



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 3, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Modica, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Proclamation, Black History Month.
3. Employee Years of Service Awards.
4. Community Development Block Grant Public Presentation for FY 2025-2026.
5. Presentation re Pickleball Project Status Update.

CONSENT AGENDA

1. Resolution re Surplus Equipment.

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

2. Consideration re Spec Martin Drainage Improvements, Task Assignment No.25- Amendment No.1- Post Design Services.

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 25 which includes bidding and Post Design Services, in the amount of \$15,708.00.

3. Resolution Approving Federally-Funded Subaward and Grant Agreement for Hurricane Milton.

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

4. Resolution Approving Amendment #1 to FDOT Public Transportation Grant Award 454340-1-94-01 for Airport T-hangar Electrical Improvements Design and Construction Project.

Staff recommends that the City Commission approve the resolution and Public Transportation Grant Agreement in the amount of \$140,000.00.

5. Consideration re Award of Bid for T-hangar Electrical Upgrades.

Staff recommends that the City Commission award the T-hangar electrical upgrade project to Bluewater Telecommunications, Inc in the amount of \$136,896.36.

6. Consideration re Approval of Construction Administration Services - AVCON, Inc. for T-Hangar Electrical Improvements A, B & C.

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional construction administration services for T-Hangar Electrical Improvements in the amount of \$12,120.

7. Consideration re Recognition of “Right of First Refusal” Between MT Propeller USA, Inc. and the City of DeLand.

Staff recommends approval of the “Right of first refusal” agreement between MT Propeller USA and the City of DeLand and authorizes the Mayor Commissioner to execute the attached “Right of first refusal” agreement.

8. Consideration re Utility Service Agreement for Wisteria.

Staff recommends that the City Commission approve the Utility Service Agreement for the Wisteria subdivision.

9. Consideration re Acceptance of Utility Easement from TLC Edgewater, LLC for the River Booster Pump Station Site Located at 1626 West Beresford Avenue.

Staff recommends that the City Commission accept the easement from TLC Edgewater, LLC for the River Booster Pump Station site located at 1626 West Beresford Avenue.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: January 21, 2025

SUBJECT: City of DeLand Super Star Student of the Month - February

For the February 3, 2025 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: No submission

Chisholm Community Center After School Program: Zaire Collier

Citrus Grove Elementary: Daniel Harden

DeLand High School: Lukas Gibbs

DeLand Middle School: Kailee Gleason

DeLand PAL: Noah Welch

DeLand Police Cadet: Jacob Santos

DeLand Preparatory Academy: Aaliyah Tape

Freedom Elementary: Hezekiah McCain

George Marks Elementary: Shawn Bradshaw

Southwestern Middle School: Finley Barnes

St. Barnabas: No submission

St. Peter's Catholic School: Noah Blackman

Starke Elementary: Aurora Pointer

Stetson Baptist: Hailey Erickson

TOP Academy: No submission

Woodward Avenue: Edwin Ramirez



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Black History Month began in 1926 as the Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

Whereas, currently and throughout our history many African Americans have played significant roles in the City of DeLand's economic, cultural, spiritual and political development; and

Whereas, African Americans embrace their cultural heritage in various ways including events sponsored by the African American Museum; and

Whereas, Black History Month is a time to reflect on and appreciate the contributions of African Americans to our city and country; and

Whereas, all of us should celebrate the many accomplishments and achievements of African Americans in every field of endeavors; and

Whereas, all citizens are encouraged to learn African American history today and everyday; and

Whereas, during the month of February in the City of DeLand historical downtown you will see Black History Month banners displaying the faces and accomplishments of DeLand's black community members. The Black History Month banner program was created in 2019 by the Greater Union Life Center and local community leaders. Each year different recipients are chosen through an application and committee selection process; and

Whereas, the Greater Union Life Center felt the need in the community to showcase prominent black figures during black history month to educate, inform and inspire all who walk or drive through Downtown DeLand. The Black History Month banners have become a significant staple within our community and we are grateful for the opportunity to showcase such a great history.

Whereas, The City of DeLand is proud to honor the history and contributions of African s in our City and throughout the nation.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the month of February 2025 as

Black History Month

in the City of DeLand and encourage all citizens to celebrate Black History month and to recognize the significant contributions of African Americans to our City and nation.

Done and proclaimed this 3rd day of February 2025.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, January 27, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is fortunate to have so many dedicated employees who have served the DeLand community for many years. To honor these outstanding employees the City Commission presents them with a plaque.

10 Years of Service

Justin Allen, Police Department

Carrie Lasky, Human Resources

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service awards

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Community Development Block Grant Public Presentation for FY 2025-2026.

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Planner II

ATTACHMENTS: CDBG Schedule FY25-26, CDBGPublicPresentation FY25-26

APPROVED BY: Michael Pleus, City Manager, January 27, 2025

SUMMARY/HIGHLIGHT:

This presentation allows the public to provide comments and suggestions about Community Development Block Grant (CDBG) funding related to capital improvement projects and program activities for the 2025 - 2026 fiscal year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

This program provides annual grant opportunities for community revitalization and rehabilitation for low and moderate income persons.

FISCAL IMPACT:

Adoption of the proposed budget will occur later this Spring.

RECOMMENDATION:

No recommendation at this time, presentation only.

BACKGROUND/DISCUSSION:

This presentation allows the public to provide comments and suggestions about Community Development Block Grant (CDBG) funding related to capital improvement projects and program activities for the 2025 - 2026 fiscal year.



City of DeLand
Community Development Block Grant (CDBG)
Public Presentation for FY 2025-2026

Schedule

*Monday, February 3, 2025, 7:00 p.m.	CDBG Public Presentation – City Commission Meeting
Friday, March 14, 2025	Deadline for CDBG requests, with applicable documents, no later than 5:00 p.m., to Coordinator (refer below)
*Monday, April 21, 2025, 7:00 p.m.	City Commission to consider CDBG Budget for approval
April - May 2025	Deadline for CDBG Applications and Budget to Volusia County Community Assistance
June - July 2025	Volusia County Council to consider CDBG Budget for approval
September 2025	U.S. Department of Housing & Urban Development (HUD) to consider CDBG Budget for approval
October/November 2025	HUD's approval of CDBG Budget (Authorization to Proceed) to Volusia County Community Assistance; notification to City of DeLand

**City Commission Meetings are open to the public and held in City Commission Chambers, 1st floor of City Hall (120 South Florida Ave., DeLand)*

For questions or additional information:

Emily Kunkel
Planner II/Historic Resource Coordinator
120 South Florida Avenue, DeLand, FL 32720
386-626-7018 / KunkelE@deland.org



City of DeLand

CDBG Public Presentation for FY 2025-2026

February 3, 2025

7:00 P.M.



MISSION

- ▶ For the last 30 years, the City of DeLand has utilized the Community Development Block Grant (CDBG) to benefit its community.

PRESENTATION

- ▶ This presentation allows the public to provide comments, suggestions and apply for funding regarding capital improvement projects and program activities related to the future planning of the CDBG program for Fiscal Year 2025-2026.



KEY POINTS

- ▶ The City of DeLand may allocate a portion of its CDBG funds to Subrecipients by executing an agreement that meets the defined objectives;
 - ▶ Environmentally cleared by Volusia County;
 - ▶ Receive an authorization to proceed from HUD; and
 - ▶ Attend Volusia County's subrecipient training
- ▶ City/Agency Projects and Activities must be completed within the Fiscal Year (*October 1st to September 30th*) and is based on reimbursement (*pay first and provide receipts*)
- ▶ The City of DeLand manages **Non-Housing** requests - funding is 85% for Capital Improvement Projects and 15% for Public Service Activities.
- ▶ Volusia County manages **Housing** requests.

Community Assistance

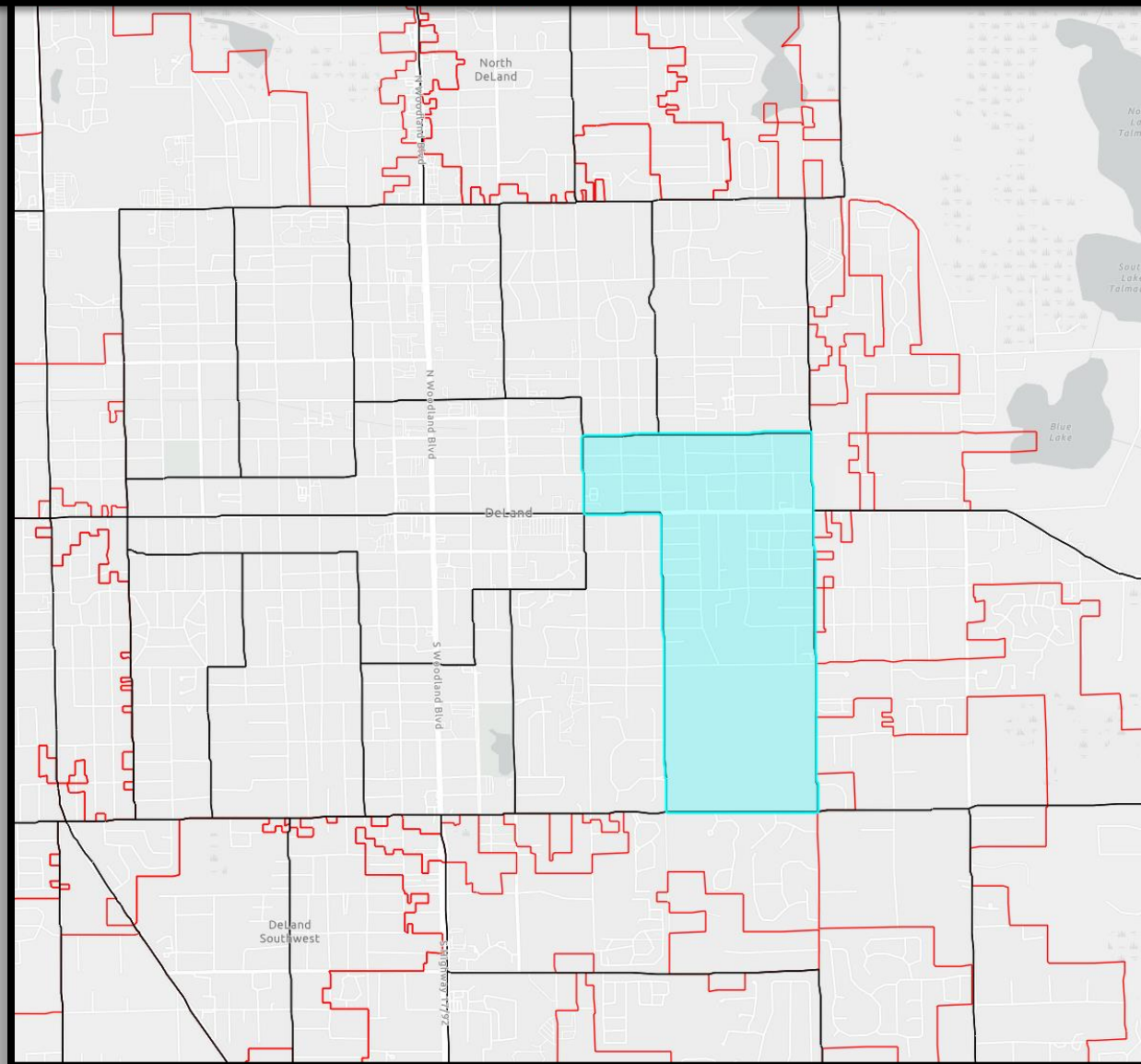
110 West Rich Avenue, DeLand, FL 32720

(386) 736-5955 / CDBG@deland.org





Low- and Moderate-Income Area Data, Map Application, based on 2016-2020 ACS



LMISD by Block Groups: Block Group 1, Census Tract 906, Volusia County, Florida



Zoom to

GEONAME	Block Group 1, Census Tract 906, Volusia County, Florida
Source	2020 ACS
OBJECTID	143436
STUSAB	FL
STATE	12
COUNTYNAME	Volusia County
COUNTY	127
TRACT	90600
BLKGRP	1
LOW	335
LOWMOD	455
LMMI	565
LOWMODUNIV	690
LOWMOD_PCT	65.90%
MOE_LOWMODPCT	+/-23.30%
UCLOW	
UCLOWMOD	
UCLOWMOD_PCT	
MOE_UCLOWMODPCT	

CDBG Budget - Current Fiscal Year - \$ 185,345

Oct. 1, 2024 - Sept. 30, 2025

Capital Improvement Projects (85%):

\$ 68,323 Utilities - Standby Generator for Lift Station #16 (E. Beresford & Hill Ave.)

\$ 89,220 Public Works - ADA Sidewalk Improvements (W. Volusia Ave.)

\$ 157,543 Capital Improvements Projects Total

Public Service Activity (15%):

\$ 27,802 Dr. Joyce M. Cusack Resource Center - Personnel

85% for Capital Improvement Projects = \$157,543

15% for Program Activities = \$27,802

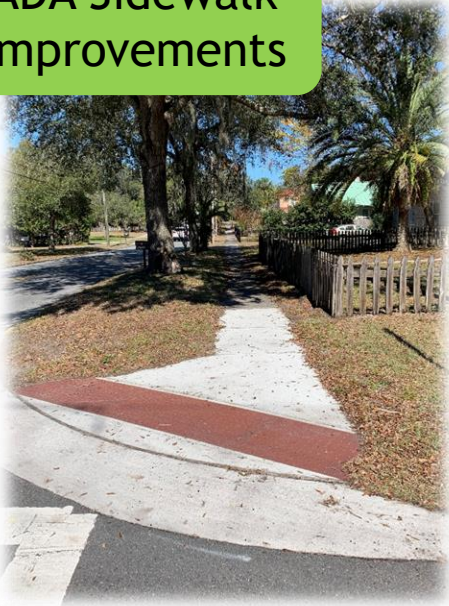
CDBG Projected Budget - FY 2025-2026 - \$ 185,345



Dr. Joyce M. Cusack
Resource Center



ADA Sidewalk
Improvements



Standby Generator for Lift
Station #54



Playground Shade Structures
(Chisholm Center Playground)



Lift Station #54



ADDITIONAL INFORMATION

- ▶ If you are interested or would like more information about the program, please complete the Attendance Sheet located in the rear of the Commission Chambers
- ▶ A Schedule and a copy of this presentation are also provided.

Emily Kunkel

Planner II / Historic Resource Coordinator

City of DeLand - First Floor

120 South Florida Avenue, DeLand, FL 32720

386-626-7018 / KunkelE@deland.org



CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS: Resolution, Department Head Memo

APPROVED BY: Michael Pleus, City Manager, January 27, 2025

SUMMARY/HIGHLIGHT:

The proposed resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2025 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes;
and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable;
and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

<u>POLICE</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO. DEPT/ASSET</u>
<u>NO. CITY WORKS ID</u>			
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30741A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30742A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30745A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30748A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30750A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30752A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30754A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30755A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30760A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30765A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30767A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30768A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC36371A
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		RS31807Z
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		RS58882Z
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		RS58886Z
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		RS65419Z
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		RS75227K
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		C636063M
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		C633288M
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		C636371M
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		C636347M
1226-N/A	Remington 11-87 Semi-Automatic Shotgun		CC30735A

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of February, 2025.

ATTEST:

Christopher M. Cloudman
Mayor-Commissioner

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



DeLand Police Department

Jason D. Umberger
Chief of Police



TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police *JDU 12/10/24*

SUBJECT: Surplus of Firearms

DATE: December 9, 2024

Listed below is City equipment we are requesting to surplus. These weapons are currently in our inventory and were not seized or confiscated; nor do the weapons have asset numbers. The age of the weapons is estimated to be over ten years old. Once the weapons have been surplused, we will provide the officers with an opportunity to purchase them.

Following are the serial numbers for the twenty-three Remington model 11-87 semi-automatic shotguns.

12. CC30768A	1. CC30741A
13. CC36371A	2. CC30742A
14. RS31807Z	3. CC30745A
15. RS58882Z	4. CC30748A
16. RS58886Z	5. CC30750A
17. RS65419Z	6. CC30752A
18. RS75227K	7. CC30754A
19. C636063M	8. CC30755A
20. C633288M	9. CC30760A
21. C636371M	10. CC30765A
22. C636347M	11. CC30767A
23. CC30735A	

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Spec Martin Drainage Improvements, Task Assignment No.25-
Amendment No.1- Post Design Services.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: CPH Amendment # 1 to Task Assignment No. 25

APPROVED BY: Michael Pleus, City Manager, January 27, 2025

SUMMARY/HIGHLIGHT:

In February 2024, the City Commission awarded an agreement for professional services to CPH, Inc. to provide topographic survey, geotechnical, civil and architectural services.

The subject Amendment # 1 to Task Assignment # 25 includes the following services:

1. Bid Phase Services which includes preparing bid documents, attending pre-bid meeting, responding to Bidders' inquiries and evaluating bids.
2. Construction Phase Services includes attending pre-construction meeting, reviewing of shop drawings, reviewing Request for Information (RFI), attending bi-weekly construction progress meetings and site inspections.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funds are available in the Parks & Recreation budget in the Capital Fund for the Post design fee.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 25 which includes bidding and Post Design Services, in the amount of \$15,708.00.

BACKGROUND/DISCUSSION:

N/A



January 15th, 2025

Ray Bahrami, P.E.
Deputy Public Services Director/City Engineer
City of DeLand

1102 S. Garfield Avenue
DeLand, FL 32724
(386) 626-7189

RE: DeLand Spec Martin Drainage Improvements (Task Assignment No. 25 – Amendment No. 1)
CPH Job No. D0942

Mr. Bahrami,

Attached to this letter is the Extra Work Authorization (EWA)/Amendment No. 1 for the DeLand Spec Martin Drainage Improvements project. The base contract for this project did not include bidding or construction administration services, and it has been requested that CPH provide these services.

Please refer to the attached Addendum/EWA No. 1 form and associated Staff-Hour Estimate. Please feel free to contact me at any time if you have any further questions or concerns. Thanks.

Regards,



Jeremy Morton, P.E.
Client Services Manager
CPH Consulting, LLC
Sanford Office: (407) 322-6841
jmorton@cphcorp.com

Amendment/Extra Work Authorization (EWA) No. 1		CPH
CPH Project #: D0942 Project Name: Spec Martin Stadium Drainage Improvements Client: Mr./Ms.: Mr. Ray Bahrami, P.E., PMP, CPM, CFM City Engineer: City of DeLand Address: 1102 S. Garfield Avenue City: DeLand, FL 32724	City Task Assignment No.: 25 Base Contract Fee Amount: \$104,847.00 Current Contract Date: 1/12/2024 Current Contract Fee Amount: \$104,847.00 Proposed Fee for Extra Work: \$15,708.00 Contract Fee Amount with this EWA: \$120,555.00	
All terms and conditions of the BASE CONTRACT, with all approved amendments to date, shall be applicable to this Extra Work Authorization, except that Professional Services hourly rates are updated to reflect periodic adjustments to CPH's published rate, if so marked below. Approval of this Extra Work Authorization will amend the scope of services, and professional fees.		
The following: ☐ Modified Scope of Service ☒ Additional Service, is proposed for Client's approval:		
PROPOSED FEE ADJUSTMENT (IF ANY)		
SCOPE DESCRIPTION		
1. These services include the extension/modification of the base contract to include Phase 5 (Bidding & Construction Administration) to accommodate additional services requested by the City. These services are limited to the City's requested attendance at the pre-bid & bid opening conferences (includes responses to bidders' questions & letter of recommendation for the lowest/most responsible bidder), pre-construction meeting (includes preparation of pre-construction meeting agenda), on site progress meetings (4) & site inspections (4) (biweekly for the 60 day duration of the project), shop drawings review and reviews/responses to Contractor RFI's (up to 10). If additional site visits or reviews/responses to RFI's are required, CPH will charge the City on a hourly basis per the attached professional service rates. This EWA does not include pay application review services, but this service can be provided by CPH at an hourly cost basis if it is requested by the City.		
Sub-Total 1		\$15,708.00
TOTAL EWA No. 1		\$15,708.00
Proposed by:		
Jeremy Morton, P.E. CPH Project Manager	Approved: Date: 1/15/2025	Client: _____ Signature: _____ Date: _____

Spec Martin Drainage Improvements - Task Assignment No. 25 - Amendment/EWA No. 1 (Post Design Services)									
City of DeLand									
ITEM	DESCRIPTION	Project Manager V (Civil)	Engineer II (Civil)	Architect V	Arch Designer V	Expenses	Cost by Task		
Current CPH Hourly Rates		\$275.00	\$151.00	\$282.00	\$150.00	\$	\$		
5.0 - Construction Phase Services									
	Bidding Services (Pre-Bid, Bid-Open, Bid Review)	3	14	2	5		\$	4,253.00	
	Pre-Construction Services (Pre-Construction Meeting & Agenda Preparation)	3	6	2	2		\$	2,595.00	
	Review of Shop Drawings		6	1	3		\$	1,638.00	
	Review Contractor RFI's (10)	4	6	1	5		\$	3,038.00	
	Construction Progress Meetings (4) & Site Inspection (4) (Biweekly for 8 Weeks)		20	2	4		\$	4,184.00	
	Construction Phase Services Total	10	52	8	19	\$	-	\$15,708.00	
Post Design Services EWA No. 1 Total									
								\$15,708.00	

CITY OF DELAND STANDARD RATES

Effective: October 11, 2023

Category	Rate
Principal I	\$336
Discipline Manager II	\$280
Discipline Manager I	\$253
Project Manager V	\$275
Project Manager IV	\$216
Project Manager III	\$190
Project Manager II	\$160
Project Manager I	\$141
Manager II	\$185
Manager I	\$152
Engineer V	\$260
Engineer IV	\$204
Engineer III	\$157
Engineer II	\$151
Engineer I	\$123
Architect V	\$282
Architect IV	\$202
Architect III	\$190
Architect II	\$182
Architect I	\$111
Interior Designer	\$114
Landscape Architect III	\$156
Landscape Architect II	\$145
Landscape Architect I	\$130
Designer V	\$150
Designer IV	\$132
Designer III	\$123
Designer II	\$103
Designer I	\$97
Scientist III	\$144
Scientist II	\$119
Scientist I	\$90

Category	Rate
Coordinator III	\$147
Coordinator II	\$130
Coordinator I	\$120
Planner III	\$165
Planner II	\$152
Planner I	\$127
GIS Manager	\$150
GIS Analyst III	\$130
GIS Analyst II	\$119
GIS Analyst I	\$95
Technician III	\$160
Technician II	\$135
Technician I	\$110
Analyst III	\$135
Analyst II	\$127
Analyst I	\$110
CADD III	\$131
CADD II	\$96
CADD I	\$88
Administrative V	\$162
Administrative IV	\$121
Administrative III	\$99
Administrative II	\$76
Administrative I	\$74
Project Administrator II	\$142
Project Administrator I	\$130
Intern II	\$76
Intern I	\$66
Graphic Designer III	\$147
Graphic Designer II	\$125
Graphic Designer I	\$106

Category	Rate
Construction Manager II	\$173
Construction Manager I	\$165
Construction Rep III	\$163
Construction Rep II	\$131
Construction Rep I	\$115
Surveyor III	\$188
Surveyor II	\$137
Surveyor I	\$125
Crew Chief	\$112
Instrument Operator	\$87
Survey Crew - 3 Man	\$360
Survey Crew - 2 Man	\$335
Survey Crew - 1 Man	\$260
GPS Crew II	\$260
GPS Crew I	\$185



*Rates are good for up to three years and will be adjusted based on annualized Consumer Price Index.

*Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.

*Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.

CITY OF DELAND
Request for Commission Action
February 3, 2025

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

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, SR DR 4834 FL DeLand City of-Z5050-Funding Agreement

APPROVED BY: Michael Pleus, City Manager, January 27, 2025

SUMMARY/HIGHLIGHT:

The City was impacted by Hurricane Milton in October 2024, incurring storm related costs for debris removal, emergency protective measures and repair or replacement of damaged facilities. A Federal Disaster was declared on October 11, 2024, making these expenditures eligible for reimbursement through the Federal Emergency Management Agency (FEMA).

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Disaster Recovery

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR DEBRIS REMOVAL, EMERGENCY PROTECTIVE MEASURES AND REPAIR OR REPLACEMENT OF DISASTER DAMAGED FACILITIES, CONTRACT NUMBER Z5050; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand was impacted by Hurricane Milton (FEMA-4834-DR-FL) in October 2024 and incurred storm related costs for debris removal, emergency protective measures and damaged facilities; and

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

WHEREAS, the City of DeLand (“City”) desires to obtain federal disaster recovery funds to offset the expenses incurred by the City in responding to Hurricane Milton as well as to obtain reimbursement funds for damage sustained to City property; and

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

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

Section 1. The City Commission of the City of DeLand hereby authorizes execution and acceptance of the Federally-Funded Subaward and Grant Agreement (Contract Number Z5050) between the City and FDEM.

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

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

PASSED AND DULY ADOPTED this 3rd day of February 2025.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

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

Subrecipient's name: DeLand, City Of

Subrecipient's unique entity identifier: J2N4T56E6SN1

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

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

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

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

Name of Federal awarding agency:

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

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

DeLand, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

Federal agencies with audit, regulatory, or enforcement authority;

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

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

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

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

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

Name: Michael Pleus, City Manager
Address: 120 South Florida Avenue
DeLand, FL 32720
Telephone: 386-626-7109
Email: pleusm@deland.org

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

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

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

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

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

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

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

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

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

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

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

(13) RECORDS

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

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau’s overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor’s report.
- f. Per (2 CFR §200.512(d), the subrecipient’s auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

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

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

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

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

(16) MONITORING

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

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

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

(17) LIABILITY

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

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

(18) TERMINATION

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

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

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

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

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

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

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

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

SUBRECIPIENT: DeLand, City Of

By: _____

(Signature)

Name: Michael Pleus

Title: City Manager

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized
Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

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

Instructions for Completion

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

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

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

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

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

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

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

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

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

Subrecipient: DeLand, City Of

Box 1: Authorized Agent (Full Access)

Name
Michael Pleus

Signature

Organization / Official Position
City of DeLand / City Manager

Mailing Address
120 South Florida Avenue

City, State, Zip
DeLand, FL 32720

Daytime Telephone
386-626-7109

E-mail Address
pleusm@deland.org

Box 2: Primary Contact (Full Access)

Name
Daniel Stauffer

Signature

Organization / Official Position
City of DeLand / Finance Director

Mailing Address
120 South Florida Avenue

City, State, Zip
DeLand, FL 32720

Daytime Telephone
386-626-7079

E-mail Address
staufferd@deland.org

Box 3: Alternate Contact (Full Access)

Name
Heidi Van Etten

Signature

Organization / Official Position
City of DeLand / City Manager

Mailing Address
120 South Florida Avenue

City, State, Zip
DeLand, FL 32720

Daytime Telephone
386-626-7071

E-mail Address
vanettenh@deland.org

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

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

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

Name
Kieu Moses

Signature

Organization / Official Position
City of DeLand / City Manager

Mailing Address
120 South Florida Avenue

City, State, Zip
DeLand, FL 32720

Daytime Telephone
386-626-7112

E-mail Address
mosesk@deland.org

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

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

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

Subrecipient Authorized Representative Signature

Date

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

Subrecipient: DeLand, City Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

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

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

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

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

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

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

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

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

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

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

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

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

Attachment C

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

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

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

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

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

By: _____

Signature

Michael Pleus, City Manager

Name and Title

120 South Florida Avenue

Street Address

DeLand, FL, 32720

City, State, Zip

Date

DeLand, City Of

Subrecipient's Name

Z5050

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the ([insert name of the non-federal entity entering into the contract](#)) and understands and agrees that the ([insert name of the non-federal entity entering into the contract](#)) will, in turn, report each violation as required to assure notification to the ([insert name of the pass-through entity, if applicable](#)), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

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

Signature of Contractor's Authorized Official

Michael Pleus, City Manager

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Subrecipient/contractor's Authorized Official

Michael Pleus, City Manager

Name and Title of Subrecipient/contractor's Authorized Official

Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Resolution Approving Amendment #1 to FDOT Public Transportation Grant Award 454340-1-94-01 for Airport T-hangar Electrical Improvements Design and Construction Project.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Amendment #1 PTGA to Sponsor 454340-1-94-01 T-Hangar Electrical Upgrades at DED

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

At their February 5, 2024 meeting, the City Commission awarded a FDOT grant in the amount of \$16,000 to design T-hangar Electrical Improvements project. It consisted of replacing the existing electrical services at T-hangars A, B, C, and upgrading the electrical equipment in each T-hangar unit. The original grant has been amended to include construction costs. It is anticipated that the current meters, disconnects, and panels will be replaced and upsized. The project will also include exterior wall pack lighting upgrades, and a photocell and timer-controlled contactors for lighting the T-hangar taxilanes in between the buildings. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$140,000.00) of the total construction cost of \$175,000.00.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The new total project cost of \$195,000 (Construction cost of \$175,000 plus \$20,000 for design) is memorialized in the amendment. This would require an additional contribution by the airport fund of \$35,000. If approved, the attached grant agreement will provide a maximum of \$140,000 or 80% in FDOT funding, with remaining funds, \$35,000 or 20%, to be provided by the Airport budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and Public Transportation Grant Agreement in the amount of \$140,000.00.

BACKGROUND/DISCUSSION:

The existing electrical service on T-hangars A, B, & C are undersized, nearing end of life and require major upgrading. The current breaker panels on each T-hangar building only have four breakers for all 10 T-hangar units which creates a common occurrence of breakers being tripped.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NUMBER 454340-1-94-01 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has offered to the City of DeLand an Amendment to the Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the Hangar Electrical Improvements, infrastructure design at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

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

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

Section 1. The City Commission hereby sets aside the additional amount of \$35,000 to pay for its share (20%) of the anticipated cost.

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

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

PASSED AND DULY ADOPTED this 3rd day of February 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088719
454340-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000307028
Contract Number: G2U17	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of DeLand, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 2/12/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add scope for construction and additional funds.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 10/24

X *Additional Exhibit(s): Exhibit E1

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$175,000 bringing the revised total cost of the project to \$195,000.

The Department's participation is X increased/ decreased by \$140,000. The Department agrees to participate in the Project cost up to the maximum amount of \$156,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project scope includes replacement of the existing electrical services at T-Hangar Buildings A, B, C, and upgrading the electrical equipment in each individual T-Hangar unit. The existing electrical service is undersized and requires upgrading. It is anticipated the existing service equipment including meters, disconnects, and panels will be replaced and upsized from the existing. The Project will also make energy code upgrades, including LED lighting and automatic lighting controls in each T-hangar. Additionally, the exterior wall pack lighting will be upgraded, and photocell and timer-controlled contactors will be provided for lighting the T-hangar taxilanes in between the buildings.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Construct T-Hangar Electrical Improvements: As required by 215.971, F.S., this scope of work includes but is not limited to planning, consultant, permitting, administrative support services, mobilization and demobilization, signage, light poles, including all materials, equipment, labor, and incidentals, needed to install new, or replace/upgrade existing landside lighting systems.

The project is amended to add construction scope of services and funding for construction based on the Agency's winning bid amount. The specifics of the Project Scope for construction are described in and limited by the 100% Project Construction Bid documents identified as "T-Hangar Electrical Upgrades at Deland Municipal Airport" prepared by AVCON, Inc., dated June 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material unless prior written approval for FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454340-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$16,000.00
454340-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$140,000.00
454340-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$35,000.00
454340-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$4,000.00
Total Financial Assistance							\$195,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$156,000.00	\$39,000.00	\$0.00	\$195,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$156,000.00	\$39,000.00	\$0.00	\$195,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
---	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$156,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Award of Bid for T-hangar Electrical Upgrades.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: B2501 Tabulation, ROA Letter and Bid Tab

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

This project consists of replacing the existing electrical services at T-hangars A, B, C, and upgrading the electrical equipment in each T-hangar unit. It is anticipated that the current meters, disconnects, and panels will be replaced and upsized. The project will also include exterior wall pack lighting upgrades, and a photocell and timer-controlled contactors for lighting the T-hangar taxilanes in between the buildings.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. In November 2024, four bids were received from Bluewater Telecommunications, Inc., EAU Gallie Electric, Inc, COSMAC, Inc, and RCM Utilities, Inc. as summarized on the attached bid tabulation. After careful review of budget and grant funding, Staff would like to move forward with award of the bid. Bluewater Telecommunications, Inc. was the lowest and the most responsible bidder in the total amount of \$136,896.36.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Facilities and Infrastructure

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest bidder, Bluewater Telecommunications, Inc. submitted a base bid amount of \$136,896.36. The FDOT has agreed to fund 80% (\$109,517.09) with the airport budget funding the remaining 20% (\$27,379.27). The FY 24/25 Airport budget includes \$200,000 for T-Hangar upgrades, funded 80% (or \$160,000) by FDOT grants and 20% (or \$40,000) by the Airport revenues/reserves.

RECOMMENDATION:

Staff recommends that the City Commission award the T-hangar electrical upgrade project to Bluewater Telecommunications, Inc in the amount of \$136,896.36.

BACKGROUND/DISCUSSION:

N/A

TABULATION - B-25-01
T-HANGAR ELECTRICAL SERVICE UPGRADE

Item No.	Description	Estimated Quantity	Unit	Bluewater Telecommunications		Eau Gallie Electric		RCM Utilities		TLC Electric	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	T-HANGAR ELECTRICAL SERVICES UPGRADES	1	LS	\$117,901.17	\$117,901.17	\$147,266.00	\$147,266.00	\$180,000.00	\$180,000.00	\$173,616.00	\$173,616.00
2	MOBILIZATION (10% MAX)	1	LS	\$13,100.13	\$13,100.13	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$8,681.00	\$8,681.00
3	BONDS & INSURANCE	1	LS	\$5,895.06	\$5,895.06	\$3,220.00	\$3,220.00	\$3,600.00	\$3,600.00	\$7,639.00	\$7,639.00
Total					\$136,896.36		\$165,486.00		\$193,600.00		\$189,936.00

*Note: All bids are subject to review and tabulation is not final.



December 18, 2024

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

Mr. John Eiff
Airport Manager
City of DeLand / DeLand Municipal Airport
1000 Flightline Blvd
DeLand, FL 32720

**Re: Recommendation to Award
DeLand Municipal Airport (DED)
B-25-01 – T-Hangar Electrical Upgrades**

Dear Mr. Eiff:

On November 21, 2024, at 3:00PM, the City received bids on the above-referenced project. A total of four (4) bids were received as follows:

Bidder	Base Bid
Bluewater Telecommunications, Inc.	\$136,896.36
Eau Gallie Electric, Inc.	\$165,486.00
Cosmac, Inc. dba TLC Electric, Inc.	\$189,936.00
RCM Utilities, Inc.	\$193,600.00

A complete Bid Tabulation is attached.

The apparent low bidder is **Bluewater Telecommunications, Inc. (Bluewater)** whose **Bid Total is \$136,896.36**. Bluewater submitted the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1-3, a list of the last ten similar projects completed ranging in value from \$39.2k to \$6.1M, as well as certain other required proposal documents.

There were some incomplete/missing items from the proposal which may need to be requested from Bluewater for their bid to be considered complete and responsive, as follows:

- Bid Form (00100-5) – missing company seal.
- Attachment D Questionnaire (00100-9 thru 11):
 - o Q14 Disclosure Form – not provided.
 - o Q15 Balance Sheet – not provided.
 - o Q17 Corp Info Sheet from FL Div of Corporations – not provided.
- Bidder Information (00160) – no “*” for who will sign contract.
- Bidder Experience (00160) – no contact names for projects.
- W-9 (00160) – not provided.
- Public Entity Crimes Form (00160 – Page 51, #5):
 - o Missing FEIN #



- All three items initialed – meaning officers have been charged with a crime.

The second low bid was from Eau Gallie Electric, Inc. (EGE) whose Base Bid Total is \$165,486.00. EGE also submitted the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1-3, a list of the last eight similar projects completed ranging in value from \$973k to \$3.3M, as well as certain other required proposal documents.

There were some incomplete/missing items from the proposal which may need to be requested from EGE as follows:

- Bid Form (00100-5):
 - missing company seal
 - missing signature
- Attachment D Questionnaire (00100-9 thru 11):
 - Q14 Disclosure – not provided.
 - Q15 Balance Sheet – not provided.
- Bidder Information (00160) – no “*” for who will sign contract.
- Bidder Experience (00160) – no contact names for projects.

Notwithstanding the City's Legal Counsel review (and receipt of the missing or incomplete items noted above if deemed necessary), **AVCON** recommends award of the contract to **Bluewater Telecommunications, Inc. for the Total Bid amount of One Hundred Thirty-Six Thousand, Eight Hundred Ninety-Six Dollars and 36/100 (\$136,896.36)**, subject to the availability of funding.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Daniel J. Nickols, Jr., P.E.
Senior Project Manager

Attachment: Bid Tabulation



DELAND MUNICIPAL AIRPORT
B-25-01, T-HANGAR ELECTRICAL SERVICE UPGRADES
BID TABULATION

					BLUEWATER TELECOMMUNICATIONS, INC.		EAU GALLIE ELECTRIC, INC.		COSMAC, INC. dba TLC ELECTRIC, INC.		RCM UTILITIES, LLC	
INDEX	FAA SPEC NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	--	T-Hangar Electrical Service Upgrades	LS	1	\$117,901.17	\$117,901.17	\$147,266.00	\$147,266.00	\$173,616.00	\$173,616.00	\$180,000.00	\$180,000.00
2	--	Mobilization (10% Maximum)	LS	1	\$13,100.13	\$13,100.13	\$15,000.00	\$15,000.00	\$8,681.00	\$8,681.00	\$10,000.00	\$10,000.00
3	--	Bonds and Insurance	LS	1	\$5,895.06	\$5,895.06	\$3,220.00	\$3,220.00	\$7,639.00	\$7,639.00	\$3,600.00	\$3,600.00
TOTAL BASE BID					\$136,896.36		\$165,486.00		\$189,936.00		\$193,600.00	

Bid Tabulation completed by Daniel J. Nickols, Jr., P.E.
Signed:

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Approval of Construction Administration Services - AVCON, Inc. for T-Hangar Electrical Improvements A, B & C.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Avcon Scope of Services

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

This project includes replacement of the existing electrical services at T-Hangar Buildings A, B, C and upgrading the electrical equipment in each individual T-Hangar unit. The existing electrical service is undersized and requires upgrading. It is anticipated the existing service equipment including meters, disconnects, and panels will be replaced and upsized from existing. The project will also make energy code upgrades, including LED lighting in each T-Hangar. Additionally, the exterior wall pack lighting will be upgraded, and photocell and timer -controlled contactors will be provided for lighting the T-Hangar taxilanes in between the buildings.

The subject Construction Administration Services by Avcon includes Reviewing shop drawing, Attending Pre-construction conference, Processing Contractor Pay Requests, Visiting construction site, Attending weekly Job Coordination Meetings, Responding to various Requests for Information (RFIs), Reviewing Change Order Requests, Attending and documenting substantial and final completion site visits and Preparing Record Drawings.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

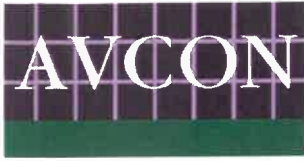
The Florida Department of Transportation (FDOT) has agreed to fund 80% (\$9,696) with the remaining 20% (\$2,424) to be provided by the Airport Enterprise Fund which is included in FY24-25 Airport budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional construction administration services for T-Hangar Electrical Improvements in the amount of \$12,120.

BACKGROUND/DISCUSSION:

Completion is expected in the Summer of 2025.



AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122

January 10, 2025

**Reference: Professional Engineering Services Proposal
T-Hangar Electrical Improvements
Deland Municipal Airport (DED)**

Dear Mindy:

As requested, **AVCON INC.** (AVCON) has prepared the following proposal to provide Construction Phase Services for the Electrical Upgrades for Deland Municipal Airport T-Hangar Facilities A, B, and C.

PROJECT UNDERSTANDING

The existing electrical services and equipment at T-Hangar facilities A, B, and C are nearing the end of life and are currently undersized, which results in nuisance tripping of breakers.

The Project includes replacement of the existing electrical services at T-Hangar Buildings A, B, C, and upgrading the electrical equipment in each individual T-Hangar unit. The existing electrical service is undersized and requires upgrading. It is anticipated the existing service equipment including meters, disconnects, and panels will be replaced and upsized from the existing. The Project will also make energy code upgrades, including LED lighting in each T-hangar. Additionally, the exterior wall pack lighting will be upgraded, and photocell and timer controlled contactors will be provided for lighting the T-hangar taxilanes in between the buildings.



Transforming Today's Ideas into Tomorrow's Reality



SUMMARY OF SERVICES

Construction Administration

- a. Catalog, review and approve shop drawings, samples, and other submissions as to conformance with design concept, permitting conditions and construction documents. Incorporate DED comments with respect to the same.
- b. Attend Pre-construction conference and review and process Contractor Pay Requests.
- c. Provide periodic (3 site visits) on-site project observation of the progress, quality, and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward determining whether the completed project will generally conform to the Contract Documents. During such visits, and on the basis of on-site observations, the Consultant shall keep the Airport informed of the progress of the work, shall endeavor to guard the Airport against defects and deficiencies on the work of Contractor(s), and may disapprove or reject work as failing to conform to the Contract Documents.
- d. Attend weekly Job Coordination Meetings (JCMs) virtually.
- e. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries.
- f. Review and advise DED to Change Orders Requests (CORs) as prepared by the Contractor, and
- g. Attend and document one (1) substantial and one (1) final completion site visits.

Closeout Documents

- h. Prepare Record Drawings from markups from Contractor.

Construction Phase Services Fees

For the above-noted Scope of Work, AVCON proposes a Total Lump Sum Fee of Twelve thousand, one hundred twenty and 00/100 dollars (\$12,120.00), as set forth in the attached fee spreadsheet. This proposal includes the proposed support work from JLC in the amount of \$5,500.00.

We appreciate the opportunity to provide this proposal and look forward to working with you toward the successful completion of the project.



ATTEST:

By: [Signature]
Printed Name: JACK THOMPSON
Title: DIR. of GA SERVICES

AVCON

By: [Signature]
Printed Name: SANDEEP SINGH, PE
Title: PRESIDENT

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

CITY OF DELAND

By: _____
Christopher M. Cloudman,
Commissioner - Mayor

Date: _____

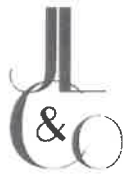


EXHIBIT B - HOUR AND FEE PROPOSAL
T-HANGAR ELECTRICAL UPGRADES - CONSTRUCTION PHASE SERVICES
DELAND MUNICIPAL AIRPORT

01/10/2025

TASK	DESCRIPTION	Principal		Project Manager		Sr. CADD Design		Admin		Labor		Subconsultant Cost
		Rate/Hour: \$	240	Rate/Hour: \$	167	Rate/Hour: \$	89	Rate/Hour: \$	65	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
1	CONSTRUCTION PHASE SERVICES											
1.1	Grant Administration and Project Coordination	2	\$ 480		\$ -		\$ -		\$ -	2	\$ 480	\$ -
1.2	Preconstruction meeting to review project scope		\$ -	4	\$ 668		\$ -		\$ -	4	\$ 668	\$ -
1.3	Attend weekly construction progress meetings (virtual)		\$ -	6	\$ 1,002		\$ -		\$ -	6	\$ 1,002	\$ -
1.4	Prepare and maintain shop drawing and RFI logs		\$ -		\$ -		\$ -	2	\$ 130	2	\$ 130	\$ -
1.5	Detailed review of shop drawings, material certifications, and drawings submitted by the Contractor		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ -
1.6	Review RFI and provide responses		\$ -	2	\$ 334		\$ -	1	\$ 65	3	\$ 399	\$ -
1.7	Review of Contractor monthly pay applications		\$ -	2	\$ 334		\$ -		\$ -	2	\$ 334	\$ -
1.8	Review change order requests and supplemental agreements		\$ -	2	\$ 334		\$ -		\$ -	2	\$ 334	\$ -
1.9	Conduct periodic site visits (assume 3 visits)		\$ -	12	\$ 2,004		\$ -		\$ -	12	\$ 2,004	\$ -
1.10	Perform substantial and final field inspections		\$ -	6	\$ 1,002		\$ -		\$ -	6	\$ 1,002	\$ -
1.11	Subconsultant		\$ -		\$ -	3	\$ 267		\$ -	3	\$ 267	\$ 5,500
	Subtotal	2	\$ 480	34	\$ 5,678	3	\$ 267	3	\$ 195	42	\$ 6,620	\$ 5,500
	Total	2	\$ 480	34	\$ 5,678	3	\$ 267	3	\$ 195	42	\$ 6,620	\$ 5,500

Total Project Fee \$ 12,120



December 9th, 2024

Jack Thompson, C.M., LEED A.P.
Director of General Aviation Services
AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Office: 407.599.1122, Ext: 250
Fax: 407.599.1133
jthompson@avconinc.com

Re: **T-HANGAR ELECTRICAL IMPROVEMENTS - DELAND MUNICIPAL AIRPORT - DELAND, FL I**
CONSTRUCTION ADMINISTRATION SERVICES FEE PROPOSAL
Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering Services Fee Proposal

Dear Jack:

General Project Description:

This fee proposal is based on providing electrical engineering construction administration services for the project design by AVCON\JLC at the Deland Municipal Airport's T-Hangars. As design and bidding phases are complete, this proposal will be ONLY for construction administration services.

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION SERVICES:

General:

Our scope of work will include:

1. Provide responses to contractor RFI Responses.
2. Review equipment and material shop drawings/submittals provided by the contractor.
3. Provide one (1) pre-construction meeting (on site or via teleconference).
4. Perform up to two (2) total site visits with associated field reports:
 - a. (1) Electrical rough in observation of work visit.
 - b. (1) Final completion walk through visit.

SERVICES NOT INCLUDED

Services not part of the Scope of Basic Services include, but are not limited to, the following:

- MEP Design Services.
- Value Engineering Consulting/Redesign.
- Construction Document Modifications due to in-field changes or contractor modifications.
- Owner's representative services.
- Variance processing or requests.
- Attendance of OAC or regularly occurring meetings.



FEE

In exchange for our performance, you agree to pay us for the basic scope of services a fee of the following amount:

PROJECT FEE BREAKDOWN

Construction Administration Services:	\$ 5,500.00
---------------------------------------	-------------

Notes:

- (1) Requested shipping and plotting will be billed as reimbursable expenses. Plotting will be billed at \$.30/SF.
(2) Fee is valid if executed within 90 days and work commenced within 120 days of issuance/the proposal date indicated on the 1st page of this proposal. If this proposal is not executed within 90days and/or if work is not commenced within 120 days of the proposal date, this fee proposal is NOT valid, and pricing may be subject to change.

Thank you for considering Joseph, Lawrence & Co. – Space Coast for this project. We look forward to working with you and being an integral part of the team.

This proposal along with the attached terms and conditions represents our entire agreement. Please sign this proposal in the space below to execute this agreement.

Best wishes,

Joseph, Lawrence & Company – Space Coast

Lawrence M. Stoff, P.E., LEED AP BD+C
Principal

Client Authorization to Proceed:

Client Signature

Date

Please see attached terms and conditions

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Recognition of “Right of First Refusal” Between MT Propeller USA, Inc. and the City of DeLand.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Sport Aviation Village Parcels, 8-10, 1099 Skydive Drive, ROFR MT Propeller

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

On the east side of the DeLand Airport in the Sport Aviation Village, Parcels 8-10, at 1099 Skydive Drive, MT Propeller USA a valued airport tenant which already has two hangars on the airport is experiencing rapid growth and needs to expand their operation by constructing a 20,000 square foot hangar. Because of the extensive work needed to obtain final design as well as securing the appropriate permits from all agencies MT-Propeller wishes to enter into a Right of First Refusal to ensure that the parcel will be available as MT-Propeller and City Staff finalize the final draft of the new ground lease.

The proposed new Ground Lease Agreement, will provide a lease term of 20 years with two successive renewals of 15 years. Terms and conditions of the new leases are similar to the those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This “Right of first refusal” will generate \$2,000 in revenue to the DeLand Airport Enterprise Fund which will ultimately transition into a major ground lease if the lease is executed and an annual lease payment.

RECOMMENDATION:

Staff recommends approval of the “Right of first refusal” agreement between MT Propeller USA and the City of DeLand and authorizes the Mayor Commissioner to execute the attached “Right of first refusal” agreement.

BACKGROUND/DISCUSSION:

The right of first refusal gives MT-Propeller USA, Inc., for a period of one year, a right to lease the subject property before the City leases it to any other party. In this fashion, MT-Propeller USA can be assured that the City will not lease to another entity and will be comfortable expending funds to design and acquire a building for the subject parcel. It is in theory possible that MT-Propeller would not exercise its right of first refusal and/or never execute a lease on this site, but the plan is for them to continue to expand at the DeLand Airport

and staff wants to do everything it can to encourage MT-Propeller's additional investment and continued productivity at the DeLand Airport.

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this 16th day of January 2025, by and between MT-Propeller USA, Inc, whose mailing address is 1180 Airport Terminal Drive, DeLand, FL 32724, hereinafter referred to as "MT-Propeller", and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, MT-Propeller is a Propeller Specialists Company; and

WHEREAS, MT-Propeller has requested that the CITY grant to MT-Propeller, and the CITY desires to grant to MT-Propeller, a first right of first refusal with respect to a ground lease of real property located at the CITY's Airport as described herein; and

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is described in the Exhibit attached hereto and incorporated herein by this reference thereto which Exhibit is a survey prepared by Blackwell and Associates of a vacant lot approximately 2.86 acres minus 14,918 sq. ft. on the west end and styled as "Image of Lease Description for Sport Aviation Village Parcels 8-10, at 1099 Skydive Drive, DeLand, Florida 32724 (DeLand Municipal Airport)", dated August 23, 2021. (the real property shall hereinafter be referred to as the "Property"); and

NOW THEREFORE, for two thousand and no/100ths dollars (\$2,000.00) in hand paid by MT-Propeller to the CITY, and other good and valuable consideration, the receipt and sufficiency of which the CITY and MT-Propeller hereby acknowledge, the parties agree as follows:

SECTION 1. RIGHT OF FIRST REFUSAL.

(a). In the event that the CITY receives a *bona fide* offer in the form of a term sheet, a letter of intent or an executed lease (hereinafter the "Offer") to enter a ground lease relative to the Property, with no material terms yet to be negotiated, MT-Propeller shall have the prior, exclusive right to meet any such Offer, which Offer the CITY desires to accept.

(b). In the event of the receipt of such Offer which the CITY desires to accept, the CITY shall notify MT-Propeller in writing (hereinafter the "Notice") of all of the terms and provisions of said Offer while providing MT-Propeller with a copy thereof with the Notice. The Notice shall be transmitted by the CITY to MT-Propeller within five (5) business days of receipt of the Offer.

(c). MT-Propeller shall have the prior exclusive option to match the Offer at the same price or lease amount and on the same terms and conditions as contained in such Offer. MT-Propeller shall have five (5) business days from the receipt of the Notice to notify the CITY in writing if it elects to exercise its rights hereunder.

(d). If MT-Propeller fails to notify the CITY within the foregoing five (5)-day period, MT-Propeller shall be deemed to have elected not to exercise said option. If the CITY does not thereafter sell or lease the Property to the third party making such Offer at the price or lease amount and upon the terms and conditions set forth in the Notice, MT-Propeller rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another third party, to lease the Property.

(e). If MT-Propeller elects to exercise said option, the CITY shall execute a City of DeLand standard form ground lease for the Property with MT-Propeller within thirty (30) days thereafter. The two thousand and no/100ths dollars (\$2,000.00) paid by MT-Propeller to the CITY as consideration for this Agreement shall, in such event, be credited to the benefit of MT-Propeller toward it's initial \$2,000.00 worth of lease payments or security deposits.

(f). MT-Propellers "right of first refusal" option under this Agreement shall continue in force for one (1) year from the date of this Agreement indicated in the opening paragraph of this Agreement. MT-Propeller shall not have the right to assign its rights under this Agreement to a third party.

(g). If MT-Propeller elects not to exercise its right of first refusal or this Agreement expires without a Notice having been given by the City, the \$2,000.00 paid to the City pursuant to this Agreement shall be deemed the property of the City and MT-Propeller shall have no claim to such money.

SECTION 2. NOTICES.

(a). Whenever either party desires to give notice unto the other, notice shall be sent to:

For the CITY:

John Eiff
DeLand Airport Manager
1000 Flight Line Boulevard
DeLand, Florida 32724

With a copy to:

Darren J. Elkind, Esquire
City Attorney
142 E. New York Avenue
DeLand, Florida 32724

For MT-Propeller:

Peter Marshall, MT-Propeller USA, Inc
1180 Airport Terminal Drive
DeLand, FL 32724

(b). Either of the parties may change, by written notice, the addresses or persons for receipt of notices.

SECTION 3. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

SIGNATURE BLOCKS FOLLOW:

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

CITY OF DELAND, FLORIDA

Christopher Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, Esquire
City Attorney

MT-Propeller USA, Inc.



Peter Marshall, General Manager

MT-Propeller USA, Inc.
1180 Airport Terminal Drive
DeLand, FL 32724

CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Utility Service Agreement for Wisteria.

DEPARTMENT: Utilities

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

ATTACHMENTS: Wisteria USA partially signed

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

The Wisteria subdivision complex project is located at the north east corner of the intersection of north Garfield Avenue and east Kentucky Avenue. The proposed subdivision will equate to fifty (50) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided. As is consistent with City policy, the developer has executed this agreement for the use and planned improvements to allow increased density in proportion to the capacity of such utilities used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Wisteria subdivision.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
WISTERIA**

THIS AGREEMENT is entered into this 22 day of January, 2025, between the City of DeLand (City) and KENTUCKY AND GARFIELD, LLC (Developer) regarding utility service for the, Wisteria project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at 525 East Kentucky Ave DeLand, FL and described as:

TAX PARCEL NUMBERS
700400000280

4 17 30 SW 1/4 OF SE 1/4 OF NE 1/4 EXC W 250 FT OF N 200 FT & EXC W 25 FT IN ROAD
PER OR 4649 PG 4595 & OR 5557 PG 2831

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

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

- One 12" water main wet tap connection with a 12" x 12" x 6" Stainless Steel tapping sleeve, (1) 6" Gate Valve and approximately 50 LF +/- of 6" HDPE piping.
- One 4" sewer force main connection by core drilling into an existing sewer manhole, (3) 4" 45-degree bend fittings, and approximately 1,534 LF +/- of 4" HDPE or PVC piping.
- All sewer gravity lines, force main line, lift station, and irrigation piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the Developer or its assigns.
- All connections to City facilities shall be made at Developer's expense. All water meters 2" and below will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.



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

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

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

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

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

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

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed Wisteria, Developer agrees to sign a covenant to support annexation to the City of DeLand. This covenant shall be recorded and shall be binding upon all successors and assigns.

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

Section 19. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.



KENTUCKY AND GARFIELD, LLC

CITY OF DELAND

[Signature]
Name: Randy Stallard

Title: member

Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

[Signature]
Name: Jorene Stallard
Secretary

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

[Signature]
Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____

My Commission expires: _____

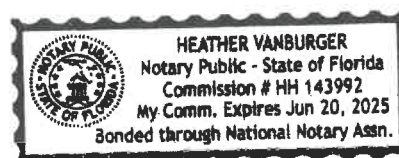
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of January, 2025 by Randy Stallard the member of Kentucky and Garfield, LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.

[Signature]
Notary Public - State of Florida

Name: Heather VanBurger

My Commission expires: June 20th 2025



CITY OF DELAND
Request for Commission Action
February 3, 2025

SUBJECT: Consideration re Acceptance of Utility Easement from TLC Edgewater, LLC for the River Booster Pump Station Site Located at 1626 West Beresford Avenue.

DEPARTMENT: Utilities

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

ATTACHMENTS: Edgewood - Utility Easement to City Deland (Executed)

APPROVED BY: Michael Pleus, City Manager, January 28, 2025

SUMMARY/HIGHLIGHT:

TLC Edgewater, LLC will be constructing a subdivision at the SW intersection of Beresford Road and Fatio Road in Volusia County. As a condition of approval for the proposed subdivision, the City Utilities Department requested that a dedicated area be set aside for the River Booster Pump Station project. The developer has it shown on the subdivision preliminary plat as BP-1 tract dedicated to the City of DeLand.

The River Booster Pump Station project was awarded to McMahan in October of 2024, however, due to an unresolved conflict concerning the development order with Volusia County, the project continues to be delayed. Staff has been unable to secure a building permit thus far and has been working with both parties to kick off construction. The City has a large St. John's River Water Management District (SJRWMD) grant that is tied to this project, and we are quickly approaching the deadline for project completion.

Staff has evaluated several options to get the project moving: The developer is placing our project into phase #1 per county, to separate from the rest of the development to give us a development order. Meanwhile the rest of the subdivision will be considered phase #2. In addition, the developer has agreed to grant the City an easement over the proposed tract, and access off of Beresford Rd. to construct the River Booster Pump Station.

The City Attorney has assisted in this endeavor by drafting an easement agreement between the City and the Developer. The Developer has reviewed the agreement, and signed it. Once the easement has been accepted by the City and recorded, we can provide it to Volusia County and McMahan should be able to finalize and obtain the building permit from Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Infrastructure

FISCAL IMPACT:

The attached agreement provides the necessary easement to the city at a cost of \$1.

RECOMMENDATION:

Staff recommends that the City Commission accept the attached easement from TLC Edgewater, LLC for the River Booster Pump Station site located at 1626 W. Beresford Avenue.

BACKGROUND/DISCUSSION:

N/A

GRANT OF UTILITY EASEMENT TO THE CITY OF DELAND

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS INDENTURE MADE AND ENTERED INTO THIS 23 day of January, 2025, between the TLC EDGEWATER, LLC, with a mailing address of 605 Commonwealth Ave, Orlando, Florida 32803, hereinafter called **GRANTOR**, and the CITY OF DELAND, a municipal corporation organized and existing under the laws of Florida, with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720, hereinafter called **GRANTEE**.

WHEREAS, the **GRANTOR** is seized in fee simple and in possession of that certain real estate bearing a street address of 1626 West Beresford Avenue, DeLand, Volusia County, Florida and more particularly described in the attached Exhibit A and which bears a tax parcel identification number 7019-00-00-0570 (the "GRANTOR PARCEL"); and

WHEREAS, the **GRANTOR** is in the process of obtaining approval of a subdivision plat from the County of Volusia for the GRANTOR PARCEL which is located within unincorporated Volusia County; and

WHEREAS, **GRANTEE** operates a municipal water system and is in need of a location for a booster pump and associated utility lines and facilities in the area of the GRANTOR PARCEL and the **GRANTOR** has offered to provide the **GRANTEE** a permanent easement for the booster pump site and for the placement of utility lines to connect the said booster pump to utility lines located in the public right-of-way adjacent to the GRANTOR PARCEL; and

WHEREAS, attached hereto as Exhibit B is a drawing depicting the location of the easement for the booster pump and utility lines on the GRANTOR PARCEL superimposed on the proposed street and lot layout of the **GRANTOR'S** proposed subdivision plat, but the Exhibit B is included only for the purpose of explanation and the inclusion of the same does not alter the location or terms of the easement granted herein nor is this grant of easement in any way contingent upon approval of a subdivision plat by Volusia County, in the configuration depicted on Exhibit B or otherwise; and

WHEREAS, **GRANTOR** has agreed to grant to **GRANTEE** an easement for the placement and maintenance and operation of a booster pump and related infrastructure on that portion of the GRANTOR PARCEL as depicted and more particularly described in the attached Exhibit C and an easement for ingress and egress and the placement and maintenance of underground utility lines within the portion of the GRANTOR PARCEL as depicted and more particularly described in the attached Exhibit D – the areas described in Exhibit C and Exhibit D are hereby collectively referred to as the "EASEMENT AREA."

NOW THIS INDENTURE WITNESSETH:

That for and in consideration of the Sum of One and No/hundreds (\$1.00) Dollars in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, the

GRANTOR has this day granted unto **GRANTEE** a perpetual easement over, under and above the EASEMENT AREA, including the right to enter upon the EASEMENT AREA, to construct, operate, maintain, and repair a booster pump, its related infrastructure and associated utility lines, together with the right to remove trees, brushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of and access to said facilities, and the right to ingress and egress over the EASEMENT AREA, to have and to hold the said easement and right-of-way unto the **GRANTEE** and unto its successors and assigns forever.

Following installation of any facilities in the EASEMENT AREA, any time the **GRANTEE** excavates or otherwise disturbs the EASEMENT AREA for any reason associated with the easement granted herein, the **GRANTEE** shall restore such disturbed area as near as reasonably possible to its condition immediately prior to such disturbance. **GRANTEE** shall also be entitled to access any adjacent lands owned by **GRANTOR** or its successors or assigns as is reasonably necessary to allow **GRANTEE** to access the EASEMENT AREA or the facilities located therein.

The **GRANTOR** does hereby covenant with **GRANTEE** that it is lawfully seized and possessed of the real estate above described, that he has a good and lawful right to grant this easement.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this 23 day of January, 2025.

WITNESSES

Signature

JASON LEWIS

Print Name

Orlando, FL 32803

Address

Signature

TAM TRAN

Print Name

605 Commonwealth Ave

Address Orlando, FL 32803

TLC Edgewater, LLC

By:

Signature

Andrew Orosz

Print Name

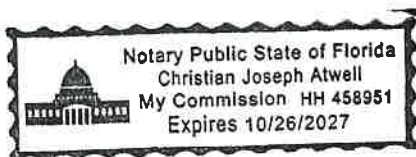
Address

Orlando, FL 32803

City, State, Zip

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of January, 2025, by Andrew Orosz as VP of TLC Edgewater, LLC, ☒ who is personally known to me or ☐ who has produced _____ as identification.



NOTARY PUBLIC

Exhibit A

Parcel 1

The East 1/2 of the Northwest 1/4 of the Northwest 1/4, except the South 600 feet thereof, of Section 19, Township 17 South, Range 30 East, Volusia County, Florida; Less and Except that portion taken for Order of Taking recorded in Official Records Book 3248, Page 233, Public Records of Volusia County, Florida.

AND

Parcel 2

The South 600 feet of the East 787 feet of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 17 South, Range 30 East, Volusia County, Florida; Less and Except that portion taken for Order of Taking recorded in Official Records Book 3248, Page 233, Public Records of Volusia County, Florida and Less and Except the East 180 feet of the South 360 feet of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 17 South, Range 30 East, Volusia County, Florida.

AND

Parcel 3

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Section 19, Township 17 South, Range 30 East, Volusia County, Florida.

Exhibit B

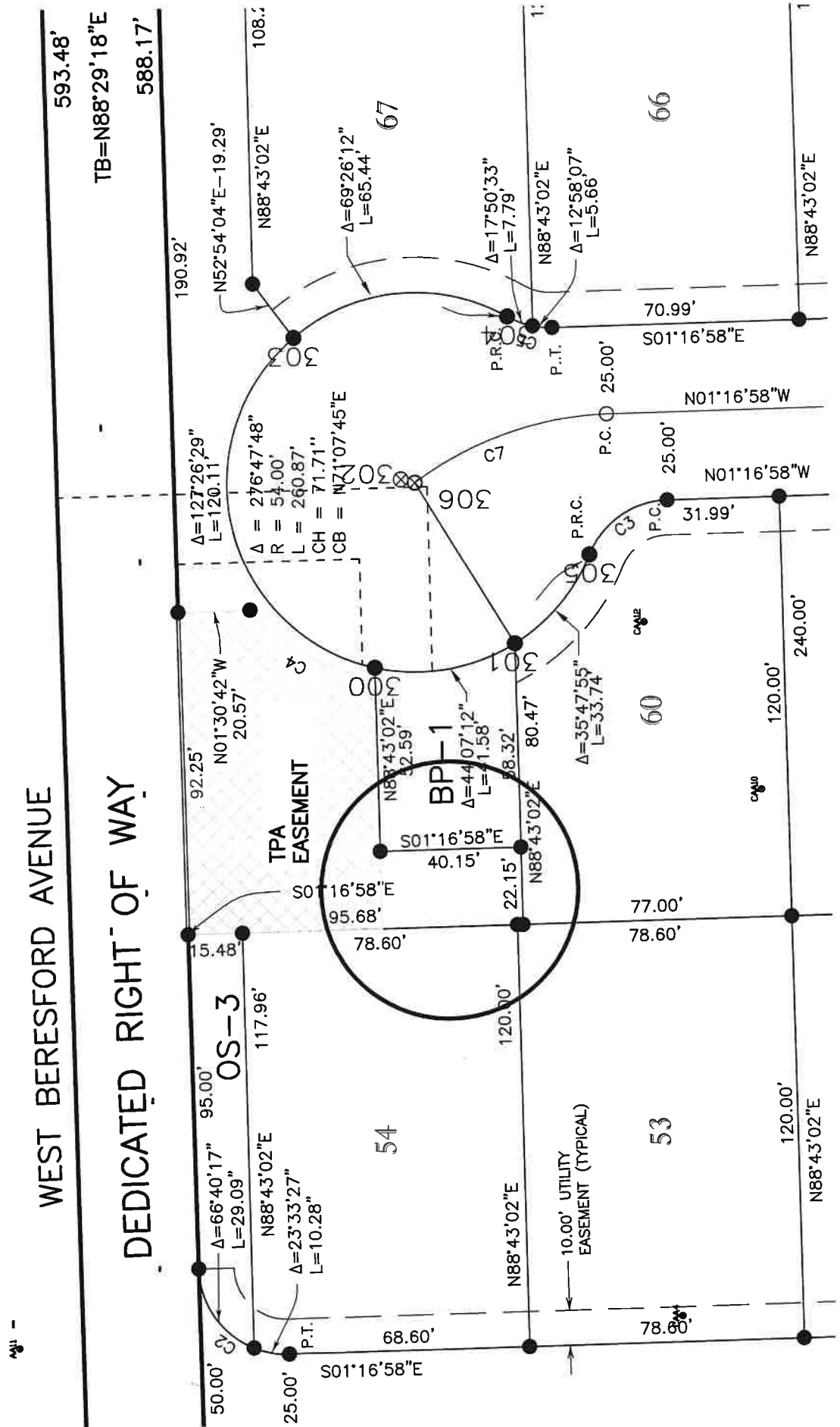


Exhibit C

SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

RIVER BOOSTER PUMP STATION

DESCRIPTION

RIVER BOOSTER PUMP STATION

That part of Section 19, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows.

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 19, Township 17 South, Range 30 East, Volusia County, Florida, thence S88°29'18"W 1574.07 feet along the North boundary of said Northwest 1/4 to a point; thence S01°16'59"E 33.64 feet; thence S88°29'18"W 19.91 feet; thence S01°11'10"E 52.39 feet; thence S88°40'53"W 30.21 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 54.00 feet; thence from a tangent bearing of S16°33'26"W run Southerly 3.68 feet along the arc of said curve through a central angle of 03°54'29" to the end of said curve for the POINT OF BEGINNING; thence S88°43'02"W of 52.59 feet; thence S01°16'58"E 40.15 feet; thence N88°43'02"E of 58.32 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 54.00 feet; thence from a tangent bearing of N31°28'14"W run Northerly 41.58 feet along the arc of said curve through a central angle of 44°07'12" to the end of said curve and the Point of Beginning.

CONTAINING: 2119 Square feet, 0.049 acres, more or less.

NOTES

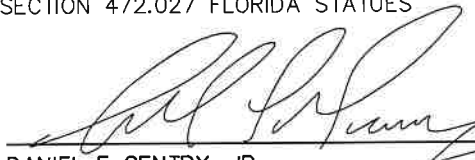
1. THIS IS NOT A SURVEY
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF OF SECTION 19 AS BEARING S88°29'18"W, PER FLORIDA STATE PLANE COORDINATES, ZONE EAST.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAY AND OTHER MATTERS OF RECORD.

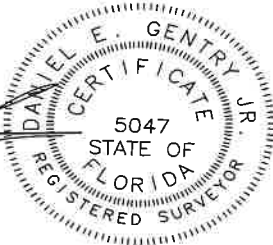
LEGEND

Δ = DELTA
R = READIUS
L = ARC LENGTH
CH = CHORD DISTANCE
CB = CHORD BEARING
TB = TANGENT BEARING
CCR = CERTIFIED CORNER RECORD

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUES


DANIEL E. GENTRY, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5047
DRAWING INVALID UNLESS SIGNED DATED
& SEALED BY REGISTERED PROFESSIONAL



SKETCH OF DESCRIPTION
* NOT A SURVEY *

SHEET 1 OF 1



ON POINT SURVEYING, INC.
502 OAKLAND TERRACE
LAKE MARY, FLORIDA 32746
407-989-8102
WWW.ON-POINTSURVEYING.COM
LICENSE BUSINESS NUMBER 8319

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:
TLC EDGEWATER, LLC

DATE

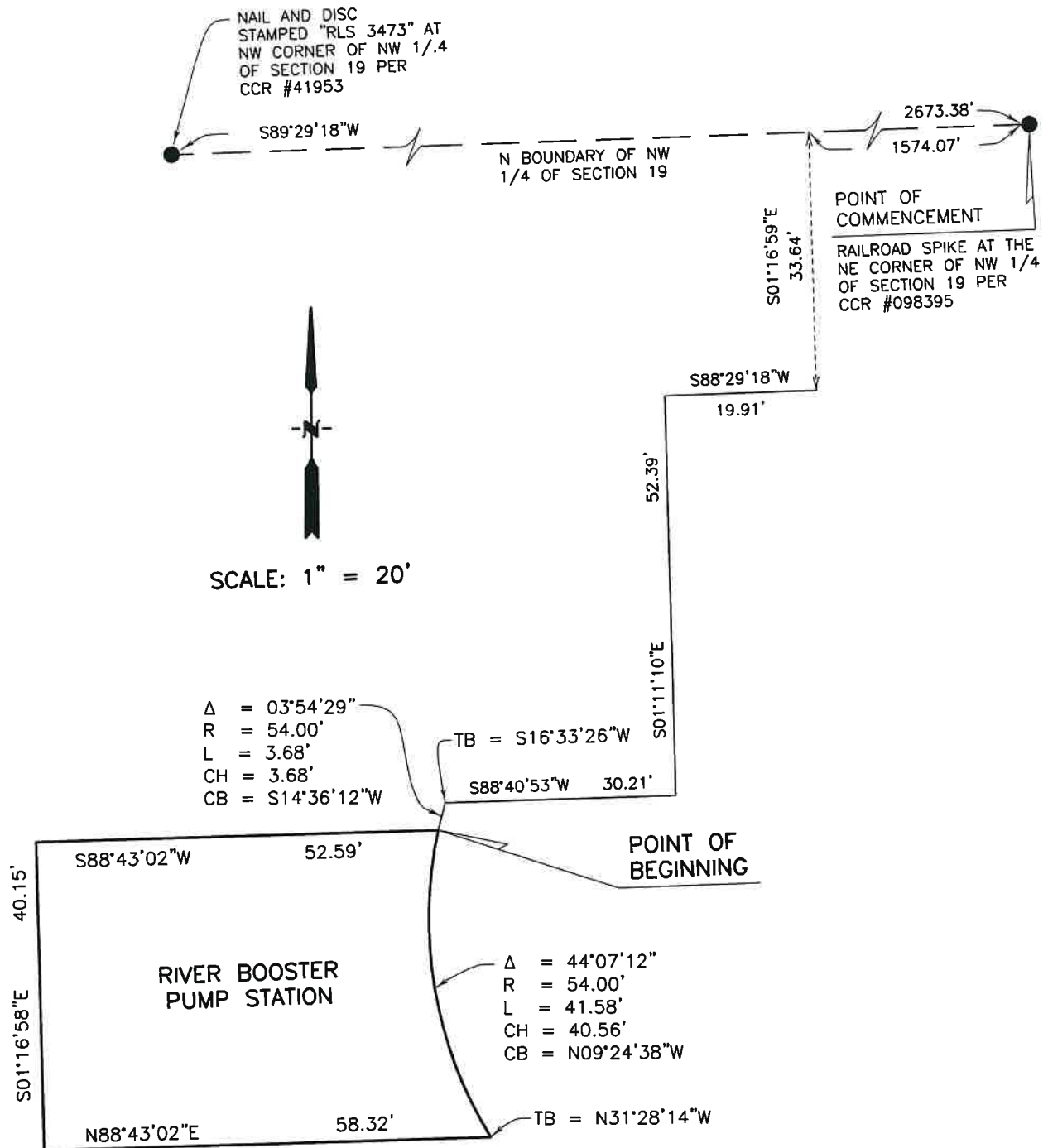
11/21/24

JOB NO.

H005-01

SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

RIVER BOOSTER PUMP STATION



SKETCH OF DESCRIPTION
* NOT A SURVEY *

SHEET 2 OF 2



ON POINT SURVEYING, INC.
502 OAKLAND TERRACE
LAKE MARY, FLORIDA 32746
407-989-8102
WWW.ON-POINTSURVEYING.COM
LICENSE BUSINESS NUMBER 8319

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:
TLC EDGEWATER, LLC

DATE

11/21/24

JOB NO.

H005-01

Exhibit D

SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

UTILITY EASEMENT

DESCRIPTION

Utility Easement

That part of Section 19, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows.

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 19, Township 17 South, Range 30 East, Volusia County, Florida, thence S88°29'18"W 1574.07 feet along the North boundary of said Northwest 1/4 to a point; thence S01°16'59"E 33.64 feet to the POINT OF BEGINNING ; thence S88°29'18"W 19.91 feet; thence S01°11'10"E 52.39 feet; thence S88°40'53"W 30.21 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 54.00 feet; thence from a Tangent bearing of S16°33'26"W run Southerly 20.27 feet along the arc of said curve through a central angle of 21°30'36" to the end of said curve; thence N88°40'53"E of 52.70 feet; thence N01°16'59"W 72.45 feet to the Point of Beginning.

CONTAINING: 2088 Square feet, 0.048 acres, more or less.

NOTES

1. THIS IS NOT A SURVEY
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF OF SECTION 19 AS BEARING S88°29'18"W, PER FLORIDA STATE PLANE COORDINATES, ZONE EAST.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAY AND OTHER MATTERS OF RECORD.

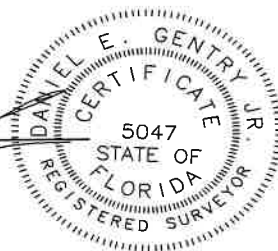
LEGEND

Δ = DELTA
R = RADIUS
L = ARC LENGTH
CH = CHORD DISTANCE
CB = CHORD BEARING
TB = TANGENT BEARING
CCR = CERTIFIED CORNER RECORD

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES


DANIEL E. GENTRY, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5047
DRAWING INVALID UNLESS SIGNED DATED
& SEALED BY REGISTERED PROFESSIONAL



SKETCH OF DESCRIPTION
* NOT A SURVEY *

SHEET 1 OF 1



ON POINT SURVEYING, INC.
502 OAKLAND TERRACE
LAKE MARY, FLORIDA 32746
407-989-8102
WWW.ON-POINTSURVEYING.COM
LICENSE BUSINESS NUMBER 8319

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:
TLC EDGEWATER, LLC

DATE

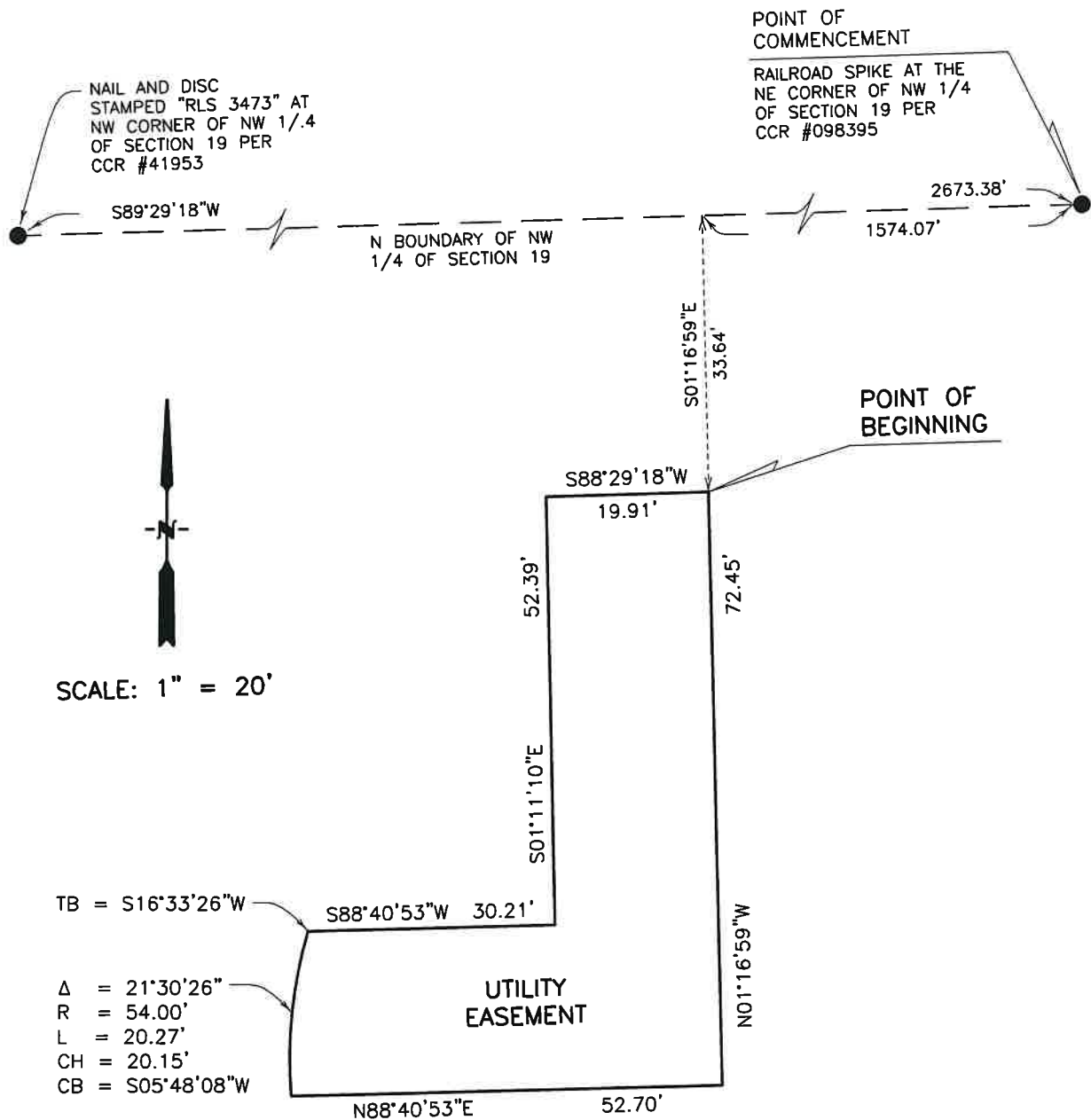
11/21/24

JOB NO.

H005-01

SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

UTILITY EASEMENT



SKETCH OF DESCRIPTION
* NOT A SURVEY *

SHEET 2 OF 2



FLORIDA CERTIFICATE OF AUTHORIZATION NO. 8319

ON POINT SURVEYING, INC.
502 OAKLAND TERRACE
LAKE MARY, FLORIDA 32746
407-989-8102
WWW.ON-POINTSURVEYING.COM
LICENSE BUSINESS NUMBER 8319

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:
TLC EDGEWATER, LLC

DATE

11/21/24

JOB NO.

H005-01