



CITY OF DELAND
REGULAR MEETING OF THE DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY
SEPTEMBER 16, 2024 AT 6:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE
AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC HEARING

1. Resolution Approving Downtown Community Redevelopment Agency Budget for Fiscal Year 2024-2025.

Final public hearing on the Downtown CRA budget for fiscal year 2024-2025. Staff recommends the Downtown CRA adopt the Resolution establishing the budget for the fiscal year 2024-2025 in the amount of \$837,434.

NEW BUSINESS

1. Consideration re Direction on the SunRail Connector Service.

Review of the Ridership Data and Consideration of SunRail Connector Service.

2. Consideration re Updating The Downtown CRA Redevelopment Grant Criteria.

Upon discussion with the Main Street DeLand Association and The City of DeLand, the Downtown CRA Programs were reviewed and updated to address the need of core businesses in the area of lighting, security and adjusted grant reimbursement amounts.

3. Consideration re Holiday Lighting Contract, Shellard Lighting Designs, LLC.

Consideration of Holiday Lighting Contract with Shellard Lighting Designs, LLC.

4. Consideration re MainStreet DeLand Agreement.

MainStreet DeLand Association has demonstrated special expertise in promoting the economic, physical and aesthetic redevelopment and maintenance of the downtown area, as well as implementing the Downtown Redevelopment Plan. Specific responsibilities for both the City and MainStreet DeLand are provided in the attached contract.

ADJOURNMENT

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

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

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

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

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

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

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

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
September 16, 2024

SUBJECT: Resolution Approving Downtown Community Redevelopment Agency Budget for Fiscal Year 2024-2025.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, Downtown CRA FY 24-25 Budget Pages

APPROVED BY: Michael Pleus, City Manager, September 11, 2024

SUMMARY/HIGHLIGHT:

This is the date set for the public hearing on the proposed Downtown Community Redevelopment Agency budget for the 2024-2025 fiscal year. The taxable value for the district, as presented by the Volusia County Property Appraiser on July 1st, totals \$86,835,850. This represents a 13.49% increase from last year and an incremental increase of \$66,801,387 from January 1, 1983, the base year for the tax increment district (\$20,034,463).

The proposed budget for the Downtown Community Redevelopment Agency totals \$837,434 and includes the following projects and programs:

Fish Building	\$ 24,559
MainStreet DeLand	95,000
Special Events	103,000
Parks	20,677
Streetscape & Infrastructure Maintenance	172,936
Sculpture Program	35,000
Maintenance of Holiday Lights, Wreaths, Bows & Soldiers	40,000
Winter WonderDeLand	30,000
Grants	67,500
Miscellaneous	50,716
Transfers to General Fund (Services Provided by General Government)	17,476
Transfers to Debt Service Fund	38,435
Contingencies	<u>142,135</u>
Total Community Redevelopment Agency Anticipated Expenditures	<u>\$837,434</u>

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 24/25 budget, in the amount of \$837,434, is balanced and suggests projects and programs utilizing tax increments and other associated revenues.

RECOMMENDATION:

Staff recommends the Downtown Community Redevelopment Agency adopt the Resolution establishing the budget for the fiscal year 2024-2025 in the amount of \$837,434.

BACKGROUND/DISCUSSION:

Revenues anticipated for fiscal year 2024-2025 are as follows:

Ad Valorem Taxes	\$398,797
Intergovernmental Revenue	365,914
Fish Building Reentals	58,105
Miscellaneous Revenue	<u>14,618</u>
Total Community Redevelopment Agency Anticipated Revenues	<u>\$837,434</u>

According to the Property Appraiser, the taxable value of the tax increment district for the tax year 2024 is \$86,835,850, an increase of \$10,320,019 from the previous year. The estimated revenue based on the City's originally estimated millage rate, as well as the other entities', indicate \$764,711 will be generated for the district this year.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF DELAND, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024-25; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

WHEREAS, the Board of the Community Redevelopment Agency of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the tax increment district and the sources of revenue available to the Agency to meet such needs, is ready to adopt a budget; and

WHEREAS, a public hearing to finalize the budget was held on September 16, 2024; and

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

WHEREAS, the City Manager recommends approval of the budget.

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF DELAND, FLORIDA:

Section 1. The budget for the Community Redevelopment Agency for the City of DeLand at \$837,434 for fiscal year 2024-25, as submitted, is hereby approved.

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

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

PASSED AND DULY ADOPTED this 16th day of September 2024.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

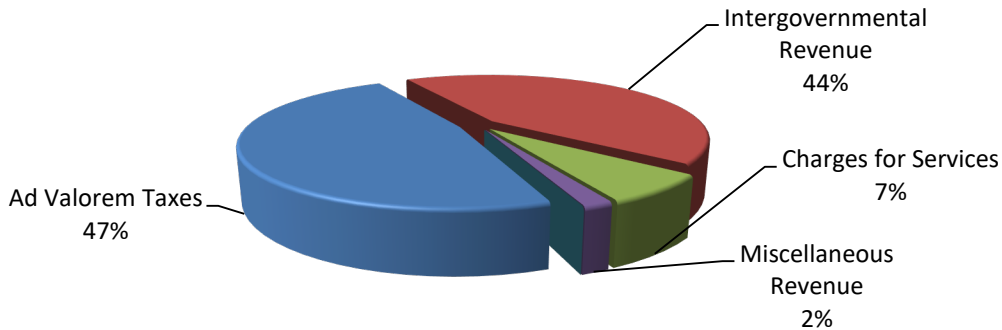
APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

COMMUNITY REDEVELOPMENT TRUST FUND

Revenue Summary

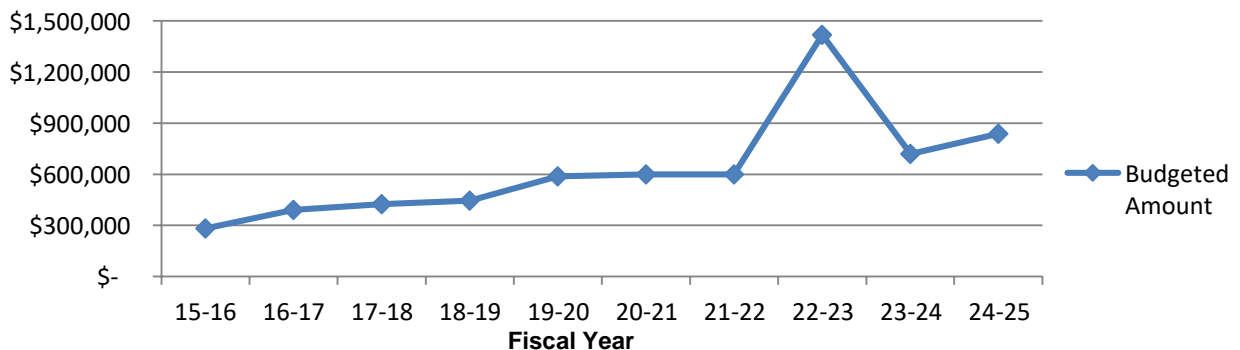
REVENUE SUMMARY	2022-23 ACTUAL	2023-24 BUDGET	2023-24 ESTIMATED	2024-25 BUDGET	% Change from 2023-24
Ad Valorem Taxes	\$ 305,492	\$ 344,369	\$ 344,369	\$ 398,797	15.81%
Intergovernmental Revenue	293,772	302,065	302,065	365,914	21.14%
Charges for Services	66,315	58,105	58,105	58,105	0.00%
Miscellaneous Revenue	143,971	14,618	14,618	14,618	0.00%
Other Sources	<u>692,661</u>	<u>0</u>	<u>2,247,709</u>	<u>0</u>	N/A
Total Community Redev. Fund	\$ 1,502,211	\$ 719,157	\$ 2,966,866	\$ 837,434	16.45%



Management Discussion

The Community Redevelopment District for the downtown area was established in 1983 under Florida Community Redevelopment Act of 1959 F.S. 163.330. The plan was amended in June 2005 and extended the plan’s duration 20 years. The plan was again amended in January 2019 and extended the plan’s duration an additional 10 years. The downtown CRA plan is currently valid through September 2035. This fund accounts for revenues from the downtown tax increment district which are based on millage rates set by the governmental entities using the incremental increase in taxable value of property located within the district since its inception. Charges for services represent revenues from tenants of the historic “Fish Building” owned by the City of DeLand and located in the downtown district. Miscellaneous revenues include interest earnings, late fees from lessees, and billings for fire insurance premiums to specified lessees. These revenues are then used to fund programs and projects identified in the Downtown Redevelopment Plan adopted by the Community Redevelopment Agency. Other Sources represents use of reserves to fund the on-going expenses of the CRA that will not be covered by other revenue sources.

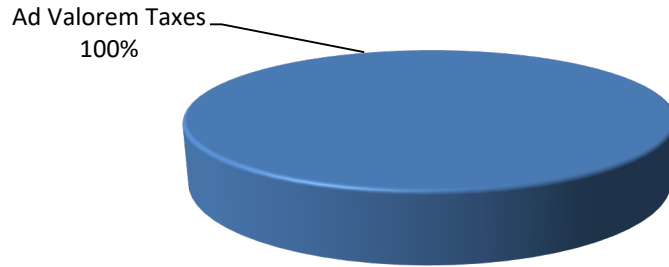
History of Revenues



COMMUNITY REDEVELOPMENT TRUST FUND

Ad Valorem Taxes Revenue Summary

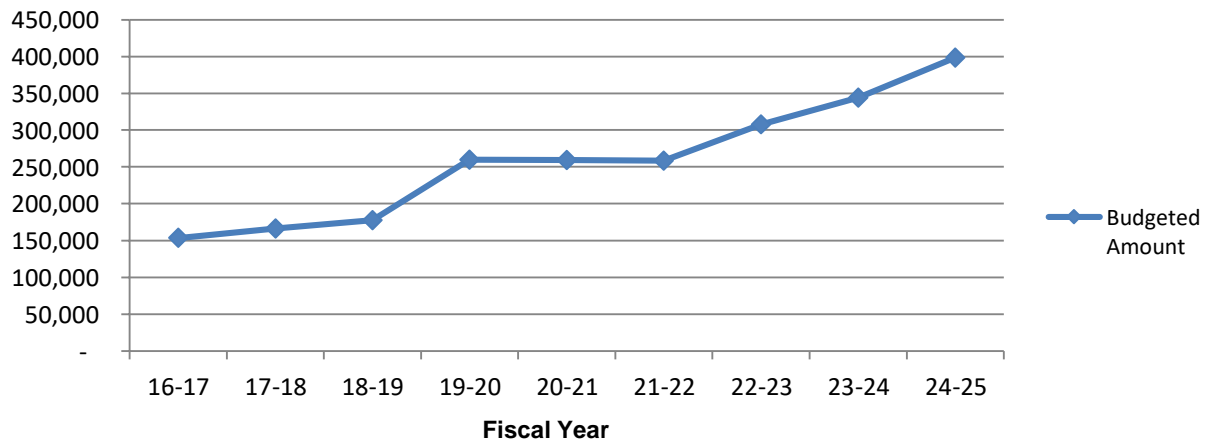
REVENUE SUMMARY	2022-23 ACTUAL	2023-24 BUDGET	2023-24 ESTIMATED	2024-25 BUDGET	% Change from 2023-24
Ad Valorem Taxes	\$ 305,492	\$ 344,369	\$ 344,369	\$ 398,797	15.81%
Total Ad Valorem Tax Revenue	\$ 305,492	\$ 344,369	\$ 344,369	\$ 398,797	15.81%



Management Discussion

The property appraiser has released \$86,835,850 as the July 1st preliminary estimated taxable value of property located with the district's limits. This represents a \$66,801,387 incremental change in the district's tax base and an increase of \$10,32,019 in taxable value since last year. FY 2024-2025 budget is based on the preliminary incremental change in value calculated using the City's proposed operating millage rate of 6.2841.

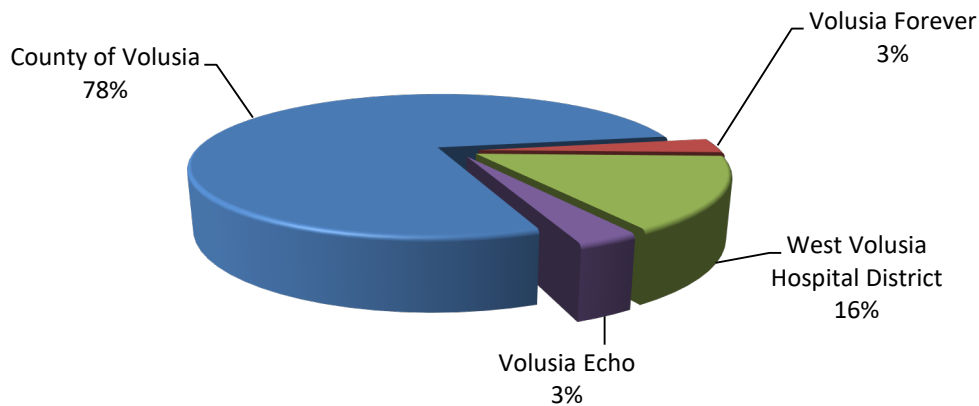
History of Revenues



COMMUNITY REDEVELOPMENT TRUST FUND

Intergovernmental Revenue Summary

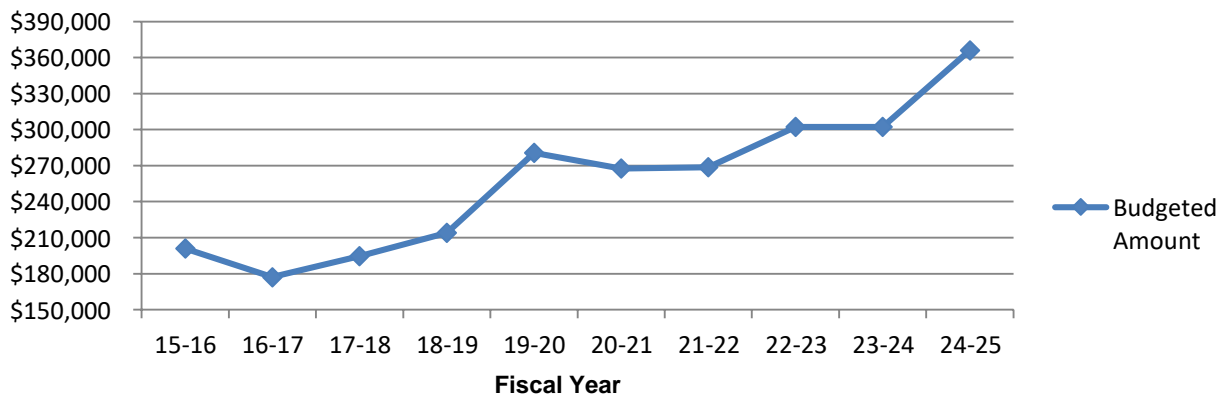
REVENUE SUMMARY	2022-23 ACTUAL	2023-24 BUDGET	2023-24 ESTIMATED	2024-25 BUDGET	% Change from 2023-24
County of Volusia	\$ 225,028	\$ 224,971	\$ 224,971	\$ 284,741	26.57%
Volusia Forever	18,559	9,277	9,277	11,740	26.55%
West Volusia Hospital District	50,185	58,540	58,540	57,693	-1.45%
Volusia Echo	<u>0</u>	<u>9,277</u>	<u>9,277</u>	<u>11,740</u>	26.55%
Total Ad Valorem Tax Revenue	\$ 293,772	\$ 302,065	\$ 302,065	\$ 365,914	21.14%



Management Discussion

Governmental agencies that contribute to the Community Redevelopment Trust Fund include Volusia County, Volusia Forever, Volusia ECHO, and the West Volusia Hospital District. FY 2024-2025 budget is based on the City's preliminary value calculated using the prior year millage rates from each of the taxing authorities.

History of Revenues



COMMUNITY REDEVELOPMENT TRUST FUND

Expenditure Summary

Description:

The Community Redevelopment Trust Fund is used to build and maintain downtown infrastructure and streetscape enhancement, improve the exterior facades of existing buildings, encourage redevelopment of underutilized properties and structures, provide assistance with special events, and remove blighted structures. The fund also assists with economic enhancement by contributing to the operation of MainStreet DeLand Association.

Mission:

Manage the Downtown CRA by implementing measures to reduce blight and increase economic development in the designated area thus increasing property values and quality of life.

Performance Measures

Performance	Strategic Focus Area	FY 22/23 Actual	FY 23/24 Projection	FY 24/25 Target
% change in property values over prior year	High Value Government	6.99%	5%	5%
# of events (downtown)	Preserving "Sense of Community"	33	35	38
Storefront occupancy rate	Preserving "Sense of Community"	98%	98%	98%

Fiscal Year 2023 – 2024 Accomplishments

- ✓ Approved a new agreement with the MainStreet DeLand Association.
- ✓ Awarded 2 grants for various property improvements.
- ✓ Continued planning and working multiple special events in the downtown.
- ✓ Construction is moving along on retail and residential (mixed use) development project at the former Save-A-Lot location.
- ✓ Old Fire Station 81 has been demolished and turned into surface parking for downtown.
- ✓ Updated the camping and personal item storage ordinances.

Action Plan

Promotion and Events

Goals & Objectives	Strategic Plan Area(s)
1 Continue the Regional Marketing Program established with MainStreet DeLand Association to promote DeLand on a local, regional, national and international basis to develop business in the downtown. <ul style="list-style-type: none"> • Utilize multiple venues with a minimum of 24 ads annually. 	Preserving "Sense of Community"
2 Promote downtown events as a means of attracting consumers, visitors, and residents.	Preserving "Sense of Community"

	<ul style="list-style-type: none"> Provide a minimum of 10 events annually. 	
Downtown Development		
Goals & Objectives		Strategic Plan Area(s)
1	<p>Work with MainStreet DeLand Association and other agencies and groups in the overall development and maintenance of the Downtown Redevelopment Plan.</p> <ul style="list-style-type: none"> In accordance with the 10-year replacement plan for street/park furniture by September 30th as required. Complete one new mural by September 30th of each year. Work with the Museum of Art to rotate downtown sculptures on an annual/biannual basis. Maintain a storefront occupancy rate of at least 90% 	Preserving "Sense of Community"
2	<p>Award a minimum of 5 grants annually. By February of each year forward MainStreet Grant Committee recommendations to CRA for award.</p>	Preserving "Sense of Community"

Long-Term Goals

- ✓ Maintain aesthetics of the downtown.
 - Target Completion: FY 2024-2025 and continue beyond
 - Strategic Focus Area: Creating A Sense of Community & Creating the Connected Community
- ✓ Look for ways to create more residential space in the downtown.
 - Target Completion: FY 2024-2025 and continue beyond
 - Strategic Focus Area: Creating a Sense of Community, & Institute Smart Growth
- ✓ Expand the downtown look and feel beyond the traditional core.
 - Target Completion: FY 2024-2025 and continue beyond
 - Strategic Focus Area: Creating a Sense of Community, & Institute Smart Growth

Operating Budget Comparison

BUDGET DESCRIPTION	2022-23 ACTUAL	2023-24 BUDGET	2023-24 ESTIMATED	2024-25 BUDGET	% Change from 2023-24
Operating Expenses	\$ 367,897	\$ 461,000	\$ 473,947	\$ 571,888	24.05%
Capital Outlay	15,380	0	2,247,709	0	N/A
Grants and Aid	0	67,500	67,500	67,500	0.00%
Contingency	0	65,018	52,071	142,135	118.61%
Transfers	<u>38,434</u>	<u>125,639</u>	<u>125,639</u>	<u>55,911</u>	-55.50%
Total Budget	\$ 421,711	\$ 719,157	\$2,966,866	\$ 837,434	16.45%
STAFFING	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
None					
CAPITAL OUTLAY	Amount				
None					

Management Discussion

- ✓ Total expenses increased by 16.45%.
- ✓ Operating expenses increased by 24.05% mainly due to the additions of alternative holiday decorations (\$5,000), downtown sculpture program (\$35,000), Parking Lot 1 fencing of dumpster area (\$5,000), and increases in Special Events Overtime (\$42,743), insurance (\$9,347), park/furniture upgrades (\$10,000) and road materials (\$13,551).
- ✓ Includes funding for:
 - MainStreet DeLand contract (\$95,000)
 - Special Events (\$95,000)
 - Park/Furniture Upgrades (\$20,000)
 - Holiday Lights Maintenance (\$35,000)
 - Downtown Sculpture Program (\$35,000)
 - Façade Grants (\$60,000)
 - Mural Grants (\$5,000)
 - Graffiti Removal Grant (\$2,500)
 - Road Materials and Supplies (\$75,000)

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
September 16, 2024

SUBJECT: Consideration re Direction on the SunRail Connector Service.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, September 12, 2024

SUMMARY/HIGHLIGHT:

At the August 5th Downtown CRA meeting, several options for potential last mile connector services were presented to the Board for consideration to have ready for when SunRail started service at the DeLand station on August 12th. After analysis and discussion on the options, it was determined that for at least one month a Votran operated connector shuttle will provide free transportation to SunRail riders wanting to visit the downtown and will either be continued, modified or ceased based upon the ridership data.

Votran and SunRail have provided data weekly on the ridership. Over the past several weeks, an average of 394 riders a day have used SunRail at the DeLand station. An average of 22 riders per day used the downtown connector shuttle service. The average downtown connector shuttle users per hour equated to around 3 riders per hour.

The initial month of connector service is being funded by FDOT. Any service after that would need to be paid by the CRA/City. Currently, the existing service provided by Votran costs around \$12,000 monthly (\$144,000 annually) to operate. This is a month to month service with no long-term commitments.

In speaking with MainStreet DeLand, they have requested that more time be approved with the current system to allow for the marketing and messaging about the connector shuttle to saturate target audiences. MainStreet DeLand also has been tasked with trying to find a sponsor/sponsors to help reduce the cost of the service to the CRA/City.

Conversely, if the CRA/City were wanting to go in another direction, there are a couple of alternatives that staff has researched that could be more economical and still provide connectivity to the downtown:

- Work with Votran to provide a modified bus route that will reduce the current cost to the CRA/City and provide additional hours of operation by extending the route outside the CRA to increase ridership and assist with additional transportation demand. This would require a shared cost structure between the County and the CRA/City. The shuttle would service areas outside the CRA to the north, at the Amelia Avenue Transfer Facility and to the south, at the Intermodal Transit Facility to provide additional ridership opportunities. The shuttle would run expanded hours from what is currently being offered, so that it is more palatable for commuters to use the service. (Cost is estimated at \$63,660.60 annually to the CRA/City).
- Operate a shuttle in-house (Estimated cost of \$65,000 per year: employee, maintenance and fuel). Increased insurance exposure, continuous staffing and ADA accessibility are all concerns that exist with an in-house option.
- Look into exploring partnering with an existing ride service vendor on a voucher or discount system (Not able to estimate a cost at this time as no vendor has responded to inquiries).

- Solely utilize the existing VoRide service provide coverage without the connector shuttle. (No cost to CRA/City). This option would provide basic coverage.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a connected community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The current Votran connector shuttle service costs \$12,000 monthly/\$144,000 annually. The service is not included in the upcoming annual budget, however contingency funds could be utilized toward the service.

RECOMMENDATION:

Staff is seeking further direction from the CRA Board on whether to continue with the current connector shuttle or go in another direction.

BACKGROUND/DISCUSSION:

Route 34 - DeLand SunRail Circulator			
Ridership by Day			
Date	Day of Week	Total Ridership	Per Hour
8/12/2024	Monday	28	2.8
8/13/2024	Tuesday	27	3.9
8/14/2024	Wednesday	19	2.7
8/15/2024	Thursday	15	2.1
8/16/2024	Friday	22	3.1
8/19/2024	Monday	25	3.6
8/20/2024	Tuesday	16	2.3
8/21/2024	Wednesday	17	2.4
8/22/2024	Thursday	10	1.4
8/23/2024	Friday	45	6.4
8/26/2024	Monday	13	1.9
8/27/2024	Tuesday	11	1.6

8/28/2024	Wednesday	4	0.6
8/29/2024	Thursday	11	1.6
8/30/2024	Friday	26	3.7
Average:		19	3

SunRail Station Ridership	
Day	Riders
MON 12	566
TUES 13	386
WED 14	380
THUR 15	400
FRI 16	462
MON 19	349
TUES 20	310
WED 21	347
THUR 22	273
FRI 23	469
MON 26	343
TUES 27	280
WED 28	360
THUR 29	376
FRI 6	487
Average:	386

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
September 16, 2024

SUBJECT: Consideration re Updating The Downtown CRA Redevelopment Grant Criteria.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Lighting and Security Specifications, Underutilized Building Specifications, Upper Floor Grant Specifications, Grant Application Form, Grant Contract, Permit Requirements

APPROVED BY: Michael Pleus, City Manager, September 11, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the elements vital to creating a strong and vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency has created a grant program designed to assist commercial properties within the downtown tax increment district. Matching grants are available to downtown businesses or property owners to facilitate building improvements that improve the appearance and functionality. Currently, eligible projects receive grant awards of between 50% to 75% of the total project cost as a reimbursement for expenditures. City staff and the Main Street DeLand Association have been undertaking a review of the Downtown Reimbursement Grant program to find ways to improve participation and utilization. Based upon the increasing costs associated with building renovations, it was determined that increasing the amount of grant award and reducing the building/business owner's matching investment would incentive increased participation in the grant program.

In FY21/22, \$0 grant funds were dispersed.

In FY22/23, \$0 grant funds were disbursed.

In FY 23/24, \$20,000 grant funds were disbursed.

Proposed updates to the grant program include the following:

- The Residential and Upper Floor grants were combined and increased from \$10,000 to \$40,000 with the cap increased from 50% to 75%.
- The underutilized grant remains capped at \$60,000. However, the reimbursement cap has been increased from 25% to 75%.
- Security enhancement opportunity was added to the Lighting reimbursement grant and increased from \$2,000 to \$3,000 with the cap remaining at 75%.
- Retail grants were eliminated due to lack of need and utilization.
- "Green" enhancement grants were eliminated as most of the standards are now required by the Florida Building Code.

The updated reimbursement grant forms are attached for review and consideration.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community"

SUSTAINABILITY:

N/A

FISCAL IMPACT:

It is anticipated that the proposed changes in the program will encourage increased participation by property and business owners within the Downtown CRA .

RECOMMENDATION:

Staff recommends approval of the proposed amendments.

BACKGROUND/DISCUSSION:

The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the elements vital to creating a strong vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency has created grant program designed to assist commercial properties within the downtown tax increment district. Matching Grants are available to downtown businesses or property owners. Currently, eligible projects receive grant awards of between 50% to 75% of the total project cost as a reimbursement for expenditures. Only one grant may be used for a specific project. The grant program will be administered by the MainStreet DeLand Association. The MainStreet staff will assist applicants through the grant process; however, it is the applicant's responsibility to meet the requirements of the grant program and all applicable City regulations.



DOWNTOWN DELAND CRA LIGHTING & SECURITY IMPROVEMENT PROGRAM



The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the key elements vital to creating a strong vibrant community. A series of grant initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency (CRA) has created a Lighting & Security Improvement Grant program that is designed to assist businesses in creating a safer, pedestrian friendly environment. Matching Grants are available to downtown businesses or property owners within the downtown tax increment district for creating or upgrading lighting and security at their businesses. Eligible projects may receive grant awards of up to **75%** of total project cost as a reimbursement for expenditures, with no single grant exceeding **\$3,000**. Only one grant may be used for a specific project. The grant program will be administered by the MainStreet DeLand Association. The MainStreet staff will assist applicants through the grant process; however, it is the applicant's responsibility to meet the requirements of the grant program and all applicable City regulations.

GUIDELINES

1. The goal of the lighting and security program is to increase the safety of our citizens and create an atmosphere of a pedestrian friendly community. The following criteria will be utilized by the MainStreet DeLand Association and the City of DeLand Downtown CRA for evaluating the installation of exterior lighting and security fixtures:
2. Lighting and security grants are only awarded for projects that improve the lighting and security of the exterior of a building.
3. The components of a lighting and security project must comply with all Federal, State, County and City regulations that apply to lighting and the installation of lighting and security fixtures. This will include but is not limited to location, intensity, position or direction of the lighting, color of the lights and the style of the fixtures. The components of this project must be energy efficient and this must be documented in the grant application. Lighting of signage or lighted signs and neon are specifically excluded from the accepted criteria of the grant program.
4. Removal of non-historical lighting fixtures is encouraged and installation of fixtures that are harmonious with the historic character of Downtown DeLand Historic District are required. The size, color, and shape of all fixtures shall compliment the building, add to the historic character of the area and meet all applicable city regulations and guidelines. Examples of these types of fixtures may be seen at the City Historical Resource Office or MainStreet DeLand Association.
5. Removal of paint or other coatings on building exteriors shall be undertaken with the gentlest means that are effective. Cleaning methods such as sandblasting, that damage the historic building materials are strongly discouraged.
6. Routine building maintenance is not eligible under this program.
7. No building that is subject to current Code Enforcement action or outstanding municipal liens is eligible.
8. Notwithstanding exceptional circumstances as approved by the Downtown CRA, multiple grants shall not be issued for an individual property within a five-year time period.



DOWNTOWN DELAND CRA UNDERUTILIZED BUILDING REIMBURSEMENT GRANT



The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the key elements in creating a strong vibrant community. A series of grant initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency has created an Underutilized Building Reimbursement Grant program. The purpose of the Underutilized Building Fund is to provide incentives to encourage adaptive re-use of or the retrofit of facilities, and thereby eliminate vacant and/or underutilized buildings in the Tax Increment District of the City of DeLand. Eligible projects may receive awards of up to **50%** of the total project cost with no single grant exceeding **\$60,000**. The grant program will be administered by the MainStreet DeLand Association. The MainStreet staff will assist applicants through the grant process, however it is the applicant's responsibility to meet the requirements of the grant program and all applicable City regulations.

GUIDELINES

The goal of the underutilized building grant program is to encourage adaptive re-use of or the retrofit of facilities and create an atmosphere of a pedestrian friendly community. The following criteria will be utilized by the MainStreet DeLand Association and the City of DeLand Downtown CRA for evaluating proposed underutilized building improvement projects:

1. The criteria utilized by the MainStreet DeLand Association and the City of DeLand Downtown CRA will be based on the United States Secretary of the Interior's Standards of Historic Rehabilitation, and standards and guidelines adopted by the DeLand Historic Preservation Board.
2. The renovated building will provide retail, commercial, service industry, or any other business service that promotes daily customer activity.
3. Consideration will be given to those buildings which have remained vacant and/or underutilized for a minimum of two years, which are zoned for business or professional use, and which have the best potential to provide great economic advantage to the community in terms of tax base.
4. Meeting the requirements for the American Disabilities Act shall be the first priority.
5. Meeting the requirements for the National Fire Prevention Act shall be the second priority.
6. Meeting the requirements for the National Electrical Code shall be the third priority.
7. Once the aforementioned items have been accomplished, the funds may be used for other building improvements or demolition, in total or partial, but in no case shall funds be used for soft cost including permits, fees or professional services.
8. Routine building maintenance is not eligible under this program.
9. No building that is subject to current Code Enforcement action or outstanding municipal liens is eligible.
10. Notwithstanding exceptional circumstances as approved by the Downtown CRA, multiple grants shall not be issued for an individual property within a five-year time period.



DELAND DOWNTOWN CRA UPPER FLOOR REIMBURSEMENT GRANT



The City of DeLand, through its visioning process, has identified revitalization of the downtown as one of the key elements vital to creating a strong vibrant community. A series of grant initiatives have been instituted to assist in the revitalization efforts. The City of DeLand Community Redevelopment Agency (CRA) has created an Upper Floor Reimbursement Grant program that is designed to assist with rehabilitating and activating upper floors in the Downtown CRA district for residential and commercial purposes. Matching Grants are available to downtown businesses or property owners within the downtown tax increment district for refurbishing upper floors. Eligible projects may receive grant awards of up to **75%** of total project cost as a reimbursement for expenditures, with no single grant exceeding **\$40,000**. Only one grant may be used for a specific project. The grant program will be administered by the MainStreet DeLand Association. The MainStreet staff will assist applicants through the grant process; however, it is the applicant's responsibility to meet the requirements of the grant program and all applicable City regulations.

GUIDELINES

The following criteria will be utilized by the MainStreet DeLand Association and the City of DeLand Downtown CRA for evaluating the creation of viable residential and commercial leasehold space on an upper floor of an existing multi-story structure:

1. The second-floor occupancy may be residential, retail, office, service or any combination of these categories. Creation of storage or warehouse space is not eligible for this grant program.
2. It is recognized that special challenges are involved in the renovation of multi-story structures and priority will be given to ADA and Fire-life safety related requirements.
3. Removal of paint or other coatings on building exteriors shall be undertaken with the gentlest means that are effective. Cleaning methods such as sandblasting, that damage the historic building materials are strongly discouraged.
4. Routine building maintenance is not eligible under this program.
5. No building that is subject to current Code Enforcement action or outstanding municipal liens is eligible.
6. Notwithstanding exceptional circumstances as approved by the Downtown CRA, multiple grants shall not be issued for an individual property within a five-year time period.



**DELAND DOWNTOWN CRA
REIMBURSEMENT GRANT APPLICATION**



Project Description: _____

Property Address: _____

Applicant Name: _____

Mailing Address: _____

E-Mail: _____ Phone: _____

Owner Name: _____

Mailing Address: _____

E-Mail: _____ Phone: _____

Estimated Cost of Project: \$ _____ Amount Requested \$ _____

Attach detailed outline of proposed work, including:

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

AGREEMENT

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

1. Grants apply only to those commercial structures and buildings within the Tax Increment District.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner and/or applicant to obtain all required permits from the city **BEFORE** beginning any work. No reimbursements will be provided by the city for work conducted prior to receiving the required permits.
4. Project work must begin within 45 days after permits are obtained.
5. Monies are for approved improvements only and will be reimbursed upon completion of all work. (Any changes made to the project that have not been approved by the MainStreet Association and the City will not be funded.)

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

- Signed Contract Documents
- All required permits
- CRA Approval

SIGNED: _____ Date: _____
Applicant

SIGNED: _____ Date: _____
Property Owner



DELAND DOWNTOWN CRA REIMBURSEMENT GRANT CONTRACT



This agreement is made and entered into this _____ day of _____, _____ by and between the City of DeLand Downtown CRA (hereinafter “CRA”), and MainStreet Deland Association (hereinafter “Association”, and _____ (hereinafter “Contractor”) and _____ (hereinafter “Owner”) and _____ (hereinafter “Applicant”), for a grant project on the property located at _____, for and in consideration of the mutual covenants expressed herein and other good and valuable considerations. The adequacy of which is hereby acknowledged, the parties agree as follows:

THE CRA AGREES:

To reimburse the approved grant funds upon completion of the work and acceptance by the Association.

THE ASSOCIATION AGREES:

The work in progress will be inspected by the Association and the Association will work with the Applicant and the Contractor to ensure that the work meets the objectives of the Grant Program. The Association will be responsible for inspecting and ensuring work and the quality of material and workmanship comply with the approved grant.

CONTRACTOR AGREES:

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

THE OWNER AND APPLICANT AGREES:

- A. To bear responsibilities to the Contractor for total cost of the project.
- B. To complete the project and submit to the CRA and Association all documentation specified as necessary to receive payment no later than September 30th of the grant award year.
- C. To maintain, with no substantial changes, the grant-related improvements for ten (10) years unless otherwise agreed to by the CRA and Association.

- D. To adhere to the guidelines of CRA and Association for the project.
- E. To hold harmless the Association and its individual members and the CRA and employees of the City of DeLand in the event of property damage, personal or physical injury that occurs as a result of the project.

WITNESS the hands and seals of the parties hereto.

BY: _____
City of DeLand Downtown CRA

BY: _____
MainStreet DeLand Association

BY: _____
Contractor

BY: _____
Applicant

BY: _____
Property Owner



DELAND DOWNTOWN CRA REIMBURSEMENT GRANT PERMIT REQUIREMENTS



Your proposed work will require that a permit be issued by the City of DeLand that may include among others:

- Planning/Zoning
- Renovation
- Structural
- Electrical
- Plumbing
- Awnings
- Signage
- Certificate of Appropriateness (Historic Preservation)

City of DeLand contact information:

- Planning Department - City Hall 120 S Florida Ave. Ph: 386-626-7106
- Building Department – City Hall 120 S Florida Ave. Ph: 386-626-7007
- Historic Preservation - City Hall 120 S Florida Ave. Ph: 386-626-7018

MainStreet DeLand contact information:

- 100 N Woodland Blvd, Ph: 386-738-0649

Please note:

- Owners and/or applicant are responsible for meeting with city officials prior to grant application to determine permitting requirements.
- Owner and/or applicant must comply with all relevant permitting requirements.
- Owner and/or applicant is responsible for making certain that their contractors have obtained the proper permits.

SIGNED: _____ Date: _____
Applicant

SIGNED: _____ Date: _____
Property Owner

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
September 16, 2024

SUBJECT: Consideration re Holiday Lighting Contract, Shellard Lighting Designs, LLC.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Shellard contract

APPROVED BY: Michael Pleus, City Manager, September 11, 2024

SUMMARY/HIGHLIGHT:

As part of the Winter Wonder DeLand holiday program, the installation of holiday lights in the downtown is one of the main features. This year, due to the planned expansion of lights, the service needed to be put out for bid (RFP-24-03). As outlined in the project approach, the lighting company will install lights on the trees in Pioneer Park and the trees on West Indiana Avenue. Canopy lights will be installed at Chess Park. Garland and bows will be installed on the light poles on Indiana Avenue and on Woodland Boulevard. Lastly, roofline lighting will be installed on participating properties from Wisconsin to Howry Avenue.

Five proposals were submitted. The vendor that was recommended for selection by City staff was Shellard Lighting Designs, LLC. Shellard is an experienced holiday lighting vendor and has worked on similar projects for municipal clients such as the City of Greenacres, West Palm Beach Downtown Development Authority, Town of Jupiter, City of Riviera Beach, City of Aventura and the City of Pompano Beach.

The term of the contract is for one (3) year period with two optional (1) year renewals. The cost for this service in year 1 is \$71,493.04. A partial expense of \$30,000 has been budgeted in the Downtown CRA. The remaining amount is funded through private sponsorship dollars. The RFP provides the City flexibility to continue the use of the vendor over the next 5 years if the budget allows. If all years of the contract are exercised, the total 5 year cost would total \$352,795.16.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost over 5 years would be \$352,795.16, with year 1 costing \$71,493.04. The cost of the initial term will largely be funded through private sponsorship dollars. This year, \$35,000 has been budgeted as the CRA's contribution.

RECOMMENDATION:

It is staff's recommendation that the CRA approve the contract with Shellard Lighting Designs, LLC.

BACKGROUND/DISCUSSION:

In 2021, the City/CRA along with MainStreet DeLand launched the Winter Wonder DeLand holiday program. The intent of the program is to provide an experience for residents and visitors to enjoy holiday lighting displays and the holiday ambiance in downtown DeLand and also support the city's local merchants and restaurants.

AGREEMENT FOR CONSULTING SERVICES FOR CITY OF DELAND

THIS AGREEMENT, made this 16th day of September, 2024 is by and between the City of DeLand, a Florida municipality ("City"), whose address is 120 South Florida Avenue, DeLand, Florida 32720, and Shellard Lighting Designs, LLC ("Consultant"), whose address is 2310 Pinewood Lane, West Palm Beach, Florida 33415 (collectively the "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement:

Consultant's response to Solicitation No. RFQ-24-03, including any and all addenda, a copy of which is attached hereto.

II. SCOPE

This is a continuing contract entered into pursuant to Florida law. The Consultant is a professional services firm that will perform work within the Consultant's profession when requested to do so by the City. Generally, when the City assigns work to the Consultant, the Consultant will prepare a task order or other similar document that describes the work to be completed and which will provide either a set fee or a not-to-exceed fee for that task. No work shall be performed by Consultant except upon written approval of the City. All such work to be performed by the Consultant is referred to herein as the ("Work").

III. TERM OF AGREEMENT

The initial contract period shall commence on October 1, 2024, or the date of award, and shall end on September 30, 2027. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City will have the option to renew this contract for up to two (2) terms of one (1) year each, by providing Consultant written notice thereof. Such notice must be provided at least 60 days before the end of current term, unless such notice requirement is waived by Consultant.

I. COMPENSATION

The Consultant agrees to provide the services in the Contract Documents at the costs specified in Consultant's response to Solicitation No. RFQ-24-03, a copy of which is attached hereto.

II. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

III. GENERAL CONDITIONS

A. Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, sub-consultant, or sublicensee of the Consultant. To the extent that the services which are the subject of this Agreement are in connection with a construction project for the City, this indemnification is limited to the negligent acts of the Consultant or of any officer, employee, agent, invitee, sub-consultant, sub-contractor or sublicensee of the Consultant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Consultant from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Consultant at least sixty (60) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent

fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 combined single limit per occurrence.

Policy must include coverage for Contractual Liability.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability Coverage

Coverage must be afforded in an amount not less than \$2,000,000 per claim.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and professional liability.

The Certificate Holder should read as follows:

City of DeLand
120 South Florida Avenue
DeLand, FL 32720

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and sub-consultants comply with these insurance requirements. All coverages for independent Consultants and sub-consultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

G. Environmental Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Consultant shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant.

H. Standard of Care

Consultant represents that it is qualified to perform the Work, that Consultant and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified Consultants under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this

Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be withheld until Consultant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's sub-consultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's sub-consultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's sub-consultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's sub-consultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's sub-consultants shall preserve and make available, at reasonable times for examination and audit by City in Volusia County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's sub-consultants' records, Consultant and Consultant's sub-consultants shall comply with all requirements thereof; however, Consultant and Consultant's sub-consultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's sub-consultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as

a Consultant, supplier, sub-consultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Consultant

Consultant is an independent contractor under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

M. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, which shall not be unreasonably withheld. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's prior written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any sub-consultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's sub-consultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's sub-consultants' performance, and liable for any of Consultant's sub-consultants' non-performance and all of Consultant's sub-consultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or

disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's sub-consultants for payment for work performed for City by any of such sub-consultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant's sub-consultants or by any of Consultant's sub-consultants' officers, agents, or employees. Consultant's use of sub-consultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to require such sub-consultants, by written contract, to comply with the provisions of this Section to the same extent as Consultant.

P. Time of the Essence

Time is of the essence in this Agreement. By signing, Consultant affirms that it has work force and the ability to perform all Work in a timely manner.

Q. Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this

Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Consultant shall not be liable for any incidental or consequential damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the

Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the Middle District of Florida, Orlando Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance,

provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

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

BB. Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, PHONE: 386-626-7130, EMAIL: HENNESSY@DELAND.ORG

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

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

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

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

CC. E-Verify

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

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

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

3. The City, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the sub-consultant, and the Consultant shall comply with such order.

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

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.


DD. Security Breach

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

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

Shellard Lighting Designs LLC
[CONSULTANT]

CITY OF DELAND

By: 
Printed Name: Spencer Shellard
Title: MGR/owner

By: _____
Christopher M. Cloudman, Mayor

Date Executed: 8-29-2024

Date Executed: _____

ATTEST:

By: _____
Julie A. Hennessy, City Clerk



RFP-24-03

Christmas Lights and Decorations

City of Deland With Additional Lighting Options

Area 1: Pioneer Park



1. We will heavily wrap the trunks of the 11 myrtle trees with warm white LEDs. We would love to scatter some warm white twinkle lights on the trunks as well if The City approves. Each tree will receive 20 sets of lights.

- 220 sets total

Area 2: Chess Park



1. At the chess park we will create a canopy of light with warm white twinkle LEDs over the entire hallway area. The canopy will run longwise down the hallway. The perimeter on each side will be lined with G-50 spine bulbs. Every 20ft there will be a swag. Each swag point will also be lined with spine bulbs. The spine bulbs are spaced 12 inches. There will be 20 runs of lights down the canopy.

- 320 spine bulbs

- roughly 100ft x 21ft canopy of twinkle lights

Area 3: Woodland BLVD



- 1. On Woodland BLVD we will decorate the 47 light poles with lit, decorated garland and red bows. Each pole will receive 3 pieces of garland and 2 red bows. *photo attached for visual
 - 141 pieces of garland total
 - 94 red bows total

Area 4: Indiana Ave



1. On Indiana Ave we will decorate each light pole with 1 lit, decorated garland and 2 red bows. The garland will be the same garland used on Woodland BLVD. The trunks of the trees will be wrapped with warm white LEDs and the canopies will be blanketed with warm white G-50 bulbs. Every 5th bulb will twinkle. *photo attached for visual

- 89 sets total
- 3910ft G-50 lighting total
- 20 pieces garland total
- 40 bows total



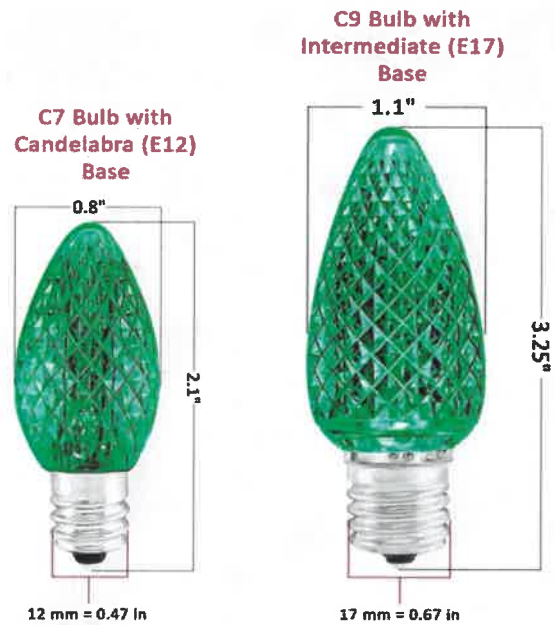
Area 5: Roofline Lighting



1. On Woodland BLVD all building rooflines will be outlined with warm white C7s on green and white wire – depending on the building color. The bulbs will be uniformly spaced 12” apart. The lights will stretch from Wisconsin to Howry Ave on both sides of the street. The roofline of city hall will be lined next. Other buildings or streets that are a priority will be lined afterwards. A total of 5500 ft will be used for this project.

- 5500ft of C7 lights total

Area 6: C7 to C9 Lighting



1. For the 5500ft of roofline lighting we will change to C9 bulbs from the quoted C7 bulbs. The cost will be an extra 35 cents per foot.

Years 1-3 Cost: \$1694.00

Years 4-5 Cost: \$1636.25

Area 7: Church Building

1. We will outline the roofline of the Church Building on the South and West side with warm white C9s.

- 235ft total

COST: 235ft at \$5.50 a foot = \$1292.50

Years 1-3 Cost: \$1137.40

Years 4-5 Cost: \$1098.60

Area 8: Bank Building



1. Outline the North, East, and South side of the Bank Building with warm white C9s. The roofline will be black and green roofline only.

- 227ft total

COST: 227ft at \$5.50 a foot = \$1248.50

Years 1-3 Cost: \$1098.68

Years 4-5 Cost: \$1061.22

Area 10: Athens Theatre



1. On the theatre will outline the top roofline with warm white C9s.

- 64ft total

COST: 64ft at \$5.50 = \$352.00

Years 1-3 Cost: \$309.76

Years 4-5 Cost: \$299.20

Years 1-3 Cost: \$71,493.04

Years 4-5 Cost: \$69,158.02

CITY OF DELAND
Request for Downtown Community Redevelopment Agency Action
September 16, 2024

SUBJECT: Consideration re MainStreet DeLand Agreement.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: MSDA 24-27 Agreement

APPROVED BY: Michael Pleus, City Manager, September 11, 2024

SUMMARY/HIGHLIGHT:

Last year the City, the CRA and MainStreet DeLand Association entered into an agreement outlining the scope of services. MainStreet DeLand Association, Inc. provides the City and the City's compensation to MainStreet. This agreement expires on September 30, 2024. It is recommended that the City and the CRA again enter into a new agreement with MainStreet DeLand Association, Inc. The proposed agreement describes the services provided by the Association. This agreement would be for a three-year period that would end on September 30, 2027. MainStreet is asking for an annual adjustment based upon inflation each year during the agreement. The first year of the agreement is for \$95,000, which mirrors the 23-24 funding amount.

MainStreet DeLand performs grant intake, review and follow-through services for a wide variety of City grant programs. The MainStreet DeLand Grant Review Committee will make recommendations to either the CRA or the City Commission (dependent upon the funding source) for grant awards. In addition, MainStreet DeLand assists the City on downtown redevelopment projects, new business development, and advertising and promotion of events and activities. The Fall Festival of the Arts will remain a primary MainStreet DeLand Association responsibility. The contract also notes that they will be responsible for several other events throughout the year, like Light Up DeLand and assist other not-for profit groups in preparing applications for events.

In addition to items above, MainStreet also performs several additional tasks which include: marketing, maintaining a business recruitment inventory list, making an effort to standardize business hours downtown, assisting with the wayfinding sign updates, assisting with the Mayor's Golf Tournament, assisting with code enforcement downtown, cleaning the first floor public areas of the Fish Building, maintaining a recycling program, assisting the City in expanding the feel and footprint of downtown, and researching alternatives for downtown funding post CRA sunset, and reporting back quarterly on their efforts.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Numerous strategic results, strategies and action steps within the Strategic Focus Area of "Preserving Sense of Community" would be supported by this agreement.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

\$95,000 from the Community Redevelopment fund for FY 2024-25 for MainStreet DeLand Association, Inc. is included in this year's proposed budget. In the event that the CRA does not provide funding for MainStreet

DeLand Association in any year of the contract's term, the contract shall immediately become null and void. The agreement provides for an annual adjustment based upon inflation each year.

RECOMMENDATION:

It is recommended that the CRA authorize the Chair to sign the agreement between MainStreet DeLand, Inc., the City, and the CRA.

BACKGROUND/DISCUSSION:

Coming off a 1 year contract, MainStreet DeLand has proposed a 3 year agreement for consideration. The multi-year agreement allows for continuity of service and allows for financial budgeting stability.

MAINSTREET DELAND/CRA AGREEMENT 2024-2027

THIS AGREEMENT is entered into between MAINSTREET DELAND ASSOCIATION, INC. (hereinafter referred to as “MAINSTREET”), the CITY OF DELAND (hereinafter referred to as the “CITY”), and THE CITY OF DELAND DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY (hereinafter referred to as the “CRA”).

WHEREAS, MAINSTREET has demonstrated special expertise in promoting the economic, physical and aesthetic redevelopment and maintenance of the downtown area, and these activities are directly and indirectly related to implementing the Downtown Redevelopment Plan; and

WHEREAS, it is more practical and efficient for the CITY and CRA to contract with MAINSTREET to perform the functions set forth herein than it would be for either the CITY or the CRA to perform those functions on their own.

NOW THEREFORE, for mutual consideration, the parties hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from October 1, 2024 through September 30, 2027.
2. **Scope of Services.** MAINSTREET and its Executive Director shall devote their best professional efforts towards the following:
 - A. Provide staff assistance for the CRA by:
 - Coordinating with CITY staff in preparation of the CRA budget.
 - Coordinating with CITY staff in expenditure of CRA funds.
 - Administration of CRA grant programs to include disseminating information and distributing press releases about CRA grant programs; coordinating application intake; coordinating review of applications for completeness; conducting committee meetings for application review and recommendations; preparation and administration of grant contracts; inspection and validation of completed work and coordination of payment of grant funds.
 - Administration of Gateway Corridor Business Improvement Grants to include disseminating information and distributing press releases about Gateway Corridor Business Improvement Grant programs; coordinating application intake; coordinating review of applications for completeness; preparation and administration of grant contracts; inspection and validation of completed work and coordination of payment of grant funds.
 - Attending CRA meetings, CITY Commission meetings and various committee meetings as requested by CITY staff.
 - Assisting CITY staff and CITY Commissioners on projects, meetings and workshops pertaining to downtown redevelopment projects and other CRA projects as requested by staff.

- B. Maintain an inventory/database of occupied and vacant properties in the Tax Increment District (TID) to be updated quarterly.
 - Information related to vacant properties will be recorded by address.
 - Quarterly reports will be submitted to the Community Development Department on the fifth business day of the subsequent quarter for which the report is prepared.
- C. Actively recruit new businesses for the TID area and maintain records of contacts and promotion.
 - Periodically perform site visits to other Central Florida areas to recruit relocation or expansion to the downtown
 - Work with City Economic Development Manager to assist with recruitment activities
- D. Develop, update and implement an annual or bi-annual marketing plan for downtown DeLand as a premiere destination to visit, shop, dine and stay and as a destination for events.
- E. Promote awareness of the downtown community through management of a minimum of ten promotions annually including but not limited to the Fall Festival of the Arts and Light Up DeLand.
- F. Assist other not-for-profit organizations in preparing applications for special events to be held in the TID and offer management guidance on conducting events to not-for-profit organizations.
- G. Assist DeLand CITY staff in Code Enforcement activities in the downtown TID.
- H. Clean the public areas of the first floor of the Fish Building located at 100 N. Woodland Boulevard, DeLand, FL.
- I. Monitor current conditions of parking lots, block by block usage and turnover, and enforcement of parking regulations. MSDA will publish and maintain comprehensive and easy to understand parking map and add it to our website.
- J. MSDA is responsible for making sure the wayfinding signage is up to date. MSDA will be the point of contact for the businesses to request an update to the signage. MSDA will then work with the CITY on getting the signage updated either through the CITY sign shop or a third party.
- K. Work with property owners on the redevelopment of underutilized upper floor space. This underutilized space could provide an additional source of income for the property owner and generate new sales for existing ground floor businesses. As part of this initiative, MSDA will help businesses through educational seminars to increase business retention, as well as work with the property owner to identify new businesses that could more fully utilize the rental space.

- L. Conduct a business inventory to help determine what types of businesses could fit in well with our downtown, identify where these businesses currently exist in Central Florida and recruit them to open an additional location in DeLand. Work with City Economic Development Manager to assist with recruitment activities.
 - M. Work with businesses to standardize hours and days of operation to provide a more cohesive experience for residents and visitors.
 - N. Work with the CITY and DeLand Breakfast Rotary Club to support and maintain the CITY's eThink Waste Program. MSDA shall participate in a PR and awareness campaign to inform residents and visitors of the recycling program.
 - O. Work with CITY to expand the footprint of downtown West, East, and South. This will include holding events downtown that attract visitors and residents and showcases potential business opportunities, extending the placemaking characteristics, and redevelopment/refurbishment of existing buildings or building of new buildings. MSDA shall promote economic opportunities via their website and other media.
 - P. Work with CITY for the future of the CRA, like creating a foundation for a Business Improvement District or other alternatives for downtown funding.
 - Q. Provide logistic and volunteer support to the annual shared fundraiser event with the CITY, MAINSTREET and Faith, Hope & Charity.
 - R. Establish baselines and metrics for the aforementioned items in order to determine levels of achievement and accomplishment of objectives. MSDA will furnish a report to the CITY quarterly.
3. **Compensation.** The CITY agrees to pay MAINSTREET, from its Downtown Community Redevelopment CRA fund, a fee of \$95,000 per year, adjusted for inflation annually. Such inflation adjustment shall be based upon the latest available publications, as of July 30 of each year in which an adjustment is made, promulgated by the U.S. Department of Labor to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. MainStreet shall submit an invoice each quarter and funds shall be paid quarterly, due on the 1st day of October 2024, and thereafter on the 1st day of January, April, and July for the duration of this contract.

This Agreement is subject to appropriation of funds annually by the City of DeLand. In the event that the CRA does not provide funding for MAINSTREET, then this Agreement shall immediately become null and void and shall be of no further force or effect. Moreover, nothing in this Agreement shall be construed as an obligation on the part of the CRA to provide funds as hereinabove set forth.

4. **Reporting.** MAINSTREET shall provide a statement of activities to the CITY, through quarterly reports, which will be distributed to the City Commission via read file. These reports shall include detailed information regarding projects undertaken and downtown vacant property status along with any other metrics requested by the CITY.

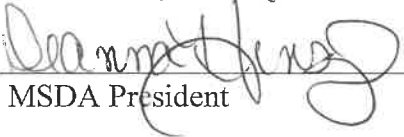
Indemnification. MAINSTREET shall indemnify and hold harmless the CITY and the CRA from any loss, cost or claim of damages, if such loss, cost or claim of damages is caused by the negligence of MAINSTREET or its officers, agents or employees acting within the scope of their employment. This Agreement may be terminated by the CITY if MAINSTREET fails to maintain general liability insurance in a minimum amount of \$100,000 per claimant, \$200,000 per occurrence, and worker's compensation coverage for its employees.

SIGNED BY MAINSTREET on this 3rd day of September, 2024.

SIGNED BY CITY OF DELAND on this _____ day of _____, 2024.

SIGNED BY CRA on this _____ day of _____, 2024.

MAINSTREET DELAND
ASSOCIATION, INC.

By: 
MSDA President

CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor-Commissioner

CHAIRMAN, COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

By: _____
Julie A. Hennessy
City Clerk-Auditor