION 11 "SALARY"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Pleus reviewed the ordinance, brought forward as recommended by the Charter Review Committee.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-35 on second reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

Mr. Pleus noted that the salary increase would not take effect until after the general election in November.

NEW BUSINESS

1. Resolution Approving Towns at Summit Preliminary Plat located at I-4 and North Summit Avenue (County Road 4139).

Carol Kuhn, Planning Director, presented the Resolution, stating that the applicant requested 300 lots on +/- 59.90 acres for multi-family (townhomes). She reviewed the outstanding concerns identified by staff, including the monotonous appearance of the units. She stated that staff had made suggestions for additional architectural modifications and landscaping.

Mark Watts, Attorney with Cobb Cole Law Firm located at 231 Woodland Blvd, talked about the numerous meetings with staff to work on the layout and architecture of the project and the results from those meetings.

Mr. Elkind stated the issue was that the professional opinion of staff was that the application met all other requirements of the code, with the exception of architecture. He advised it would be the commission's prerogative to make a determination.

Mr. Watts said the architecture meets the technical requirements of the community design standards. He noted the standards were written to address projects with only a few individual buildings, and not intended to accommodate a large townhome project of more than fifty buildings. Those standards need to be updated. He said the City's design architect has provided some suggestions that would create some additional differentiation between the types of buildings and the applicant has agreed to make some changes and resubmit the plans.

Mr. Elkind stated this hearing was quasi-judicial, and he was simply saying that he had heard one thing from the professional planning director. If the commission desires additional direction about the presentation, Ms. Kuhn should provide that clarification.

Ms. Kuhn said some front façade features had been added to the elevation. She said all of the buildings still have the same roofline. She talked about the ideas discussed between City staff and the applicant.

Commissioner Kevin Reid thought the townhomes lacked charm; they looked more like apartment buildings than townhomes. He also thought additional landscaping was needed.

Vice Mayor Paiva also thought additional landscaping was necessary. He agreed the project looked monotonous, and roofline variability would improve the project.

Commissioner Dan Reed agreed that elevation changes were needed.

Mr. Watts requested permission to move forward with sitework while staff and his client work on architectural changes.

Mr. Elkind advised that caution should be exercised because the risk is that the developer would spend millions of dollars to put in the infrastructure, and they have said that they could not achieve varied rooflines as requested. Ms. Kuhn added that the code does not make provisions to allow site work to be done prior to the preliminary plat approval. She also noted that the driveway widths did not meet the requirements for two-car driveways.

Mr. Elkind stated the applicant is entitled to a vote of approval or disapproval. If the applicant is willing to entertain a continuation of the resolution, that would be appropriate. Mr. Watts requested a two-week continuance of the resolution.

Vice Mayor Paiva made a motion to continue the Resolution to the August 19, 2024 meeting. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

2. First Reading of Ordinance Amending Chapter 21, Section 21-12, Trespass Warnings on Public Property.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 21 "OFFENSES" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY AMENDING SECTION 21-12, TO PROVIDE FOR THE AUTHORIZATION OF TRESPASS WARNINGS ON PUBLIC PROPERTY AND AN APPEAL PROCEDURE; AND BY PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind presented background information that led to the first reading of this Ordinance. This ordinance provides parameters for issuing trespass warnings, and an opportunity to appeal the warning. He noted that this ordinance is consistent with other local ordinances.

There was a brief discussion about how the process would work when someone has to be issued a trespass warning.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion which on roll call, carried by a unanimous vote of 5-0.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

3. First Reading of Ordinance Amending Chapter 2A, Section 2A-4, Establishing Airport Fees.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 2A "AIRPORTS" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY ADOPTING A NEW SECTION 2A-4, TO ESTABLISH THE IMPLEMENTATION OF FEES FOR USE OF THE PUBLIC AIRPORT; AND BY PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind presented the ordinance, stating that it sets forth the legal authority for the City to charge certain user fees and other fees at the airport. A Resolution would be presented to establish fees. Mr. Elkind stated that subsequent to the approval of this ordinance, a resolution would be presented to the City Commission pertaining to airport landing fees of \$3.00 per 1000 pounds.

There was some discussion about the charging landing fees, notification to pilots and companies about the fees, and consistency with other airports. Ray Bahrami, the City Engineer, said Ormond Beach, Flagler County, and New Smyrna Beach will implement landing fees beginning October 1, 2024. He explained how a third-party company would implement the fees.

Vice Mayor Paiva wondered about the outreach or notification that would be done in advance of implementing the landing fees. He also asked if there would be a break-in period to avoid unintended consequences. In addition, he wanted to know if there would be a mechanism for not charging the fee to certain aircraft owners. Mr. Elkind said that consideration may be given to people who are exempt so long as one class of user is not discriminated against.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion which on roll call, carried by a unanimous vote of 5-0.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

4. Resolution Approving Final Subdivision Plat for Delaney Reserve, Located at 610 North Spring Garden Avenue.

Belinda Collins, Senior Planner, presented the Final Subdivision Plat for Delaney Reserve.

Commissioner Davis asked about renderings of the design. Ms. Collins said those were not included in the presentation. However, the city architect did review the project and made some recommendations that the applicant did provide and was subsequently approved.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

5. Resolution Approving the Removal of One Historic Tree, located at 201 West Minnesota Avenue.

Vice Mayor Paiva made a motion to approve the removal of one historic tree. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote of 5-0.

6. Change of Meeting Date, Labor Day Holiday.

Vice Mayor Paiva made a motion to reschedule the regular City Commission meeting on September 2, 2024, to **Wednesday, September 4, 2024**. Commissioner Davis seconded the motion, which carried by a unanimous vote of 5-0.

CITY MANAGER REPORT

Mr. Pleus asked Rick Hall, Parks and Recreation Director, to talk to the City Commission about the Under Armor sponsored All American High School Allstar Football Game that will be hosted on January 2, 2024, by the City of DeLand. This is exciting for the City of DeLand.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Commissioner Kevin Reid mentioned going back to school. He said the backpack giveaway was successful and there is a need in the community.

Commissioner Dan Reed had nothing to report.

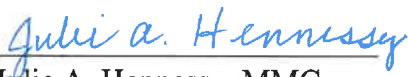
Commissioner Davis also spoke about being back to school. She also talked about an educational event she had attended for Women in Municipal Government, hosted by the National League of Cities.

Vice Mayor Paiva had nothing to report.

Mayor Cloudman announced the official ribbon cutting for SunRail on Friday morning, August 9, 2024.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 10:00 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Consideration re Cost Share Agreement Amendment #1 with St. Johns River Water Management District for Phase 5 Reclaimed Water Main Extension.

DEPARTMENT: Utilities

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

ATTACHMENTS: Cost Share Agreement Amendment #1 Contract #38137

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

In the prior fiscal year, the City Commission authorized a construction agreement with St. Johns River Water Management District for the construction of the Reclaim Water Main Extension Phase #5. This project included Part A, which was a reclaimed water main extension from The Cascades to the Crosscreek Subdivision for retro fitting for reclaim lines. This project has been completed and placed on line at this time. In addition, a Part B project for the construction of a river booster pump station will not be completed prior to September 30, 2024 deadline of the current agreement.

Staff approached St. Johns Water Management District for an extension of the contract. The amendment #1 before you for approval was approved by the Governing Board on August 13 granting the city an additional nine months to complete the project. This would allow the city until June 30, 2025 to use up the approximately \$750,000 of remaining grant money.

The project has been awarded to a contractor and should have construction startup in September 2024. A major component for the project is the pump station and it was recently delivered to the city for installation by the contractor.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

No additional impact is expected for this project, as this is just a time extension amendment.

RECOMMENDATION:

Staff recommends that the City Commission approve the Cost Share Agreement Amendment #1 between the St. Johns River Water Management District and the City of DeLand's Reclaimed Water System Expansion, Reclaim Phase 5 project.

BACKGROUND/DISCUSSION:

N/A

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF DELAND
FOR DELAND RECLAIMED WATER MAIN EXTENSION PHASE 5**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and the CITY OF DELAND (“Recipient”), whose address is 120 South Florida Avenue, DeLand, Florida 32720 and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 38137 on April 26, 2023, for Deland Reclaimed Water Main Extension Phase 5 (“Agreement”). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. TERM; WITHDRAWAL OF OFFER: delete and replace with the following:

The term of this Agreement is from April 26, 2023 (“Effective Date”) until June 30, 2025 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before March 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. ATTACHMENT A — STATEMENT OF WORK, V. TASK IDENTIFICATION AND TIME FRAMES: delete and replace with the following:

The expiration date of this cost-share agreement is June 30, 2025. The projected schedule is as follows:

Task Description	Actual Start Date	Anticipated Completion Date
Construction	October 16, 2023	June 30, 2025

3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DELAND

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Kendall Matott

Kendall Matott, J.M., SJRWMD QC Reviewer

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Consideration re 2024 Tax Abatement for Total Renal Laboratories, Inc.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Ad Valorem Tax Exemption Certificate - Davita 2024, Ordinance No. 2018-11

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The City Commission adopted Resolution No. 2015-15 establishing guidelines for ad valorem tax abatement for qualified new or expanding businesses. Per Florida Statutes, the exemption does not apply to taxes levied for the payment of bonds. September 1st is the date established in the resolution for companies entitled to tax abatement to report the number of employees and wage scale. The City Commission adopted Ordinance No. 2018-11 granting, under certain conditions, ad valorem tax exemption to Total Renal Laboratories, Inc. Each year, an "Ad Valorem Tax Exemption certificate" is required from the company certifying the number of employees and average wage on January 24th. Based on that data and the guidelines approved by the City Commission, a report is made to the City Commission on the company if it qualifies for economic tax exemption and the amount of exemption they are entitled to.

Based on the current year's data provided, Total Renal Laboratories, Inc. qualifies for a 100% tax exemption this year.

It should be noted this is the fifth tax year for Total Renal Laboratories, Inc. to be eligible for tax abatement. Ordinance No. 2018-11 granted a ten year economic development ad valorem tax exemption to Total Renal Laboratories, Inc. beginning with the 2018 tax year, up to and including the tax year of 2027.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The taxable value of qualifying property subject to the exemption for the tax year 2024 equals \$27,566,848. Based on the City's tentative operating millage of 6.2841 and the exemption percentage of 100%, the value of exempt taxes will be \$173,233, compared to last year's value of exempt taxes of \$182,300.

RECOMMENDATION:

Staff recommends the City Commission approve the tax exemption for the tax year 2024 to Total Renal Laboratories, Inc. at 100% as described above.

BACKGROUND/DISCUSSION:

Ordinance No. 2018-11 was adopted granting an economic development ad valorem tax exemption to Total Renal Laboratories, Inc. They are eligible for exemption, subject to the requirements of the Florida Statutes and City of DeLand Guidelines for Tax Abatement, each year up to and including tax year 2027. The estimated value of the exemption was \$20,001,166 for improvements to real property and \$7,565,682 for tangible personal property. Total Renal Laboratories, Inc., a qualified target industry business, is eligible for tax exemption under "Category I." as set forth in the guidelines. The attached "Ad Valorem Tax Exemption Certificate Tax Year 2024" certifies that the average number of full-time equivalents employed during the twelve months ended January 18, 2014 was 331 compared to the number of average full-time equivalents employed during the 12 months ended December 31, 2023 was 414. The guidelines require a minimum of 10 new employees over the base year of employment. The average hourly wage of the top 10 new employees as of January 24, 2024 was \$64.49, which places them in a position of being eligible for a 100% tax exemption. The Property Appraiser valued the real property and tangible personal property owned by Total Renal Laboratoires, Inc. for 2024 at \$27,566,848, which represents \$173,233 in exempt taxes based on the City's tentative millage levy and the specified exemption percentage.



AD VALOREM TAX EXEMPTION CERTIFICATE TAX YEAR 2024

ORDINANCE 2018-11

Tax Exemption for each year subsequent to 2017 tax year up to and including tax year 2027

Total Renal Laboratories, Inc.
3000 DaVita Way
DeLand, Florida 32724

Applied and qualified under the City of DeLand "Tax Abatement Guidelines" as adopted by Resolution No. 2015-15 as a qualified target industry business with intentions to expand.

Number of average FTEs (Full Time Equivalents) employed during the twelve months ending January 18, 2014

331.0

Number of average FTEs (Full Time Equivalents) employed during the twelve months ending December 31, 2023

414.1

Average hourly rate of top 10 new employees on January 24, 2024
(Employed on January 24, 2024 but not employed on January 24, 2014)

\$ 64.49

I hereby certify that the information contained herein is a true and correct and accurate reflection of employees hired on the above specified dates and the average wage paid those employees. I agree to maintain documentation supporting the above information provided for the remaining term of the tax abatement with the City of DeLand.

Keri Wagner

Keri Wagner

2024-Aug-07

Date

ORDINANCE NO. 2018 - 11

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA,
GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX
EXEMPTION TO TOTAL RENAL LABORATORIES, INC., PURSUANT TO
FLORIDA STATUTES SECTION 196.1995; AND PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Pursuant to Florida Statutes Section 196.1995, the City of DeLand held a referendum within its jurisdiction on August 26, 2014 for authority to grant economic development ad valorem tax exemptions for new or expanding businesses, which referendum passed with a majority vote in favor of such authority; and

WHEREAS, Total Renal Laboratories, Inc., intends to relocate and expand their facility located to 3000 Davita Way, and is seeking an economic development ad valorem tax exemption, pursuant to Section 196.1995, Florida Statutes, anticipated to begin the tax year of 2018; and

WHEREAS, said business relocation and expansion is expected to be completed by the end of the year 2017 and it is anticipated will be eligible for economic development ad valorem tax exemption beginning the tax year of 2018; and

WHEREAS, the City Commission has determined that the business relocation and expansion as proposed by Total Renal Laboratories, Inc., meets the requirements of Section 196.1995, Florida Statutes; and

WHEREAS, the application for tax exemption includes relocation and acquisition of tangible personal property which acquisition and installation will take place during calendar years 2017 and 2018 as more particularly set forth in the said application; and

WHEREAS, Larry Bartlett, Property Appraiser for the County of Volusia, Florida, has provided the City of DeLand, based upon the estimated value of the proposed new business and based upon information available for the 2017 tax year, the following information regarding the proposed new business:

Total Revenue Available to Municipality:	\$10,901,670.00
Estimate of Revenue Lost, Previous Applications	\$ 1,749.00
Estimate of Revenue Lost, this Application:	\$ 106,445.00

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

Section 1. The City Commission hereby finds that the proposed business relocation and expansion of Total Renal Laboratories, Inc. 3000 Davita Way, DeLand, Florida, meets the requirements of an “expansion of an existing business” pursuant to Florida Statutes Section 196.012(15).

Section 2. The City Commission hereby finds that the total amount of revenue available to the City of DeLand from ad valorem tax sources for the current fiscal year is \$10,901,670.00.

Section 3. The City Commission hereby finds that the total amount of revenue loss to the City of DeLand for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is \$1,749.00.

Section 4: Based upon estimated values of the proposed improvements and information maintained by the Property Appraiser, the City Commission hereby finds that the estimated ad valorem revenue loss to the City of DeLand attributable to the proposed exemption of Total Renal Laboratories, Inc., herein (had the property for which the exemption is requested otherwise been subject to taxation) will be \$106,445.00 for current fiscal year for both real property and tangible personal property due to relocation.

Section 5: Subject to completion of the proposed relocation as well as the meeting of the requirements of Section 196.1955, Florida Statutes, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), anticipated to begin the tax year of 2018, the City Commission hereby grants to Total Renal Laboratories, Inc., an exemption for ad valorem taxation of up to one hundred percent (100%) of the assessed value of the aforesaid improvements, based upon the City of DeLand guidelines for Tax Abatement and the annual audit review.

Section 6: Subject to yearly review for determination that the proposed expansion meets the requirements of Florida Statutes Section 196.1995, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), Total Renal Laboratories, Inc. shall be eligible for renewal of said tax exemption for each year subsequent to the 2018 tax year, up to and including the tax year of 2027.

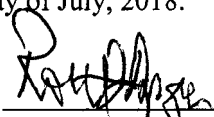
Section 7: The City Commission finds that the amount eligible for ad valorem tax exemption may change, based upon changes in the City millage rate, which is adopted on an annual basis and the Volusia County Tax Appraiser's assessment of property values. Similarly, ad valorem tax exemptions will be reviewed on an annual basis pursuant to Commission action after annual audit review, as prescribed in the City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A").

Section 8: If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 9: All Ordinance or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

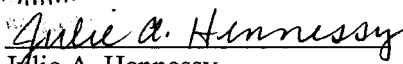
Section 10: This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of July, 2018.



Robert F. Appgar
Mayor - Commissioner

ATTEST:


Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: July 2, 2018
Adopted on second reading: July 16, 2018

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

RESOLUTION NO. 2015 - 15

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA REPEALING RESOLUTION NO. 2006-44, ADOPTED MARCH 20, 2006, REGARDING GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; ADOPTING NEW GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a majority of voters of the City of DeLand, in a special referendum held August 26, 2014, voted to empower the City Commission of the City of DeLand to grant ad valorem tax abatements for qualified new or expanding businesses; and

WHEREAS, City staff has formulated guidelines which are based on state law and other criteria to establish minimum qualifications for the award of ad valorem tax abatements; and

WHEREAS, the adoption of such guidelines and standards by the City Commission is necessary for the uniform review of applications made by new or expanding businesses for ad valorem tax abatement;

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

Section 1. Resolution No. 2006- 44, adopted March 20, 2006, regarding guidelines for ad valorem tax abatement for qualified new or expanding businesses, is hereby repealed in its entirety.

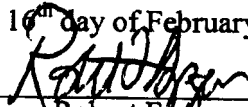
Section 2. The City Commission hereby adopts the "Guidelines for Tax Abatement" attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof.

Section 3. Any other Resolutions or parts of Resolutions in conflict herewith are hereby repealed in their entirety.

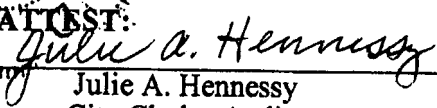
Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of February, 2015.


Robert F. Appgar
Mayor-Commissioner


* ATTEST:


Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

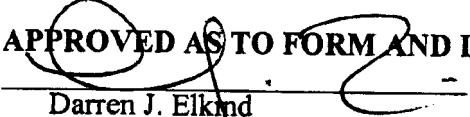

Darren J. Elkind
City Attorney

EXHIBIT "A"

CITY OF DELAND, FLORIDA Guidelines for Tax Abatement

PURPOSE: These general and flexible guidelines are submitted for use in deliberation of tax abatement applications. The City Commission, being the approval authority for tax abatement, will exercise wide discretion in evaluating each application, on a case-by-case basis, and under other applicable criteria found in the State of Florida Statutes.

I. Manufacturing

- A. Minimum Full-Time Employees 10
- B. Qualified Manufacturers (F.S. 196.012)
- C. Maximum Years of Abatement 10
- D. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

II. Offices

- A. Minimum Full-Time Employees 50
- B. Qualified Offices (F.S. 196.012)
- C. Maximum Years of Abatement 10
- D. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

III. All Other Business (meeting the sales factor requirement in F.S. 220.15(5)).

- E. Minimum Full-Time Employees 25
- F. Qualified Businesses (F.S. 196.012)
- G. Maximum Years of Abatement 10
- H. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

All tax abatement will include both real property and personal property for new or expanded businesses, which qualify in the categories above. Land value, by statute, will not be abated.

On or before September 1 of each year a report will be submitted by the abated business to the City's Finance Director summarizing the number of employees and wage scale for those employees who were added to the payroll from the date the ordinance providing for tax abatement was adopted. These annual reports will be reviewed by the City to insure that the minimum criteria for which the company received tax abatement still exists. A copy of that report will be presented to the City Commission for renewal/approval each year. The City reserves the right to audit the records of any company receiving tax abatement to insure that the minimum criteria for which the abatement was granted is being met each year.

Employee positions used to meet the requirements for new and expanded businesses shall be evaluated according to F.S. 196.012 (14) "New Business" or (15) "Expansion of existing business".

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving FDOT Public Transportation Grant Agreement No. 455119-1-94-01 for Master Plan Update and Airports Geographic Information System (AGIS) Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A- Agreement

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The Airport Master Plan Update (MPU) was last completed in 2014. The FAA requires an update to be completed every 10 years. The Master Plan Update and AGIS will be funded by both FAA and FDOT. The MPU and AGIS will both be completed by the City airport's consultant, AVCON. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 8% of the costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached FDOT grant agreement will provide a maximum of \$49,869 in funding for the Master Plan Update and AGIS project. This amount represents approximately 8% of the eligible costs, the FAA will pay approximately 90% or \$576,605 and the Airport Fund will pay approximately 2% or about \$14,198. The FY 23/24 budget included \$540,000 for the FAA Grant, \$48,000 for the FDOT grant, \$12,000 for the City match and \$600,000 for the project in the Airport Fund. A future budget amendment will be presented to the City Commission for approval increasing the FAA grant by \$36,605, the FDOT grant by \$1,869, the City match by \$2,198 and the project by \$40,672. The City's match will be reallocated from budgeted survey services.

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Grant Number 455119-1-94-01 and also approve the accompanying resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of the Master Plan Update and AGIS is scheduled to be completed in late 2025

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT
AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, FINANCIAL MANAGEMENT NO. 455119-1-94-01; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit "A", which will provide 8% funding for the Master Plan Update and Airports Geographic Information System (AGIS) for the DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 2% of the anticipated project cost (pursuant to a separate grant, the Federal Aviation Administration will pay 90% 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 \$12,468 to pay for its share (2%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 4th day of September 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 455119-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 740100
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55052000531
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000307028
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Master Plan Update and Airports Geographic Information System (AGIS) Study at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

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

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

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

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

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

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

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

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

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

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

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

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9. Project Cost:

- a. The estimated total cost of the Project is \$623,368. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$49,869 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

**PUBLIC TRANSPORTATION
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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project will conduct an Airport Master Plan Update including the required Exhibit A. The Federal Aviation Administration (FAA) requires the airport sponsor to prepare and maintain a current Property Inventory Map (Exhibit "A") of airport owned land. Exhibit "A" is to identify all that is designated airport property and to provide an inventory of all parcels that make up the airport. This project includes an aeronautical survey and provide obstruction analysis services for the purpose of developing a comprehensive Obstacle Action Plan for the airport.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Airport Master Plans/Airport Layout Plans (ALP) - As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the project working papers, forecasts, draft and final master plan and ALP documents in accordance with FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans and the Florida Department of Transportation (FDOT) Guidebook for Airport Master Planning.

Airports Geographic Information System (AGIS) Study - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees and survey costs for the implementation of an integrated AGIS to assist in the collection and maintenance of airport and aeronautical data and develop a comprehensive Obstacle Action Plan.

Airport Property Inventory Map (FAA Exhibit A): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the final Airport Property Inventory Map documents in accordance with FAA Order 5100.38, paragraph 500 and FAA Advisory Circular (AC) 150/5100-17 Change 6, Paragraph 1-6. The Sponsor will comply with Aviation Program Assurances.

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

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

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

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

DeLand Radio
Control Club

Sperling Sports Complex

MUSTANG POINTE
AERODROME
CONDO

East Coast Aircraft
Paint & Interior

Flex Aer
Painting

Skydive DeLand, Inc

DeLand
Municipal Airport

Tri County Met

Technetics

DELAND
MUNICIPAL
AIRPORT

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455119-1-94-01	BIL	088719	2025	740100	N/A	N/A	\$139,651.00
455119-1-94-01	DDR	088719	2025	740100	N/A	N/A	\$49,869.00
455119-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$421,380.00
455119-1-94-01	LF	088719	2025	740100	N/A	N/A	\$12,468.00
Total Financial Assistance							\$623,368.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$49,869.00	\$12,468.00	\$561,031.00	\$623,368.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$49,869.00	\$12,468.00	\$561,031.00	\$623,368.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving FAA Grant Award No.3-12-0019-033-2024 for Airport Master Plan Update.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A-Agreement

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The Airport Master Plan Update (MPU) was last completed in 2014. The FAA requires an update to be completed every 10 years. The Master Plan Update will be funded by both FAA and FDOT. The MPU will be completed by the airport's consultant, AVCON. Pursuant to applications made by staff and our consultant, Avcon, the Federal Aviation Administration (FAA) has agreed to fund 90% of the cost.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement would provide a maximum of \$434,254 in FAA funding. This amount represents approximately 90% of the cost for the Master Plan Update. The Florida Department of Transportation (FDOT) has provided 8% of project cost with remaining funds 2% to be provided by the Airport Enterprise Fund.

RECOMMENDATION:

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-033-2024 and also approve the accompanying resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of the Master Plan Update is scheduled to be completed in late 2025.

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT
PROGRAM (AIP) FOR PROJECT NUMBER 3-12-0019-033-2024; 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 (pursuant to a separate grant, the Florida Department of Transportation will pay 8% of the anticipated 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 \$12,468 pay for its share (2%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 4th day of September 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 South Park Circle, Suite 524
Orlando, FL 32819

August 14, 2024

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

Dear Mr. Eiff:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0019-033-2024 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 **September 6, 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 Carraro, (407) 487-7222, 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 (Aug 14, 2024 12:54 EDT)

Rebecca R. Henry
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 14, 2024

Airport/Planning Area DeLand Municipal-Sidney H Taylor Field Airport

Airport Infrastructure Grant
Number 3-12-0019-033-2024

Unique Entity Identifier J2N4T56E6SN1

TO: City of DeLand
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-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 June 17, 2024, 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:

Update Airport Master Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (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 (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 \$434,254.

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):

\$434,254 for planning

\$0 for 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.
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, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. 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 September 6, 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 AIP 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 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. **Environmental Standards.** 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 America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 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 49 U.S.C. § 47110, 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 System for Award Management Exclusions in 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 (b) 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 (b) 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 (b) 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 (b) 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 (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) 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 (b) 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. **AIP 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 September 1, 2014, 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 Inspector General'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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
31. **Airport Layout Plan (ALP) Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
32. **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.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rebecca R. Henry
Rebecca R. Henry (Aug 14, 2024 12:54 EDT)
(Signature)

Rebecca R. Henry
(Typed Name)

Acting Manager
(Title of FAA Official)

¹ 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.²

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)

² 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); 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.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ 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

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 Title 49, U.S.C., subtitle VII, 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

- 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.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- 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.¹
- 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.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- 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.²

- 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 (P.L. 109-282, as amended by section 6202 of P.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

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- 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

- 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. ^{4, 5}
- 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.¹

- 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.¹
- 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).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- 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.^{1, 2}
- 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.¹
- 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.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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 Sec. 136 of Public Law 112-95 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-Management.

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 pilots 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.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
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., 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 an Airport Improvement Program 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 AIP projects as of June 17, 2024.

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, or 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
September 4, 2024

SUBJECT: Consideration re Approval of Engineering and Planning Services DeLand Airport's Master Plan Update.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: AVCON Master Plan Update Scope of Services

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

The Airport Master Plan Update (MPU) was last completed in 2014. The FAA requires an updated MPU to be completed every 10 years. The Master Plan Update and Airports Geographic Information Systems (AGIS) will be funded by both FAA and FDOT. The MPU and (AGIS) will both be completed by the City airport's consultant, AVCON.

The engineering and planning services by Avcon include the following services:

1. Prepare Project Plans and Survey Coordination
2. Photogrammetry and Surveys
3. GIS Mapping Attribution and Airport Data Information Portal (ADIP) upload
4. Reports and Submittals

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

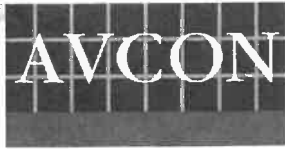
The Federal Aviation Administration (FAA) has agreed to pay 90% (\$139,651.20), The Florida Department of Transportation (FDOT) has agreed to pay 8% (\$12,413.44) and Airport Enterprise fund will pay the remaining 2% (\$3,103.36).

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide engineering and planning services for the Master Plan Update in the amount of \$155,168.

BACKGROUND/DISCUSSION:

Completion of the Master Plan Update and AGIS is scheduled to be completed in late 2025



PROPOSED SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES PLANNING PHASE SERVICES

AERIAL SURVEY AND MAPPING

DELAND MUNICIPAL AIRPORT DELAND, FLORIDA MAY 2024

This scope of services covers aerial survey and mapping in support of the future Airport Master Plan Update project at DeLand Municipal Airport.

PROJECT DESCRIPTION:

The Consultant understands that Airport is preparing a Master Plan and ALP for DeLand Municipal Airport Sidney H Taylor Field and the FAA requires an aeronautical survey that meets or exceed the standards outlined in the FAA Advisory Circulars 150/5300-16A, -17C and -18B, and ARP SOP 2.00. The survey specifications utilized will adhere to the requirements for Airport Layout Plan/Instrument Procedure Development Surveys for Runways with Vertical Guidance.

The Consultant will provide photogrammetry and mapping services in support of an ALP update. The main objective of this effort will be to fulfill the data-collection requirements for updating the ALP drawing set and submission to the FAA through its Airport Data and Information Portal (ADIP). This proposal also includes tasks required to comply with FAA Airports survey program standards. All survey and photogrammetry work will be accomplished in accordance with the following FAA Advisory Circulars (ACs):

- AC 150/5300-16B: *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*
- AC 150/5300-17C: *Standards for Using Remote Sensing Technologies in Airport Surveys*
- AC 150/5300-18B: *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*

The objective for this task is to collect and submit safety critical data for the Airport in a format that is recognized by FAA. Base-mapping (planimetric &

topographic data) collected in support of the ALP update will be formatted and submitted to the ADIP. This task will also include an Airport Airspace Analysis for the existing runway system, a navigational aid (NAVAID) inventory and survey, a runway ends/thresholds and profiles survey, and the collection (through remote sensing) of planimetric and topographic data. The Consultant will fulfill the data collection, formatting, delivery, and process requirements of the FAA Airports GIS (AGIS)/ADIP program.

In general, The Consultant's approach to fulfilling the AGIS/ADIP requirements will consist in completing the tasks outlined in Table 2-1 (Survey Requirements Matrix) of FAA AC 150/5300-18B, in the column noted "Airport Layout Plan". The Consultant will be responsible for coordinating and submitting AGIS/ADIP deliverables to the FAA.

It is important to note that if any runway extension(s), other modifications such as shortening or displaced thresholds, or a new runway is anticipated as part of the master planning process, a general location (coordinate[s]) should be identified and included in the preparation of survey under this task, if known at time of scoping.

TASK 1 PREPARE PROJECT PLANS AND SURVEY COORDINATION

This task includes the development, submission, and approval of the "Statement of Work" for the project through the FAA ADO and FAA AGIS/ADIP portal. The Consultant will also develop, submit, and obtain the approval of the "Imagery/Remote Sensing Plan" and the "Survey & Quality Control Plan" required by the FAA through the portal.

TASK 2 PHOTOGRAMMETRY AND SURVEYS

The following includes the various survey subtasks required.

2.1 Validate PACS/SACS and Geodetic Control

There is currently one Primary Airport Control Station (PACS) monument published in the National Geodetic Survey (NGS) database for the Airport. Query of the database did not find any Secondary Airport Control Station (SACS) monuments. The Consultant will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS) in accordance with AC 150/5300-16B. It is likely that The Consultant will have to establish temporary geodetic control points as at least one PACS and two SACS are required. Also, if the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful, The Consultant will also have to establish temporary geodetic control points. Geodetic data will be tied to the NSRS using the latest published adjustment. Table 2-1 summarizes the existing PACS & SACS locations found during scoping investigation.

Table 2-1 Existing PACS and SACS

STATION TYPE	DESIGNATION	PID	LATITUDE	LONGITUDE
PACS	DELAPORT	AQ2643	29°03'54.64807"N	81°17'01.94166"W

Source: <https://www.ngs.noaa.gov/AERO/aero.html>, accessed September 21, 2023.

2.2 Survey Imagery Photo Control

Photo-identifiable features will be selected and surveyed for use as imagery ground control. Imagery control will be surveyed (properly tied to NSRS) and documented in accordance with AC 150/5300-17C and FAA AGIS requirements. Ground control data and documentation will be submitted to FAA AGIS along with the aerial photography Acquisition Report. It is anticipated that approximately 18 imagery control points will be required, along with 5 independent Online Positioning User System (OPUS) checkpoints.

2.3 Acquire Aerial Imagery

New color aerial imagery will be captured utilizing a digital photogrammetric camera for all areas defined in the Project Area Definition section of the proposal found within **Attachment B**. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C. The aerial imagery acquisition flight mission will consist of one "block" of imagery, collected to the following specifications:

- 0.5' GSD imagery covering the entire 18B Vertically guided Obstacle Identification Surfaces
- Imagery Purpose/Use: This imagery will be utilized for all photogrammetric data extraction, including airfield planimetric/topographic mapping and AGIS/Part 77/TSS Airport Airspace Analysis. 0.50-foot Ground Sampling Distance (GSD) orthophotos will be generated from this imagery.

Upon completion of the flight mission, the imagery will be reviewed through in-house quality assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

2.4 Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models.

2.5 Orthophoto Production

Digital orthophotos will be produced to meet the project's needs and to comply

with the requirements of the FAA AGIS/ADIP and AC 150/5300-17C. One set of ortho imagery will be produced covering the extents of the survey as illustrated in Appendix A and meeting a GSD resolution of 0.50 feet.

2.6 Runway Surveys

Surveyors will accomplish field-survey of each runway. Survey tasks will include a survey of runway endpoints, displaced thresholds, and runway profiles for both existing and proposed future runway ends (if known). For each runway endpoint and displaced threshold, a monument will be set (or recovered), surveyed, and documented in accordance with the strict requirements of AC-150/5300-18B. Since DED is a CFR Part 91 airport, runway-centerline-profiles will be surveyed at 50-foot intervals along the runway centerline. Multiple passes in opposite directions will be accomplished of the entire runway length for quality assurance purposes. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by The Consultant and reported in the FAA AGIS deliverable.

The following summarizes the runway surveys anticipated.

No runway extensions anticipated at this time.

- Runway 5-23 centerline profile at 50-foot intervals
- Runway 5 existing end
- Runway 23 existing end
- Runway 12-30 centerline profile at 50-foot intervals
- Runway 12 existing end
- Runway 30 existing end

2.7 Navigational Aid Surveys

Surveyors will accomplish field-survey of existing NAVAIDs that are located within the Airport's property boundary. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be formatted by the Consultant and reported in the FAA Airports-GIS deliverable.

The following NAVAIDs will be included in this survey:

- Runway End Identifier Lights
 - Runway 12
 - Runway 30
- Visual Glide Slope Indicators (VGSI)
 - Runway 5 Precision Approach Path Indicator (PAPI)
 - Runway 23 PAPI
 - Runway 12 PAPI
 - Runway 30 PAPI
- Airport Rotating Beacon (APBN)
- AWOS

2.8 Planimetric and Topographic Mapping

Utilizing the aero-triangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within Area A illustrated in Appendix A. The mapping data will be compiled meeting the following specifications:

- Planimetric data scale: 1 inch = 100 feet
- Topographic data scale: 2-foot contour intervals

2.9 Airport Airspace Analysis/Obstruction Surveys

This section summarizes the various subtasks associated with the airport airspace analysis and obstruction surveys.

2.9.1 Advisory Circular 150/5300-18B Vertically Guided/Non-Vertically Guided Survey

An airport airspace analysis (AAA) will be performed in accordance with AC 150/5300-18B, Table 2-1 for projects involving ALP updates. The AAA will meet the following specifications:

- Runway 5-23: Vertically Guided
 - Localizer Performance with Vertical Guidance (LPV) approach to both runway ends with greater than $\frac{3}{4}$ statute mile visibility minimums
- Runway 12-30: Vertically Guided
 - Runway 12: LPV approach with greater than $\frac{3}{4}$ statute mile visibility minimums
 - Runway 30: LNAV approach with greater than $\frac{3}{4}$ statute mile visibility minimums
 -

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 Airport Data Features.

2.9.2 14 CFR Part 77

A FAR Part 77 Obstruction Survey will be performed in support of the ALP Update. Using the digital stereo imagery, the prescribed Part 77 surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces and within ten feet of penetrating the surface. The Part 77 Survey will meet the following specifications:

- Runway 5: Non-precision Instrument Runway (C-34:1)
- Runway 23: Non-precision Instrument Runway (C-34:1)
- Runway 12: Non-precision Instrument Runway (C-34:1)
- Runway 30: Non-precision Instrument Runway (C-34:1)

2.9.3 TERPS Runway Approach and Departure Surfaces

Using the digital stereo imagery, the prescribed TERPS runway approach (formerly threshold siting surface) and departure obstruction identification surfaces (OIS) will be examined and analyzed to identify natural and manmade objects penetrating the surfaces and within ten feet of penetrating the surfaces. TERPS approach and departure OIS survey will meet the following specifications:

- All Runway Ends: TERPS 40:1 Departure Surface
- Runway 5, Runway 23, and Runway 12 TERPS approach surface: Surface Type 5 and Type 6
- Runway 30 TERPS approach surface: Surface Type 4

Table 2-2 summarizes the AAA/obstruction surveys for DED as part of this SOW.

Table 2-2 Airport Airspace Analysis Obstruction Survey by Runway End

Runway End	AC 18B Surface	Part 77 Surface	TERPS Runway Approach Surface ¹	TERPS Departure Surface
5	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
23	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
12	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
30	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 4: (> ¾ vis. 20:1)	Yes (40:1)

Vis. – statute miles of visibility

Note: 1. Formerly known as the Threshold Siting Surface

2.9.4 14 CFR Part 77 Collection Criteria

The OIS, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Using the 3D imagery, the Consultant will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom script processes to produce a final dataset.

Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

- A single X-Y-Z point will be collected/analyzed for any manmade or natural object penetrating a surface. The point will be placed on the

highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the center or middle.

- If a large group of trees or terrain (obstruction area) is found to penetrate a surface, representative selection criteria will be used. In this case, the obstruction area will be outlined with a bounding polygon to represent the horizontal extents of the area. A grid will then be overlaid on the area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside 10,000 feet of the approach surface and within the conical surface, 500-foot grid spacing will be used.

2.9.5 Raw Obstacle Data Collection

The Consultant will complete raw obstacle data collection off the ends of each runway. **The horizontal extents of the TERPS 40:1 Surface will serve as the limits for the raw obstacle collection. Within the first 10,000 feet of the TERPS 40:1 surface, the Consultant will collect manmade and natural objects with no regards to penetration value.** For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the dense area. A 100-foot grid will be applied to the defined limit and the highest vegetation point within each grid-sector will be collected.

2.9.6 Other Surfaces

Include the applicable PAPI obstacle clearance surface (OCS) and light signal clearance surface (LSCS) for all PAPI's on Airport property.

TASK 3 GIS/MAPPING ATTRIBUTION AIRPORT DATA INFORMATION PORTAL UPLOAD

In addition to generating mapping data in AutoCAD format, all collected data will be edited and formatted in the appropriate FAA ADIP/AGIS format. In terms of GIS attributes, the Consultant will be responsible for populating geospatial-related and/or critical attributes required for upload. The final AGIS file created by the Consultant will include both Safety-Critical and Non-Safety-Critical data including:

- Safety-Critical
 - Airport Airspace Analysis Data (Obstructions)
 - Runway Survey Data
 - NAVAID Survey Data

- Non-Safety-Critical
 - Planimetric Data
 - Topographic Data

Final GIS data will meet the following specifications:

- GIS Data Model - FAA AGIS (AC 150/5300-18B, Chapter 5)
- GIS Delivery Format - ArcGIS Shapefile

TASK 4 REPORTS AND SUBMITTALS

All project plans, reports (including the Final Report), and submittals will be reviewed by the Consultant and the Airport PM prior to submittal or upload to ADIP/AGIS.

SUMMARY OF DELIVERABLES

- Statement of Work, Imagery Plan, and Survey and Quality Control Plan
- Imagery Data
- Surveys
- Final Report
- Aerial Photogrammetric Base mapping
- Digital Terrain Map (topographical contours in 2 -foot intervals)
- Rectified Orthophotos
- Obstruction Data

SUMMARY OF EXCLUSIONS

- Obstacle action plan
- GIS data attribution beyond minimum required for ADIP/AGIS upload
- Security background checks and/or SIDA training and badging for survey team
- Utility surveys
- Tree flagging for clearing purposes
- Property and/or right-of-way surveys
- Subdivision design
- Easement preparation
- Construction layout
- Hydrographic studies
- GIS consulting services

ATTEST:

Printed Name: _____
Title: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

AVCON

By: _____
Printed Name: _____
Title: _____

CITY OF DELAND

By: _____
Christopher M. Cloudman,
Commissioner - Mayor

Date: _____



ATTACHMENT A - HOUR AND FEE PROPOSAL
AERIAL SURVEY AND MAPPING - PLANNING PHASE SERVICES
DELAND MUNICIPAL AIRPORT

05/03/2024

TASK	DESCRIPTION	Principal			Sr. Project Manager			Sr. Engineer / Planner			Engineer / Planner			Sr. CAD Design			Admin			Labor			Subconsultant Cost	
		Rate/Hour: \$	240	Cost	Rate/Hour: \$	220	Cost	Rate/Hour: \$	142	Cost	Rate/Hour: \$	82	Cost	Rate/Hour: \$	89	Cost	Rate/Hour: \$	65	Cost	Hours	Cost			
1	Prepare Project Plans and Survey Coordination					8	\$ 1,760	16	\$ 2,272											24	\$ 4,032	\$ 1,900		
2	Photogrammetry and Surveys					4	\$ 880	16	\$ 2,272											20	\$ 3,152	\$ 111,900		
3	GIS Mapping Attribution and ADIP Upload					4	\$ 880	8	\$ 1,136											12	\$ 2,016	\$ 26,300		
4	Reports and Submittals	8	\$ 1,920			4	\$ 880	4	\$ 568											16	\$ 3,368	\$ 2,500		
	Subtotal	8	\$ 1,920			20	\$ 4,400	44	\$ 6,248	0	\$ -			0	\$ -		0	\$ -		72	\$ 12,568	\$ 142,600		
	Total	8	\$ 1,920			20	\$ 4,400	44	\$ 6,248	0	\$ -			0	\$ -		0	\$ -		72	\$ 12,568	\$ 142,600		
																						Total Project Fee		\$ 155,168

Attachment “B”

Scope of Services

DeLand Municipal Airport-Sidney H Taylor Field (DED) ALP/Instrument Procedure Development Survey

Submitted to:

AVCON

Submitted by:

Woolpert, Inc.
11301 Carmel Commons Blvd., Suite 300
Charlotte, NC 28226

SCOPE OF SERVICES

18B COMPLIANT AIRPORT LAYOUT PLAN/INSTRUMENT PROCEDURE DEVELOPMENT SURVEY

DeLand Municipal Airport-Sidney H Taylor Field (DED), DeLand, Florida

Overview

Woolpert understands that AVCON is preparing a Master Plan and ALP for DeLand Municipal Airport-Sidney H Taylor Field and the FAA requires an aeronautical survey that meets or exceeds the standards outlined in the FAA Advisory Circulars 150/5300-16A, -17C and -18B, and ARP SOP 2.00. The survey specifications utilized will adhere to the requirements for Airport Layout Plan/Instrument Procedure Development Surveys for Runways with Vertical Guidance.

TASK 1: AERIAL SURVEY AND MAPPING

Woolpert will provide photogrammetry and mapping services in support of an ALP update. The main objective of this effort will be to fulfill the data-collection requirements for updating the ALP drawing set and submission to the FAA through its Airport Data and Information Portal (ADIP). This proposal also includes tasks required to comply with FAA Airports survey program standards. All survey and photogrammetry work will be accomplished in accordance with the following FAA Advisory Circulars (ACs):

AC 150/5300-16B: General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

AC 150/5300-17C: Standards for Using Remote Sensing Technologies in Airport Surveys

AC 150/5300-18B: General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

The objective for this task is to collect and submit safety critical data for the Airport in a format that is recognized by FAA. Base-mapping (planimetric & topographic data) collected in support of the ALP update will be formatted and submitted to the ADIP. This task will also include an Airport Airspace Analysis for the existing runway system, a navigational aid (NAVAID) inventory and survey, a runway ends/thresholds and profiles survey, and the collection (through remote sensing)

of planimetric and topographic data. Woolpert will fulfill the data collection, formatting, delivery, and process requirements of the FAA Airports GIS (AGIS)/ADIP program.

In general, Woolpert's approach to fulfilling the AGIS/ADIP requirements will consist in completing the tasks outlined in Table 2-1 (Survey Requirements Matrix) of FAA AC 150/5300-18B, in the column noted "Airport Layout Plan". Woolpert will be responsible for coordinating and submitting AGIS/ADIP deliverables to the FAA.

Prepare Project Plans and Survey Coordination

This task includes the development, submission, and approval of the "Statement of Work" for the project through the FAA ADO and FAA AGIS/ADIP portal. Woolpert will also develop, submit, and obtain the approval of the "Imagery/Remote Sensing Plan" and the "Survey & Quality Control Plan" required by the FAA through the portal.

Photogrammetry and Surveys

The following includes the various survey subtasks required.

Validate PACS/SACS and Geodetic Control

There is currently one Primary Airport Control Station (PACS) monument published in the National Geodetic Survey (NGS) database for the Airport. Query of the database did not find any Secondary Airport Control Station (SACS) monuments. Woolpert will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS) in accordance with AC 150/5300-16B. It is likely that Woolpert will have to establish temporary geodetic control points as at least one PACS and two SACS are required. Also, if the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful, Woolpert will also have to establish temporary geodetic control points. Geodetic data will be tied to the NSRS using the latest published adjustment. **Table 1-1** summarizes the existing PACS & SACS locations found during scoping investigation.

TABLE 1-1 EXISTING PACS AND SACS

STATION TYPE	DESIGNATION	PID	LATITUDE	LONGITUDE
PACS	DELAPORT	AQ2643	29° 03' 54.64807" N	81° 17' 01.94166" W

Source: <https://www.ngs.noaa.gov/AERO/aero.html>, accessed September 21, 2023.

Survey Imagery Photo Control

Photo-identifiable features will be selected and surveyed for use as imagery ground control. Imagery control will be surveyed (properly tied to NSRS) and documented in accordance with AC 150/5300-17C and FAA AGIS requirements. Ground control data and documentation will be submitted to FAA AGIS along with the aerial photography Acquisition Report. It is anticipated that approximately 18 imagery control points will be required, along with 5 independent Online Positioning User System (OPUS) checkpoints.

Acquire Aerial Imagery

New color aerial imagery will be captured utilizing a digital photogrammetric camera for all areas defined in the Project Area Definition section of the proposal found within Appendix A. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C. The aerial imagery acquisition flight mission will consist of one "block" of imagery, collected to the following specifications:

- ➔ 0.5' GSD imagery covering the entire 18B Vertically guided Obstacle Identification Surfaces

Imagery Purpose/Use: This imagery will be utilized for all photogrammetric data extraction, including airfield planimetric/topographic mapping and AGIS/Part 77/TSS Airport Airspace Analysis. 0.50-foot Ground Sampling Distance (GSD) orthophotos will be generated from this imagery.

Upon completion of the flight mission, the imagery will be reviewed through in-house quality assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models.

Orthophoto Production

Digital orthophotos will be produced to meet the project's needs and to comply with the requirements of the FAA AGIS/ADIP and AC 150/5300-17C. One set of ortho imagery will be produced covering the extents of the survey as illustrated in Appendix A and meeting a GSD resolution of 0.50 feet.

Runway Surveys

Surveyors will accomplish field-survey of each runway. Survey tasks will include a survey of runway endpoints, displaced thresholds, and runway profiles for both existing and proposed future runway ends (if known). For each runway endpoint and displaced threshold, a monument will be set (or recovered), surveyed, and documented **in accordance with the strict requirements of AC-150/5300-18B**. Since DED is a CFR Part 91 airport, runway-centerline-profiles will be surveyed at 50-foot intervals along the runway centerline. Multiple passes in opposite directions will be accomplished of the entire runway length for quality assurance purposes. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by Woolpert and reported in the FAA AGIS deliverable.

The following summarizes the runway surveys anticipated.

Note: No runway extensions are anticipated at this time;

Runway 5-23 centerline profile at 50-foot intervals

Runway 5 existing end

Runway 23 existing end

Runway 12-30 centerline profile at 50-foot intervals

Runway 12 existing end

Runway 30 existing end

Navigational Aid Surveys

Surveyors will accomplish field-survey of existing NAVAIDs that are located within the Airport's property boundary. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be formatted by Woolpert and reported in the FAA Airports-GIS deliverable.

Woolpert will locate all NAVAIDS associated with the airport within a 5 mile radius.

The following NAVAIDs are anticipated to be included in this survey:

Runway End Identifier Lights

Runway 12

Runway 30

Visual Glide Slope Indicators (VGSI)

Runway 5 Precision Approach Path Indicator (PAPI)

Runway 23 PAPI

Runway 12 PAPI

Runway 30 PAPI

Airport Rotating Beacon (APBN)

AWOS

Planimetric and Topographic Mapping

Utilizing the aero-triangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within the mapping area as illustrated in Appendix B. The mapping data will be compiled meeting the following specifications:

Planimetric data scale: 1 inch = 100 feet

Topographic data scale: 2-foot contour intervals

Airport Airspace Analysis/Obstruction Surveys

This section summarizes the various subtasks associated with the airport airspace analysis and obstruction surveys.

Advisory Circular 150/5300-18B Vertically Guided/Non-Vertically Guided Survey

An airport airspace analysis (AAA) will be performed in accordance with AC 150/5300-18B, Table 2-1 for projects involving ALP updates. The AAA will meet the following specifications:

Runway 5-23: Vertically Guided

Localizer Performance with Vertical Guidance (LPV) approach to both runway ends with greater than $\frac{3}{4}$ statute mile visibility minimums

Runway 12-30: Vertically Guided

Runway 12: LPV approach with greater than $\frac{3}{4}$ statute mile visibility minimums

Runway 30: LNAV approach with greater than $\frac{3}{4}$ statute mile visibility minimums

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 Airport Data Features.

14 CFR Part 77

A FAR Part 77 Obstruction Survey will be performed in support of the ALP Update. Using the digital stereo imagery, the prescribed Part 77 surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces and within ten feet of penetrating the surface. The Part 77 Survey will meet the following specifications:

Runway 5: Non-precision Instrument Runway (C-34:1)

Runway 23: Non-precision Instrument Runway (C-34:1)

Runway 12: Non-precision Instrument Runway (C-34:1)

Runway 30: Non-precision Instrument Runway (C-34:1)

TERPS Runway Approach and Departure Surfaces

Using the digital stereo imagery, the prescribed TERPS runway approach (formerly threshold siting surface) and departure obstruction identification surfaces (OIS) will be examined and analyzed to identify natural and manmade objects penetrating the surfaces and within ten feet of penetrating the surfaces. TERPS approach and departure OIS survey will meet the following specifications:

All Runway Ends: TERPS 40:1 Departure Surface

Runway 5, Runway 23, and Runway 12 TERPS approach surface: Surface Type 5 and Type 6

Runway 30 TERPS approach surface: Surface Type 4

Table 1-2 summarizes the AAA/obstruction surveys for DED as part of this SOW.

TABLE 1-2 AIRPORT AIRSPACE ANALYSIS OBSTRUCTION SURVEY BY RUNWAY END

Runway End	AC 18B Surface	Part 77 Surface	TERPS Runway Approach Surface ¹	TERPS Departure Surface
5	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
23	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
12	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 5: (> ¾ vis. 20:1) Type 6: 30:1	Yes (40:1)
30	Vertically Guided (VG)	Non-precision Instrument Runway (C-34:1)	Type 4: (> ¾ vis. 20:1)	Yes (40:1)

Vis. – statute miles of visibility

Note: 1. Formerly known as the Threshold Siting Surface

14 CFR Part 77 Collection Criteria

The OIS, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Using the 3D imagery, Woolpert will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom script processes to produce a final dataset.

Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

A single X-Y-Z point will be collected/analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the center or middle.

If a large group of trees or terrain (obstruction area) is found to penetrate a surface, representative selection criteria will be used. In this case, the obstruction area will be outlined with a bounding polygon to represent the horizontal extents of the area. A grid will then be overlaid on the area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside 10,000 feet of the approach surface and within the conical surface, 500-foot grid spacing will be used.

Raw Obstacle Data Collection

Woolpert will complete raw obstacle data collection off the ends of each runway. **The horizontal extents of the TERPS 40:1 Surface will serve as the limits for the raw obstacle collection. Within the first 10,000 feet of the TERPS 40:1 surface, Woolpert will collect manmade and natural objects with no regards to penetration value.** For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the dense area. A 100-foot grid will be applied to the defined limit and the highest vegetation point within each grid-sector will be collected.

Other surfaces

Include the applicable PAPI obstacle clearance surface (OCS) and light signal clearance surface (LSCS) for all PAPI's on Airport property.

GIS/Mapping Attribution Airport Data Information Portal Upload

In addition to generating mapping data in AutoCAD format, all collected data will be edited and formatted in the appropriate FAA ADIP/AGIS format. In terms of GIS attributes, Woolpert will be responsible for populating geospatial-related and/or critical attributes required for upload. The final AGIS file created by Woolpert will include both Safety-Critical and Non-Safety-Critical data including:

Safety-Critical

Airport Airspace Analysis Data (Obstructions)

Runway Survey Data

NAVAID Survey Data

Non-Safety-Critical

Planimetric Data

Topographic Data

Final GIS data will meet the following specifications:

GIS Data Model - FAA AGIS (AC 150/5300-18B, Chapter 5)

GIS Delivery Format - ArcGIS Shapefile

Reports and Submittals

All project plans, reports (including the Final Report), and submittals will be reviewed by Woolpert and the Airport PM prior to submittal or upload to ADIP/AGIS.

Summary of Task 1 Deliverables

Statement of Work, Imagery Plan, and Survey and Quality Control Plan

Imagery Data

Surveys

Final Report

Aerial Photogrammetric Base mapping

Digital Terrain Map (topographical contours in 2 -foot intervals)

Rectified Orthophotos

Obstruction Data

Summary of Task 1 Exclusions

Obstacle action plan

GIS data attribution beyond minimum required for ADIP/AGIS upload

Security background checks and/or SIDA training and badging for survey team

Utility surveys

Tree flagging for clearing purposes

Property and/or right-of-way surveys

Subdivision design

Easement preparation

Construction layout

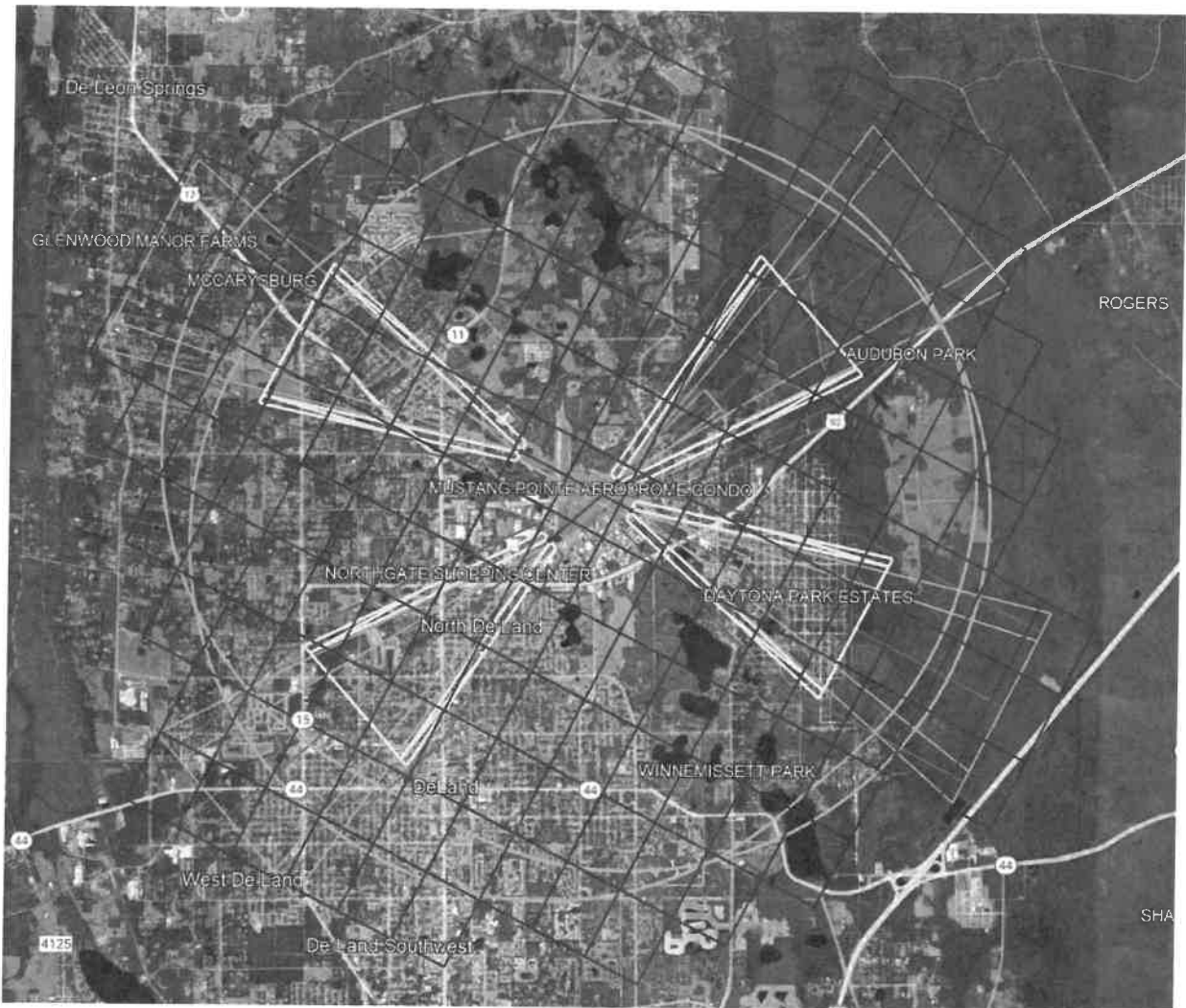
Hydrographic studies

GIS consulting services

LUMP SUM FEE: 18B COMPLIANT AIRPORT LAYOUT PLAN/INSTRUMENT PROCEDURE DEVELOPMENT SURVEY

DED Fee Estimates	
Task Description	Fee Estimate
Preparations and Communications	\$1,900.00
Geodetic Control, Photo Control and Airside Survey	\$11,100.00
Aerial Photography Acquisition, Analytic Triangulation	\$14,900.00
Photogrammetric Obstruction Analysis	\$24,700.00
Topographic and Planimetric Mapping	\$49,850.00
Progress Reporting, Deliverables and Final Project Report	\$26,300.00
Ortho Imagery	\$11,350.00
Reimbursable Expenses	\$2,500.00
Lump Sum Fee –Airport Layout Plan/ Instrument Procedure Development Survey for DED =	\$142,600.00

APPENDIX A – 0.5' GSD IMAGERY LIMITS



APPENDIX B – 1"=100' MAPPING LIMITS (WITH 2' CONTOURS)



APPENDIX C – AC-150/5300-18B – TABLE 2-1

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Comments
Required Tasks V			
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	Only a PACS Exists Establish TSM's per AC 150/5300-16B
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	
Identify and survey any displaced threshold(s)	150/5300-18	•	
Monument displaced threshold(s)	150/5300-18	•	
Document displaced threshold(s) location	150/5300-18	•	
Determine or validate runway length	150/5300-18	•	
Determine or validate runway width	150/5300-18	•	
Determine runway profile using 50 foot stations	150/5300-18	•	
Determine runway profile using 10 foot stations	150/5300-18	•	N/A
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•	
Determine and document the horizontal extents of any Stopways	150/5300-18	•	
Determine any Stopway profiles	150/5300-18	•	
Determine if the runway has an associated clearway	150/5300-18	•	
Survey clearway to determine objects penetrating the slope	150/5300-18	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18	•	
Determine runway true azimuth	150/5300-18	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	•	
Determine potential navigational aid screening objects	150/5300-18	•	
Collect and document VOR receiver checkpoint location and associated data	150/5300-18	•	
Perform or validate and document an airport airspace analysis	150/5300-18	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	N/A
Collect or validate and document airport planimetric data	150/5300-18	•	For mapping limits only
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•	N/A
Perform or validate a topographic survey	150/5300-18	•	For mapping limits only
Collect and document runway and taxiway lighting	150/5300-18	•	
Collect and document parking stand coordinates	150/5300-18	•	N/A
Collect cultural and natural features of landmark value	150/5300-18	•	
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•	
Determine all Land Use to 65 DNL contour	150/5300-18	•	To be provided by others
Document features requiring digital photographs	150/5300-18	•	
Document features requiring sketches	150/5300-18	•	
Collect position and type of runway markings	150/5300-18	•	
Collect position and type taxiway markings	150/5300-18	•	
Locate, collect, and document photo ID points	150/5300-17	•	
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•	To be provided by others
Collect imagery	150/5300-17	•	
Provide a final Project Report	150/5300-16/18	•	

APPENDIX D – FEATURE CLASSES TO BE DELIVERED

Safety Critical				
	Ac 150/5300- 18b Section Number	Features	On Airport	Off Airport
1	5.8.	AirportControlPoints	X	X
2	5.8.9.	CoordinateGridArea	X	X
3	5.4.19.	MarkingArea (Runway only)	X	
4	5.4.20.	MarkingLine (Runway only)	X	
5	5.10.	Navaidequipment	X	X
6	5.5.2.	Obstacle	X	X
7	5.5.3.	ObstructionArea	X	X
8	5.5.4.	ObstructionIDSurface	X	X
9	5.4.22.	Runway	X	
10	5.4.25.	RunwayBlastPad	X	
11	5.4.8.	RunwayCenterline	X	
12	5.4.12.	RunwayElement	X	
13	5.4.26.	RunwayEnd	X	
14	5.4.9.	RunwayHelipadDesignSurfaces	X	X
15	5.4.10.	RunwayIntersection	X	
16	5.4.27.	RunwayLabel	X	
17	5.4.11.	RunwayLAHSO	N/A	
18	5.4.18.	TouchDownLiftOff	X	

Non-Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.4.4.	AirfieldLight	X	
2	5.4.15.	AirportSign	X	
3	5.4.1.	AircraftGateStand	N/A	
4	5.4.2.	AircraftNonMovementArea	X	
5	5.4.16.	Apron	X	
6	5.4.5.	ArrestingGear	N/A	
7	5.13.1.	Bridge	X	X
8	5.9.1.	Building	X	X
9	5.13.2.	DrivewayArea	X	
10	5.13.3.	DrivewayCenterline	X	
11	5.8.10.	ElevationContour	X	X
12	5.9.4.	Fence	X	
13	5.9.5.	Gate	X	
14	5.8.11.	ImageArea	X	X
15	5.5.1.	LandmarkSegment	X	X
16	5.4.19.	MarkingArea (Off Runway)	X	
17	5.4.20.	MarkingLine (Off Runway)	X	
18	5.4.21.	MovementArea	Xa	
19	5.13.4.	ParkingLot	X	X
20	5.4.7.	PassengerLoadingBridge	N/A	
21	5.13.5.	RailroadCenterline	N/A	X
22	5.13.6.	RailroadYard	N/A	X
23	5.13.7.	RoadCenterline	X	X
24	5.13.8.	RoadPoint	X	X
25	5.13.9.	RoadSegment	X	X
26	5.4.24.	RunwayArrestingArea	N/A	
27	5.7.11.	Shoreline	X	X
28	5.4.29.	Shoulder	X	
29	5.6.10.	State	X	X
30	5.14.1.	TankSite	X	
31	5.4.31.	TaxiwayElement	X	
32	5.4.14.	Taxiwayholdingposition	X	
33	5.4.30.	TaxiwayIntersection	X	
34	5.9.6.	Tower	N/A	X
35	5.7.12.	Wetland (no official delineation)	X	
36	5.7.5.	Forest Stand Area	X	X

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award No.455152-1-94-01 for LED Lighting and Sign Upgrades Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , EXHIBIT A-Agreement

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

Our existing airfield signage currently utilize incandescent bulbs, which are becoming increasingly harder to get because of energy efficiency mandates. The sign manufacturers have developed retrofit kits which can be installed by airport staff to upgrade the signs to LED. Pursuant to applications made by staff and our consultant, AVCON, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$49,200) of the costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of \$49,020 or 80% in FDOT funding, with remaining funds \$12,300 or 20% to be provided by the Airport Fund budget. This project is currently unbudgeted and will be included in a future budget amendment to be presented to the City Commission for approval. City's funding for this project will be reallocated from budgeted survey services.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The LED conversion kits between about 8-10 weeks to build. Once the kits are ready, City staff will install the LED light kits on the airfield.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 455152-1-94-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide 80% funding for the LED Lighting and Sign Upgrades at DeLand Municipal Airport; and

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

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

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

Section 1. The City Commission hereby sets aside the additional amount of \$12,300 to pay for its share (20%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 4th day of September 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) 455152-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55052000531
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000307028
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in LED Lighting and Sign Upgrade at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$61,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$49,200 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): In order to meet new energy efficient mandates that have banned the reproduction and sale of halogen bulbs that are scarcely available, an LED retrofit kit is required without the need to replace the entire runway closure markers (RCM) and airfield signage.

This project consists of upgrading the halogen/incandescent fixtures for the Runway Closure Markers (RCM) to LED lighting. This project also consists of upgrading airfield signage LED lighting kits.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase Electrical Equipment (Initial Cost and Installation Only/Not Operations Costs or Fees): As required by 215.971, F.S., this scope of work includes but is not limited to permitting, purchase, delivery, testing, and commissioning of said equipment. Site preparation, if any, (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission new pieces of equipment. The Sponsor will comply with Aviation Program Assurances.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

DeLand Radio
Control Club

Sperling Sports Complex

MUSTANG POINTE
AERODROME
CONDO

East Coast Aircraft
Paint & Interior

Flex Aer
Painting

Skydive DeLand, Inc

DeLand
Municipal Airport

Tri County Met

Technetics

DELAND
MUNICIPAL
AIRPORT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455152-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$49,200.00
455152-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$12,300.00
Total Financial Assistance							\$61,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$49,200.00	\$12,300.00	\$0.00	\$61,500.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$49,200.00	\$12,300.00	\$0.00	\$61,500.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Joseph A Jerkins

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$49,200

*The award amount may change with amendments

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

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

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

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

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Authorizing Sole Source Purchase, Ferguson Water Works, Inc., FY 2024-2025.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Resolution, Exhibit A-Agreement, City of Deland - Neptune 2025 Sole Source Letter

APPROVED BY: Michael Pleus, City Manager, August 28, 2024

SUMMARY/HIGHLIGHT:

In order to provide compatibility with our radio read and cellular meter systems, the City must purchase Neptune meters for new customers and replacements. Neptune Technology Group, Inc. has provided a sole source letter stating Ferguson Water Works, Inc. is the only authorized Neptune distributor for sales, service and warranty of Neptune water products in the State of Florida. In September 2023 the City Commission approved a Resolution to waive the competitive process and authorize staff to purchase Neptune meters from Sunstate meter and Supply, Inc. through the period ending September 30, 2024. Ferguson Water Works, Inc. has provided the pricing effective October 1, 2024 through September 30, 2025.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The majority of the meters ordered are 5/8"x 3/4" T10 Proread gallon meters; however, the other sizes of meters will be purchased as well. Included in the FY 2024-2025 budget is \$165,000 for water meter upgrades, \$517,500 for new meter installations and \$517,500 to continue the City-wide meter replacement program.

RECOMMENDATION:

It is recommended that the City Commission approve a resolution authorizing the sole source purchase of Neptune radio read water meters and other various software and parts from Ferguson Water Works, Inc.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AUTHORIZE THE SOLE SOURCE PURCHASE OF WATER METERS AND OTHER VARIOUS METER SOFTWARE AND PARTS FROM FERGUSON WATERWORKS METER & AUTOMATION GROUP, FOR FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Ferguson Waterworks Meter & Automation Group, is the only authorized Neptune water meter, parts, and service distributor for the State of Florida and has provided equipment, parts, and services to the City of DeLand; and

WHEREAS, in order to ensure compatibility with the existing radio reading equipment, staff has determined that it is necessary to continue purchasing Neptune water meters and other various software and parts for the fiscal year 2024-2025 from Ferguson Waterworks Meter & Automation Group.

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

Section 1. The City Commission hereby acknowledges that Ferguson Waterworks Meter & Automation Group, is the only authorized distributor of Neptune water meters, parts, and service for the State of Florida.

Section 2. The City Commission hereby agrees to waive the competitive process and authorizes the single source purchase of Neptune water meters and other various meter software and parts from Ferguson Waterworks Meter & Automation Group, for fiscal year 2024-2025.

Section 3. Ferguson Waterworks Meter & Automation Group, agrees to the unit prices attached hereto as Exhibit A through September 30, 2025.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of September, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

July 1, 2024

Ms. Brandi Weaver
Customer Service Manager
City of DeLand
120 S. Florida Ave.
DeLand, FL 32720-5422

RE: NEPTUNE PRODUCTS PRICNG FISCAL YEAR 2024-2025 (10/1/2024 – 9/30/2025)

Dear Ms. Weaver,

Listed below are the prices that you have requested:

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 Pit Gallon R900i Enhanced Water Meter	\$254.50
Neptune, 5/8"x3/4" T10 Double Check R900i Enhanced Water Meter	\$415.00
Neptune, 1" T10 Pit Gallon R900i Enhanced Water Meter	\$361.00
Neptune, 5/8"x3/4" Mach 10 R900i Water Meter	\$334.50
Neptune, 1" Mach 10 R900i Water Meter	\$412.00
Neptune, 1 1/2" Mach 10 R900i Water Meter	\$867.25
Neptune, 2" Mach 10 R900i Water Meter	\$1,156.00
Neptune, 3" Mach 10 R900i Water Meter - 12" LL	\$3,263.00
17" LL	\$3,344.50
Neptune, 4" Mach 10 R900i Water Meter - 14" LL	\$4,129.50
20" LL	\$4,234.50
Neptune, 6" Mach 10 R900i Water Meter - 18" LL	\$6,913.00
24" LL	\$7,082.50
Neptune, 8" Mach 10 R900i Water Meter - 20" LL	\$10,924.00
Neptune, 10" Mach 10 R900i Water Meter - 26" LL	\$13,608.00
Neptune, 12" Mach 10 R900i Water Meter - 19.7" LL	\$15,598.00
Neptune, 3" Bronze Meter Strainer	\$1,002.50
Neptune, 4" Bronze Meter Strainer	\$1,843.00

Neptune, 6" Bronze Meter Strainer	\$2,630.25
Neptune, 8" Bronze Meter Strainer	\$4,400.00
Neptune, 4" Stainless Steel UL-FM Basket Strainer	\$6,670.00
Neptune, 6" Stainless Steel UL-FM Basket Strainer	\$9,173.50
Neptune, 8" Stainless Steel UL-FM Basket Strainer	\$13,778.75
Neptune, 10" Stainless Steel UL-FM Basket Strainer	\$17,377.50
Neptune, 3" Strainer Acc. Kit	\$30.00
Neptune, 4" Strainer Acc. Kit	\$57.50
Neptune, 6" Strainer Acc. Kit	\$133.00
Neptune, 8" Strainer Acc. Kit	\$156.00
Neptune, 10" Strainer Acc. Kit	\$202.00
Neptune, R900 Pit Antenna Only	\$43.50
Neptune, R900i Enhanced Digital Pit Gallon Register	\$205.50
Neptune, ProCoder Wired Pit Gallon Register	\$96.25
Neptune, Cellular Wall Endpoint	\$154.50
Neptune, Cellular Pit Endpoint With Internal Antenna	\$163.25
Neptune, Cellular Pit Endpoint With External Antenna	\$192.25
Neptune, Belt Clip Transceiver	\$6,000.00
Neptune, MRX920 Version 4 Mobile Data Collector (less laptop)	\$11,525.00
Neptune, 360 ADV. AMR Set-Up Fee (one-time)	\$1,716.67
Neptune, 360 ADV. AMI Set-Up Fee (one-time)	\$3,700.00
Neptune 360 On-Site Training (8 Hours)	\$1,716.67
<u>Neptune 360 SaaS Platform (AMR) Annual Subscription</u> 20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$0.82

<u>Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription</u> 20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$6.73
Price Adder Upgrade Any R900i to R900i Cellular - <i>When Available</i>	\$45.25

Any Meter or Register listed above available with "Reclaimed" trim option at No Charge.

Freight: Allowed

Payment Terms: Net 30 Days/ Check or ACH Payment only

Payment Discount: 1% discount/ Net 10 days ACH Payment only

Pricing Term: 10/1/2024 – 9/30/2025

It is the intent of Ferguson to honor the pricing for the term noted. However, due to current supply chain issues and economic conditions, Neptune Technology Group, Inc. may update pricing prior to the end of this term. Ferguson will contact the City of DeLand if this occurs to negotiate any possible price adjustments at that time.

I hope that this quotation meets with your approval. If you have any questions, please do not hesitate to give me a call.

Respectfully submitted,

Jarad Olson

Outside Meter Sales

Ferguson Waterworks

Meter & Automation Group

14001 W. Newberry Road

Newberry, FL 32669

Email: Jarad.Olson@Ferguson.com

Phone: (352) 504-1601



August 7, 2024

Brandi Weaver
City of Deland

Dear Ms. Weaver,

Please note that Ferguson Water Works., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matt Finch
Territory Manager
Neptune Technology Group, Inc.

CITY OF DELAND
Request for Commission Action
September 4, 2024

SUBJECT: Resolution Approving the Fee Schedule at the DeLand Municipal Airport.(Cont'd from 08-19-24).

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: 36V1926-Airport Landing Fees - Revised Sept 3 2024, 36S789603-Airport Landing Fees Resolution - revised Sept 3 2024 - REDLINED, KDED Communications Plan

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

Landing fees will be billed at a rate of \$3.00 per thousand pounds of aircraft maximum landing weight. This same rate structure is being adopted by other central Florida airports which are implementing landing fees. For the average single-engine aircraft, the fee would be \$6.00 per landing.

In order to advise the flying public that we will be charging landing fees at DeLand Municipal Airport, Vector Airport Systems will commence an information campaign to all aircraft operators, flight schools, pilots and all relevant aviation websites, as well as sending physical placards to post at local FBOs and airports. A copy of the Landing Fees Communication Plan is attached to this RCA.

Airport staff plans to contract with Vector Airport Systems, which uses a proprietary system they call PLANEPASS, which is a purpose-built aircraft billing solution for billing and accounts receivable management, to bill and collect landing fees at the airport. Vector's PLANEPASS® team will bill and manage all payments for DeLand's landing fees incurred October 1, 2024, and thereafter. The resolution authorizes the City Manager to execute the contract with Vector, which will retain 17.6% of the amount that it collects from landing fees at the airport as payment for its services. The attached resolution authorizes the City Manager to execute the contract with Vector once the form is approved by the City Attorney.

Once landing fees are implemented, those aircraft in good standing who are making a financial contribution to DeLand Airport in the form of ground leases, hangar rental, aircraft tie-down fees, etc. will be exempt from the landing fees. All exempt aircraft must be registered with DeLand Airport office. Federal and state aircraft will also be exempt. In addition, the resolution has been revised to provide that planes that have at least one passenger who patronizes a restaurant located on the airport or the FBO can have their landing fee for that visit waived via a voucher. Similar to a parking validation. Vector indicated that they have made this accommodation for many airports.

In preparation for this meeting, staff directly contacted the Airport Restaurant and Gin Mill, Skydive DeLand and the Perfect Spot, the FBO DeLand Aviation, and Cloud Dancer Aviation. Here is a brief summary of those conversations. The Airport Restaurant indicated that their customers are mostly non-pilots, and it would be a burden for them to have to deal with vouchers for the few pilots that may come to their restaurant. Skydive DeLand and Restaurant, conversely, does have pilots and would appreciate the voucher program and is more than willing to provide airport staff with the information needed each month to exempt aircraft. The FBO was less enthusiastic about it but would work with us as things progress. Part of their issue is self-service fuel. Since they don't interact with the customer, it may be hard to give them a voucher. However, they would

work with us the best they can to offer vouchers to their patrons. Cloud Dancer still remains opposed to the fees as it will make flight training more expensive everywhere.

The DeLand Airport office can determine who is exempt from landing fees and can also waive landing fees in the case of emergencies such as natural disasters or if a special event is being held at the airport.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Projected revenue to the Airport Enterprise Fund is approximately \$200,000 per year.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposed Resolution landing fees for DeLand Municipal Airport.

BACKGROUND/DISCUSSION:

The cost to maintain DeLand Airport has been escalating with the DeLand based aircraft and businesses carrying the majority of the expense of maintaining the airport. There are a lot of transient aircraft using the DeLand Airport and contribute nothing financially to use our airport. By implementing landing fees for transient aircraft, they will be able to contribute their fair share to maintaining our airport.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE FEE SCHEDULE FOR AIRPORT LANDING FEES IN ACCORDANCE WITH THE AUTHORITY IMPLEMENTED IN ORDINANCE 2024-37; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, the City Commission of DeLand desires to approve the airport landing fees pursuant to Ordinance 2024-37; and

WHEREAS, currently there are no fees for aircraft to land at the DeLand Municipal Airport; and

WHEREAS, approximately 75% of all aircraft using the DeLand Municipal Airport are not based at the airport, the owners of those aircraft do not lease any land or other facilities from the airport, nor otherwise make any direct payments to the airport which can be used for the operation and maintenance of the airport and its facilities; and

WHEREAS, the establishment of fees is necessary to support the operations of the DeLand Municipal Airport in support of the self-sustaining principle established by the Federal Aviation Administration; and

WHEREAS, the City Commission of City of DeLand finds that the adoption of this Resolution is in the best interest of its citizens and the general public.

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

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Landing Fees for Aircraft at DeLand Municipal Airport

(a) The City Commission hereby authorizes and directs fees to be collected in accordance with the provisions of Ordinance 2024-37 of the City of DeLand, Florida relating to airport landing fees.

(b) Fees in this section must be paid by owners or operators of all civil aviation aircraft landing at DeLand Municipal Airport or using DeLand Municipal Airport facilities for landing aircraft.

(c) For each scheduled or non-scheduled landing, an owner or operator of a civil aviation aircraft which does not meet any of the exemptions listed below shall pay to the city a fee of \$3.00 per 1,000 pounds of certified gross landing weight, rounded to the nearest 1,000 pounds. The Airport Manager shall, from time to time as appropriate, review the fee and make a recommendation to the city commission if the Airport Manager determines the fee should be amended.

(d) The following aircraft are exempt from the airport landing fees set forth in this resolution:

1. Aircraft based at the DeLand Municipal Airport. Based aircraft are those that have an agreement to be hangered or tied-down at the airport or at a business located on a parcel leased from the City of DeLand at the airport.

2. Aircraft which, according to the FAA Registry, are owned by the United States or any agency thereof, the State of Florida or any agency thereof, and any law enforcement agency; and any aircraft of the U.S. Armed Forces.

3. Aircraft which have landed at the airport for the purpose of, and which have received, services to the said aircraft at a business located within the airport's aircraft operations area and which business is operating on a parcel leased from the City of DeLand and which otherwise complies with the airport minimum standards for such business.

4. Aircraft which have at least one pilot or passenger who has purchased food, goods or services at one of the restaurants or the FBO which operate on parcels of land leased from the City of DeLand. The patron must provide the plane's tail number to personnel at the restaurant or FBO at the time of patronizing the establishment.

(e) The Airport Manager is vested with the authority to discontinue collection of landing fees during times of emergency and during scheduled special events at the airport.

(f) The Airport Manager is vested with the authority to implement the required process for collecting airport landing fees and for coordinating with the airport restaurants, FBO and aircraft maintenance businesses to coordinate the process for waiving landing fees for aircraft referenced in Section (d)3 & 4 of this Resolution. Such actions are deemed to be in the best interest of the DeLand Municipal Airport. The City Manager is authorized to execute a contract with a vendor for the purpose of collecting the landing fees set forth herein, so long as such contract is procured in accordance with the City's purchasing policies and is in a form acceptable to the City Attorney.

(g) This Resolution shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission or until otherwise repealed or modified.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to the implementation of fees and charges collected relative to airport landing fees or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its passage, but the rates set forth herein shall take effect on October 1, 2024.

PASSED AND DULY ADOPTED this ____ day of September, 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

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE FEE SCHEDULE FOR AIRPORT LANDING FEES IN ACCORDANCE WITH THE AUTHORITY IMPLEMENTED IN ORDINANCE 2024-37; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, the City Commission of DeLand desires to approve the airport landing fees pursuant to Ordinance 2024-37; and

WHEREAS, currently there are no fees for aircraft to land at the DeLand Municipal Airport; and

WHEREAS, approximately 75% of all aircraft using the DeLand Municipal Airport are not based at the airport, the owners of those aircraft do not lease any land or other facilities from the airport, nor otherwise make any direct payments to the airport which can be used for the operation and maintenance of the airport and its facilities; and

WHEREAS, the establishment of fees is necessary to support the operations of the DeLand Municipal Airport in support of the self-sustaining principle established by the Federal Aviation Administration; and

WHEREAS, the City Commission of City of DeLand finds that the adoption of this Resolution is in the best interest of its citizens and the general public.

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

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Landing Fees for ~~General Aviation~~ Aircraft at DeLand Municipal Airport

(a) The City Commission hereby authorizes and directs fees to be collected in accordance with the provisions of Ordinance 2024-37 of the City of DeLand, Florida relating to airport landing fees.

(b) Fees in this section must be paid by owners or operators of all ~~general~~civil aviation aircraft landing at DeLand Municipal Airport or using DeLand Municipal Airport facilities for landing aircraft.

(c) For each scheduled or non-scheduled landing, an owner or operator of a ~~general~~civil aviation aircraft which does not meet any of the exemptions listed below shall pay to the city a fee of \$3.00 per 1,000 pounds of certified gross landing weight, rounded to the nearest 1,000 pounds. The Airport Manager shall, from time to time as appropriate, review the fee and make a recommendation to the city commission if the Airport Manager determines the fee should be amended.

(d) The following aircraft are exempt from the airport landing fees set forth in this resolution:

1. Aircraft based at the DeLand Municipal Airport. Based aircraft are those that ~~are~~have an agreement to be hangered or tied-down in a T-hanger at the airport ~~that is leased by the aircraft's owner, aircraft which are tied down at the airport in a location leased by the plane's owner, and aircraft which are routinely kept~~or at a business located on a ~~lease~~parcel leased from the City of DeLand at the airport.

2. ~~Government-owned~~aAircraft which, according to the FAA Registry, are~~registered as~~ owned by ~~the government according to the FAA Registry as Federal the United States or any agency thereof, the State of Florida or any agency thereof, and any~~Law Enforcement Agency; and any aircraft of the U.S. Armed Forces aircraft or Military aircraft.

3. Aircraft which have landed at the airport for the purpose of, and which have received, services to the said aircraft at a business located within the airport's aircraft operations area and which business is operating on a parcel leased from the City of DeLand and which otherwise complies with the airport minimum standards for such business.

~~34.~~ Aircraft which have at least one pilot or passenger who has purchased food, goods or services at one of the restaurants or the FBO which operate on parcels of land leased from the ~~airport~~City of DeLand. The patron must provide the plane's tail number to personnel at the restaurant or FBO at the time of patronizing the establishment.

(e) The Airport Manager is vested with the authority to discontinue collection of landing fees during times of emergency and during scheduled special events at the airport.

(f) The Airport Manager is vested with the authority to implement the required process for collecting airport landing fees and for coordinating with the airport restaurants, ~~and~~ FBO and aircraft maintenance businesses to coordinate the process for waiving landing fees for aircraft referenced in Section (d) ~~3~~ & 4 of this Resolution. Such actions are deemed to be in the best interest of the DeLand Municipal Airport. The City Manager is authorized to execute a contract with a vendor for the purpose of collecting the landing fees set forth herein, so long as such contract is procured in accordance with the City's purchasing policies and is in a form acceptable to the City Attorney.

(g) This Resolution shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission or until otherwise repealed or modified.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to the implementation of fees and charges collected relative to airport landing fees or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its passage, but the rates set forth herein shall take effect on October 1, 2024.

PASSED AND DULY ADOPTED this ____ day of September, 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

KDED: 10/1/24 COMMUNICATIONS PLAN

EARLY TO MID AUGUST

- Vector provides draft Vector Authorization to Bill Letter
- Vector provides draft Notice to Operators Letter
- Vector provides examples of language to use on KDED website regarding PLANE PASS®
- Vector provides to KDED Top Operators list with emails
- KDED creates FAQ sheet for FBO(s) on process changes
- KDED notifies FBO(s) of PLANE PASS and provides a FAQ sheet and Vector contact information for operator inquiries

EARLY TO MID SEPTEMBER

- Vector to mail landing fee signs to KDED
 - Airport staff delivers them to FBO(s) to be placed at front desks/pilot lounges with reference pictures taken
- KDED updates airport website to include all information regarding the landing fee program and payment/contact information for Vector

KDED: 10/1/24 COMMUNICATIONS PLAN

KDED sends out:

- Notice to Operators via email along with Authorization to Bill
- Notifies external websites including FAA AFD Chart Supplement, AOPA, and AirNav
- KDED posts PLANE PASS® information on social media - Announces start of landing fee program, includes website links

OCTOBER 1, 2024

- PLANE PASS starts tracking billable operations
- KDED sends 2nd Notice to Operators letter to Top Operators
- KDED posts 2nd post on social media about beginning of PLANE PASS

LAST WEEK OF OCTOBER

- Vector emails Notice to Top Operators to expect bills in upcoming week

FIRST WEEK OF NOVEMBER

- Vector sends out invoices to billable operators



Memorandum

DATE: September 4, 2024
TO: MAYOR AND COMMISSIONERS
FROM: JULIE A. HENNESSY, CITY CLERK
RE: Announcement of Board Vacancies

SPRING HILL COMMUNITY REDEVELOPMENT AGENCY

The City's Seat for a Spring Hill resident or business owner is vacant. The governing body of the Spring Hill CRA consists of seven (7) representatives, of which two (2) are members of the Volusia County Council, three (3) are members of the DeLand City Commission, one (1) is a citizen of the unincorporated area of Spring Hill appointed by the County Council, and one (1) is a resident of Spring Hill, or owns a business in Spring Hill, and is appointed by the City Commission. Terms are for four (4) years.

The purpose of the CRA is to work jointly with the County Council in the completion of a redevelopment plan for the Spring Hill area in an effort to eliminate the blighted area of the Spring Hill community for the benefit of the residents therein and to offer the residents an improved quality of life.

NOTE: Membership on this Committee requires the filing of an annual Form 1 Financial Disclosure Form.

Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Mike Grebosz, Spring Hill CRA
Chris Graham, Community Information Manager