



City of DeLand
REGULAR MEETING OF THE CITY COMMISSION
DECEMBER 20, 2021 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION Rabbi Reuven Silverman, Temple Israeal DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Introduction of Police Officer Eduardo Velez.
2. Employee Years of Service Awards.

CONSENT AGENDA

1. Resolution Approving Budget Amendment for FY 21-22.

Staff recommends the City Commission adopt the Resolution amending the FY 21-22 budget as presented.
2. Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, for Athens Theatre Event.

It is recommended that the City Commission approve the sale and consumption of alcoholic beverages on West Indiana Avenue during the 100 Year Anniversary Event scheduled for January 09, 2022. Such sale and consumption will be confined to the area designated by the site plan in the agenda item.
3. Consideration re Approval of Third Amendment to Inter-Local Agreement for Fire and/or Rescue Mutual Aid with Volusia County.

Staff recommends approval of extending the term of Interlocal Agreement for Mutual Aid within Volusia County for an additional five (5) years to remain in effect through October 24, 2026.
4. Consideration re Letter of Authority for Volusia County Mosquito Control.

Staff recommends that the City Commission approve the execution of the letter of authority for Volusia County Mosquito Control.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Consideration re Civic Plus Website Development Contract and Website Committee Appointment.

Staff recommend the City Commission approve Civic Plus as the supplier for the City of DeLand website development, and to appoint a City Commissioner to the Website Committee.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Introduction of Police Officer Edwardo Velez.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

N/A

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, December 12, 2021

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.

20 Years of Service
Chris Jaques, Police Department

15 Years of Service
Nick Mathis, Police Department

10 Years of Service
William "Tallie" Lewis, Parks and Recreation
Jarrod Maddox, Fire Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Resolution Approving Budget Amendment for FY 21-22.

DEPARTMENT: Finance

PREPARED BY: Dan Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 21-22 Budget Amendment Details

APPROVED BY: Michael Grebosz, Asst. City Manager, December 15, 2021

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary. The amendments proposed are primarily revisions to reflect projects carried over from FY 20-21.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the FY 21-22 Budget to reflect recommended changes with the impact to each fund itemized in the summary.

Operating Contingency balances after these budget amendments are as follows:

General Fund	\$350,000
Water & Sewer Fund	\$350,000
Airport Fund	\$0
Stromwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 21-22 budget as presented.

BACKGROUND/DISCUSSION:

None

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER AND WASTEWATER TRUST FUND, AIRPORT FUND, STORMWATER FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2021-2022; and

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

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

Section 1. The budget of the City of DeLand for fiscal year 2021-2022 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		35,722,934	609,009	0	36,331,943
	Other Sources				
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	438,636	609,009	0	1,047,645
EXPENDITURES		35,722,934	609,009	0	36,331,943
	City Clerk				
001-0102-547-100	PRINTING & BINDING	14,675	13,000	0	27,675
	Information Services				
001-0110-531-100	PROFESSIONAL SERVICES	118,652	43,334	0	161,986
001-0110-546-400	EQUIPMENT MAINTENANCE	1,263,877	68,345	0	1,332,222
001-0110-552-200	OPERATING CAPITAL	196,140	53,512	0	249,652
	Police				
001-1226-546-300	A/C MAINTENANCE	57,096	11,456	0	68,552
001-1226-552-100	OPERATING SUPPLIES	188,736	38,127	0	226,863
	Streets				
001-1302-531-100	PROFESSIONAL SERVICES	77,500	3,625	0	81,125
001-1302-553-100	ROAD MATERIALS & SUPPLIES	60,000	13,175	0	73,175
	Trees				
001-1303-534-100	CONTRACTUAL SERVICES	33,050	20,000	0	53,050
	Parks				
001-1403-552-200	OPERATING CAPITAL	25,209	4,950	0	30,159
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	802,954	339,485	0	1,142,439

GIFT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,685,478	180,000	0	1,865,478
170-0000-380-200	FUNDS C/O FROM PRIOR YEAR	248,000	180,000	0	428,000
EXPENDITURES		1,685,478	180,000	0	1,865,478
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	861,840	180,000	0	1,041,840

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		2,465,603	672,415	0	3,138,018
	Grant Revenue				
190-0000-331-390-BRWN17	EPA BROWNFIELD	143,395	117,482	0	260,877
190-0000-331-500-PW2002	ROW ADA IMPROV (2020 CDBG)	91,546	91,071	0	182,617
190-0000-331-500-PW2101	ROW ADA IMPROV (2021 CDBG)	189,594	189,594	0	379,188
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	225,000	224,925	0	449,925
	Other Sources				
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	650,002	49,343	0	699,345
EXPENDITURES		2,465,603	672,415	0	3,138,018
	Planning				
190-1118-531-200-BRWN17	EPA BROWNFIELD	184,419	158,506	0	342,925
	Streets				
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	116,438	89,684	0	206,122
190-1302-663-000-PW2101	ROW ADA IMPROV (2021 CDBG)	189,594	189,594	0	379,188
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	225,000	224,925	0	449,925
	Parks				
190-1403-663-000-PR1801	SPERLING SPORTS COMPLEX - ECHO	1,016,139	9,706	0	1,025,845

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		10,451,377	1,232,304	0	11,683,681
	Other Sources				
300-9999-381-001	TRANSFER FROM GENERAL FUND	802,954	335,265	0	1,138,219
300-9999-381-160	TRANSFER FROM SH CRA FUND	2,645	150	0	2,795
300-9999-381-170	TRANSFER FROM GIFT FUND	861,840	180,000	0	1,041,840
300-9999-381-401	TRANSFER FROM W&S FUND	634,330	218,806	0	853,136
300-9999-381-430	TRANSFER FROM AIRPORT FUND	9,925	1,975	0	11,900
300-9999-381-450	TRANSFER FROM STORMWATER FUND	9,925	1,975	0	11,900
300-9999-381-480	TRANSFER FROM P&I FUND	244,857	118,247	0	363,104
300-0000-380-200	FUNDS C/O FROM PRIOR YEAR	7,410,265	375,886	0	7,786,151

CAPITAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		10,451,377	1,232,304	0	11,683,681
	Information Technology				
300-0110-663-000-IT1902	REPLACE ERP SYSTEM	682,938	139,731	0	822,669
300-0110-663-000-IT1905	RECORD MGMT PLAN SERVICES	36,750	36,750	0	73,500
300-0110-663-000-IT2001	ADA/ERP/PHONE	9,888	9,888	0	19,776
300-0110-663-000-IT2007	PANASONIC ARBITRATOR SYSTEM	19,900	19,900	0	39,800
300-0110-663-000-IT2101	ACCELA PLATFORM ENHANCEMENTS	177,000	101,063	0	278,063
300-0110-663-000-IT2103	CLOSED CAPTIONING	15,000	15,000	0	30,000
300-0110-663-000-IT2105	FIREHOUSE INSPECTOR	12,600	12,600	0	25,200
300-0110-663-000-IT2111	WW POLE BARN CAMERAS (401)	10,760	10,760	0	21,520
300-0110-664-000-IT1806	SANBORN CENTER AVI	11,111	11,111	0	22,222
300-0110-664-000-IT2012	CUSTOMER SERVICE PAYMENT KIOSK	101,560	97,352	0	198,912
	Fire				
300-1222-662-000-FR1802	NEW FIRE STATION {81}	5,461,069	291,546	0	5,752,615
300-1222-664-000-FR2104	HEAVY DUTY DIAGNOSTIC SCANNER	8,295	8,295	0	16,590
300-1222-664-000-FR2202	FIRE STATION #81 FFE	73,752	73,752	0	147,504
	Police				
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	1,538,710	160,555	0	1,699,265
300-1226-664-000-PD2110	DOOR ACCESS CONTROL SYSTEM	84,752	8,565	0	93,317
	Streets				
300-1302-664-000-PW2103	HYDRAULIC TRUCK POST PULLER	6,650	6,650	0	13,300
300-1302-664-000-PW2105	REPLACE MOWER 132-5512	9,400	9,400	0	18,800
	Trees				
300-1303-664-000-PW2108	NEW PROPAGATION GREENHOUSE	26,636	26,636	0	53,272
	Parks				
300-1403-664-000-PR2105	STADIUM SEATS - MELCHING FIELD	12,750	12,750	0	25,500
300-1403-663-000-PR2106	LIGHTS AT SPERLING SOFTBALL FIELDS	180,000	180,000	0	360,000

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		36,721,853	12,188,537	0	48,910,390
	Grant Revenue				
401-0000-389-700	COST SHARE FROM DELTONA	4,500	4,500	0	9,000
401-0000-389-710	COST SHARE FROM ORANGE CITY	4,500	4,500	0	9,000
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	4,500	4,500	0	9,000
401-0000-389-310-UT2010	US92 RECLAIM STORAGE AND REPUM	1,754,500	1,284,830	0	3,039,330
401-0000-389-410-UT2010	US92 RECLAIM STORAGE AND REPUM	182,664	133,766	0	316,430
	Other Sources				
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	12,028,041	10,756,441	0	22,784,482

WATER & SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		36,721,853	12,188,537	0	48,910,390
	Utilities Administration				
401-4201-531-100	PROFESSIONAL SERVICES	413,797	130,480	0	544,277
401-4201-662-000-UT2104	UTILITIES ADMIN BLDG DESIGN	500,000	442,709	0	942,709
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	93,345	49,279	0	142,624
401-4202-664-000-EG2102	EQUIPMENT	36,460	36,460	0	72,920
	Water Production				
401-4203-531-100	PROFESSIONAL SERVICES	85,350	18,000	0	103,350
401-4203-546-100	BUILDING MAINTENANCE	123,053	12,854	0	135,907
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	583,236	568,370	0	1,151,606
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	1,431,701	1,224,659	0	2,656,360
401-4203-663-000-UT2003	WP#10 DESIGN	2,158,858	2,158,858	0	4,317,716
401-4203-664-000-UT2114	WP#4 HIGH SVC PUMP REPLACEMENT	35,000	28,450	0	63,450
401-4203-664-000-UT2115	WP#9 SUBMERSIBLE MIXING SYSTEM	64,781	41,550	0	106,331
401-4203-664-000-UT2116	WP#9 VFD REPLACEMENT	45,179	27,165	0	72,344
	Water Distribution				
401-4204-552-100	OPERATING SUPPLIES	441,970	62,731	0	504,701
401-4204-662-000-UT2103	SHED#1 POLE BARN ENCLOSURE	50,200	50,200	0	100,400
401-4204-663-000-UT1912	SR44 BRIDGE UTILITY RELOCATION	89,009	66,140	0	155,149
401-4204-663-000-UT2002	WATER MAIN RELOCATION SR44	28,947	28,768	0	57,715
401-4204-663-000-UT2106	EDISON WATER MAIN	605,508	605,508	0	1,211,016
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	60,282	60,282	0	120,564
401-4204-663-000-UT2108	W SR 44 UTILITY RELOCATION	460,000	457,356	0	917,356
401-4204-664-000-UT2041	AWNING FOR OUTSIDE SUPPLIES	15,300	15,300	0	30,600
401-4204-664-000-UT2117	GRUNDOMAT BORING TOOL	5,900	5,900	0	11,800
401-4204-664-000-UT2118	METER REPLACEMENT	480,000	480,000	0	960,000
	Wastewater Treatment				
401-4205-531-100	PROFESSIONAL SERVICES	124,050	10,919	0	134,969
401-4205-663-000-UT2004	RECLAIM BORROW PIT LOAD	350,000	295,600	0	645,600
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,871,526	1,833,356	0	3,704,882
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	76,505	19,590	0	96,095
401-4205-663-000-UT2010	US92 RECLAIM STORAGE AND REPUM	3,466,701	2,409,755	0	5,876,456
401-4205-663-000-UT2109	RECLAIM BORROW PIT DESIGN	400,000	400,000	0	800,000
	Wastewater Collection				
401-4210-663-000-UT1914	SPRING HILL SANITARY SEWER PH3	147,629	127,028	0	274,657
401-4210-663-000-UT1915	UTILITY RELOCATION ORANGE CAMP	1,293,799	234,909	0	1,528,708
401-4210-663-000-UT2110	MANHOLE REHAB (35-50)	60,000	15,245	0	75,245
401-4210-663-000-UT2111	SEWER LINE REHABILITATION	150,000	52,310	0	202,310
	Transfers				
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	634,330	218,806	0	853,136

WATER & WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,447,885	6,563,999	0	20,011,884
	Grant Revenue				
404-0000-389-410-WW2102	ALABAMA/AMELIA RECLAIM EXT	215,133	215,133	0	430,266
404-0000-389-410-WW2103	RECLAIM WATER EXP 4A & ADELLE	1,034,750	550,950	0	1,585,700
	Other Sources				
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	3,664,900	5,797,916	0	9,462,816
EXPENDITURES		13,447,885	6,563,999	0	20,011,884
404-4240-663-000-WW1902	RECLAIM EXP PHASE 4 - DESIGN	98,704	54,166	0	152,870
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	1,506,418	82,722	0	1,589,140
404-4240-663-000-WW2003	SPRING HILL SANITARY SEWER PH	2,778,064	42,530	0	2,820,594
404-4240-663-000-WW2101	2021 WATER MAIN IMPROVEMENTS	1,775,936	1,631,359	0	3,407,295
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	1,015,133	917,884	0	1,933,017
404-4240-663-000-WW2103	RECLAIM WATER EXP 4A & ADELLE	5,760,407	3,776,428	0	9,536,835
404-4240-663-000-WW2104	WRF SOUTH REUSE PUMP STATION	169,386	58,910	0	228,296

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,456,256	7,506,888	0	16,963,144
	Grant Revenue				
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,168,582	3,104,718	0	6,273,300
430-0000-389-200-AP2104	WILDLIFE MANAGEMENT PLAN	40,292	40,292	0	80,584
430-0000-389-200-AP2105	AIRPORT RESCUE GRANT	59,000	59,000	0	118,000
430-0000-389-200-APCARE	FAA-AIRPORT CARES ACT	8,131	1,797	0	9,928
430-0000-389-200-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	23,000	16,031	0	39,031
430-0000-389-210-BRWN17	EPA BROWNFIELD	143,811	117,898	0	261,709
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	6,096	420	0	6,516
430-0000-389-320-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	864,805	856,484	0	1,721,289
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	1,445,000	1,355,558	0	2,800,558
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	640,000	595,381	0	1,235,381
430-0000-389-320-AP2102	SECURITY CAMERAS & FENCING	240,000	240,000	0	480,000
	Other Sources				
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	92,280	1,119,309	0	1,211,589
EXPENDITURES		9,456,256	7,506,888	0	16,963,144
430-4300-531-200-BRWN17	EPA BROWNFIELD	182,762	156,849	0	339,611
430-4300-599-500-AP2105	AIRPORT RESCUE GRANT	59,000	59,000	0	118,000
430-4300-599-500-APCARE	FAA-AIRPORT CARES ACT	2,379	1,797	0	4,176
430-4300-599-500-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	23,000	16,031	0	39,031
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	1,806,250	1,694,447	0	3,500,697
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,176,203	3,105,243	0	6,281,446
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	1,364,805	1,356,028	0	2,720,833
430-4300-663-000-AP2002	3-1200 GAL FUEL FARM	800,000	744,226	0	1,544,226
430-4300-663-000-AP2102	SECURITY CAMERAS & FENCING	300,000	300,000	0	600,000
430-4300-663-000-AP2103	NEW FENCE - SPORT VILLAGE	31,000	31,000	0	62,000
430-4300-663-000-AP2104	WILDLIFE MANAGEMENT PLAN	40,292	40,292	0	80,584
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	9,925	1,975	0	11,900

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		2,944,895	980,847	0	3,925,742
	Other Sources				
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	433,209	980,847	0	1,414,056
EXPENDITURES		2,944,895	980,847	0	3,925,742
450-4500-663-000-SW2001	REPLACE K-MART PUMP STATION	871,031	700,297	0	1,571,328
450-4500-663-000-SW2101	CITY HALL DRAINAGE PIPE 24"	111,090	111,090	0	222,180
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITIO	90,384	71,978	0	162,362
450-4500-663-000-SW2103	BOSTON/RICH AVE DRAINAGE IMPRO	65,019	65,019	0	130,038
450-4500-663-000-SW2114	WATERFORD LAKES SW PIPE LINING	359,562	13,813	0	373,375
450-4500-664-000-SW2107	BROOM ATTACH FOR NEW SKID STEER SLV95-2S	5,770	5,770	0	11,540
450-4500-664-000-SW2110	MOW HEAD ATTACH NEW SKID STEER SLV95-2S	10,905	10,905	0	21,810
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	9,925	1,975	0	11,900

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,113,956	727,056	0	3,841,012
	Other Sources				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	80,958	727,056	0	808,014
EXPENDITURES		3,113,956	727,056	0	3,841,012
480-4800-531-100	PROFESSIONAL SERVICES	440,000	400,000	0	840,000
480-4800-552-200	OPERATING CAPITAL	115,520	110,328	0	225,848
480-4800-663-000-PI1701	LAND MGMT UPGRADE	34,061	8,356	0	42,417
480-4800-663-000-PI2103	P&I OFFICE RENNOVATIONS	25,000	25,000	0	50,000
480-4800-664-000-PI2101	2021 FORD F-150 CREW CAB	31,442	31,442	0	62,884
480-4800-664-000-PI2102	2021 FORD F-150 SUPER CAB TRUCK	33,683	33,683	0	67,366
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	244,857	118,247	0	363,104

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolutions 2021-65 and 2021-76.

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

PASSED AND DULY ADOPTED this 20th day of December, 2021.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY20-21 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		609,009	0	
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	589,009		Funds carried over from FY 20-21
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	20,000		Funds carried over from FY 20-21 (Tree Reserves)
EXPENDITURES		609,009	0	
001-0102-547-100	PRINTING & BINDING	13,000		CARRY OVER: to fund Municode Update (project balance)
001-0110-531-100	PROFESSIONAL SERVICES	20,134		CARRY OVER: to fund Agenda Management (project balance)
001-0110-531-100	PROFESSIONAL SERVICES	23,200		CARRY OVER: to fund Fixed Fee Platform Assessment (PO 21-000344)
001-0110-546-400	EQUIPMENT MAINTENANCE	68,345		CARRY OVER: to fund Door Access (\$35,220), Portable Encoder (\$13,125), and Security Cameras (\$20,000) (project balances)
001-0110-552-200	OPERATING CAPITAL	25,347		CARRY OVER: to fund Birddog/equipment (\$3,347) and PC Rotation (\$22,000) (project balances)
001-0110-552-200	OPERATING CAPITAL	28,165		CARRY OVER: to fund Hardware/Labor for 4 training rooms (PO 21-000343)
001-1226-546-300	A/C MAINTENANCE	11,456		CARRY OVER: to fund HVAC Duct Cleaning AHU #4 and Systems (PO 21-000336)
001-1226-552-100	OPERATING SUPPLIES	14,674		CARRY OVER: to fund PD Ammo (PO 21-000194)
001-1226-552-100	OPERATING SUPPLIES	6,507		CARRY OVER: to fund PD Glock 17 Gen 5 9MM (PO 21-000355)
001-1226-552-100	OPERATING SUPPLIES	16,946		CARRY OVER: to fund PD Glock 17 Gen 5 9MM (PO 21-000094)
001-1302-531-100	PROFESSIONAL SERVICES	3,625		CARRY OVER: to fund Land Acquisition Services (PO 21-000279)
001-1302-553-100	ROAD MATERIALS & SUPPLIES	13,175		CARRY OVER: to fund RRFB for Indiana Ave & Florida and VC Crosswalk on Indian (PO 21-000360)
001-1303-534-100	CONTRACTUAL SERVICES	20,000		CARRY OVER: to fund Tree Survey (project balance)
001-1403-552-200	OPERATING CAPITAL	4,950		CARRY OVER: to fund Sports Turf Flooring for Batting Cages at Sperling Sports Complex (project balance)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	339,485		CARRY OVER: to fund capital projects in Fund 300
GIFT Fund				
REVENUES		180,000	0	
170-0000-380-200	FUNDS C/O FROM PRIOR YEAR	180,000		Funds carried over from FY 20-21 (P&R Impact Fees)
EXPENDITURES		180,000	0	
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	180,000		CARRY OVER: to fund capital projects in Fund 300
GRANT & SPECIAL REVENUE FUND				
REVENUES		672,415	0	
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	49,343		Funds carried over from FY 20-21 to fund EPA Brownfield and Sperling Sports Complex (\$9,706)
190-0000-331-390-BRWN17	EPA BROWNFIELD	117,482		Funds carried over from FY 20-21
190-0000-331-500-PW2002	ROW ADA IMPROV (2020 CDBG)	91,071		Funds carried over from FY 20-21
190-0000-331-500-PW2101	ROW ADA IMPROV (2021 CDBG)	189,594		Funds carried over from FY 20-21
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	224,925		Funds carried over from FY 20-21
EXPENDITURES		672,415	0	
190-1118-531-200-BRWN17	EPA BROWNFIELD	158,506		CARRY OVER: to fund Brownfield Development (project balance)
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	89,684		CARRY OVER: to fund Construction of Right of Way ADA Improvements (project balance)
190-1302-663-000-PW2101	ROW ADA IMPROV (2021 CDBG)	189,594		CARRY OVER: to fund Construction of Right of Way ADA Improvements (project balance)
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	224,925		CARRY OVER: to fund Woodland Blvd Lighting Project (project balance)
190-1403-663-000-PR1801	SPERLING SPORTS COMPLEX - ECHO	9,706		CARRY OVER: to fund Sperling Sports Complex (project balance)

FY20-21 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		1,232,304	0	
300-9999-381-001	TRANSFER FROM GENERAL FUND	335,265		CARRY OVER: to fund Replace ERP System (36,330), Record Management Plan Services (\$23,886), ADA/ERP/Phone (\$5,425), Panasonic Arbitrator System Software (\$19,900), Closed Captioning (\$10,400), Firehouse Inspector (\$6,300), Sanborn Center AVI (\$11,111), Heavy Duty Diagnostic Scanner (\$8,295), Evidence Building (\$156,870), Door Access Control System (\$1,662), Hydraulic Truck Post Puller (\$6,650), Replace Mower 132-5512 (\$9,400), new Propagation Greenhouse (\$26,636), and Stadium Seats - Melching Field (\$12,750)
300-9999-381-160	TRANSFER FROM SH CRA FUND	150		CARRY OVER: to fund Closed Captioning (\$150)
300-9999-381-170	TRANSFER FROM GIFT FUND	180,000		CARRY OVER: to fund Lights at Sperling Softball Fields (\$180,000)
300-9999-381-401	TRANSFER FROM W&S FUND	218,806		CARRY OVER: to fund Replace ERP System (\$92,223). Record Management Plan Services (\$10,290), ADA/ERP/Phone (\$3,981), Closed Captioning (\$4,200), WW Pole Barn Cameras (\$10,760), Customer Service Payment Kiosk (\$97,352)
300-9999-381-430	TRANSFER FROM AIRPORT FUND	1,975		CARRY OVER: to fund Replace ERP System (\$1,397). Record Management Plan Services (\$368), ADA/ERP/Phone (\$60), Closed Captioning (\$150)
300-9999-381-450	TRANSFER FROM STORMWATER FUND	1,975		CARRY OVER: to fund Replace ERP System (\$1,397). Record Management Plan Services (\$368), ADA/ERP/Phone (\$60), Closed Captioning (\$150)
300-9999-381-480	TRANSFER FROM P&I FUND	118,247		CARRY OVER: to fund Replace ERP System (\$8,384), Record Management Plan Services (\$1,838), ADA/ERP/Phone (\$362), Accela Platform Enhancements (\$101,063), Close Captioning (\$300), Firehouse Inspector (\$6,300)
300-0000-380-200	FUNDS C/O FROM PRIOR YEAR	375,886		Funds carried over from FY 20-21
EXPENDITURES		1,232,304	0	
300-0110-663-000-IT1902	REPLACE ERP SYSTEM	139,731		CARRY OVER: to fund replace ERP system (project balance)
300-0110-663-000-IT1905	RECORD MGMT PLAN SERVICES	36,750		CARRY OVER: to fund Record Management Plan Services (project balance)
300-0110-663-000-IT2001	ADA/ERP/PHONE	9,888		CARRY OVER: to fund ADA/ERP/Phone (project balance)
300-0110-663-000-IT2007	PANASONIC ARBITRATOR SYSTEM	19,900		CARRY OVER: to fund Panasonic arbitrator system (project balance)
300-0110-663-000-IT2101	ACCELA PLATFORM ENHANCEMENTS	101,063		CARRY OVER: to fund Accela Platform Enhancements (project balance)
300-0110-663-000-IT2103	CLOSED CAPTIONING	15,000		CARRY OVER: to fund Closed Captioning (project balance)
300-0110-663-000-IT2105	FIREHOUSE INSPECTOR	12,600		CARRY OVER: to fund Firehouse Inspector (project balance)
300-0110-663-000-IT2111	WW POLE BARN CAMERAS (401)	10,760		CARRY OVER: to fund WW Pole Barn Cameras (PO 21-000364)
300-0110-664-000-IT1806	SANBORN CENTER AVI	11,111		CARRY OVER: to fund Sanborn Center AVI (project balance)
300-0110-664-000-IT2012	CUSTOMER SERVICE PAYMENT KIOSK	97,352		CARRY OVER: to fund Customer Service Payment Kiosk (project balance)
300-1222-662-000-FR1802	NEW FIRE STATION {81}	291,546		CARRY OVER: to fund new Fire Station #81 (project balance)
300-1222-664-000-FR2104	HEAVY DUTY DIAGNOSTIC SCANNER	8,295		CARRY OVER: to fund heavy duty diagnostic scanner (project balance)
300-1222-664-000-FR2202	FIRE STATION #81 FFE	73,752		CARRY OVER: to fund Fire Station #81 FFE (project balance)
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	160,555		CARRY OVER: to fund Police evidence building (project balance)
300-1226-664-000-PD2110	DOOR ACCESS CONTROL SYSTEM	8,565		CARRY OVER: to fund door access control system (PO 21-000206)
300-1302-664-000-PW2103	HYDRAULIC TRUCK POST PULLER	6,650		CARRY OVER: to fund hydraulic truck post puller (project balance)
300-1302-664-000-PW2105	REPLACE MOWER 132-5512	9,400		CARRY OVER: to fund new replacement mower 132-5512 (project balance)
300-1303-664-000-PW2108	NEW PROPAGATION GREENHOUSE	26,636		CARRY OVER: to fund new propogation greenhouse (project balance)
300-1403-664-000-PR2105	STADIUM SEATS - MELCHING FIELD	12,750		CARRY OVER: to fund Stadium Seats at Melching Field (project balance)
300-1403-663-000-PR2106	LIGHTS AT SPERLING SOFTBALL FIELDS	180,000		CARRY OVER: to fund lights at Sperling Softball Fields (project balance)

FY20-21 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		12,188,537	0	
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	10,756,441		Funds carried over from FY 20-21
401-0000-389-700	COST SHARE FROM DELTONA	4,500		CARRY OVER: to fund Professional Services for Easement Acquisition
401-0000-389-710	COST SHARE FROM ORANGE CITY	4,500		CARRY OVER: to fund Professional Services for Easement Acquisition
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	4,500		CARRY OVER: to fund Professional Services for Easement Acquisition
401-0000-389-310-UT2010	US92 RECLAIM STORAGE AND REPUM	1,284,830		CARRY OVER: to fund US92 Reclaim Storage and Repump
401-0000-389-410-UT2010	US92 RECLAIM STORAGE AND REPUM	133,766		CARRY OVER: to fund US92 Reclaim Storage and Repump
EXPENDITURES		12,188,537	0	
401-4201-531-100	PROFESSIONAL SERVICES	92,722		CARRY OVER: to fund CUP Environmental Impact Evaluation (PO 21-000249)
401-4201-531-100	PROFESSIONAL SERVICES	7,500		CARRY OVER: to fund Land Acquisition Services for PS Compound Expansion (PO 21-000279)
401-4201-531-100	PROFESSIONAL SERVICES	8,700		CARRY OVER: to fund Keith Riger consulting services (PO 21-000339)
401-4201-531-100	PROFESSIONAL SERVICES	18,393		CARRY OVER: to fund Phase 1 Electrical Campus Plan Wiley M Nash Water Reclamation Facility (PO 21-000350)
401-4201-531-100	PROFESSIONAL SERVICES	3,165		CARRY OVER: to fund Wiley Nash Reclamation Facility Expansion (PO 21-000082)
401-4201-662-000-UT2104	UTILITIES ADMIN BLDG DESIGN	442,709		CARRY OVER: to fund Utilities Admin Building Design (project balance)
401-4202-531-100	PROFESSIONAL SERVICES	49,279		CARRY OVER: to fund WW Master Plan Update (PO 21-000275)
401-4202-664-000-EG2102	2022 NISSAN PATHFINDER, REPLACE #2020116	36,460		CARRY OVER: to fund 2022 Nissan Pathfinder (PO 21-000309)
401-4203-531-100	PROFESSIONAL SERVICES	18,000		CARRY OVER: to fund Professional Services for Easement Acquisition (PO 21-000081)
401-4203-546-100	BUILDING MAINTENANCE	12,854		CARRY OVER: to fund Paint for Water Plants #9, #10, & #12 (PO 21-000293)
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	568,370		CARRY OVER: to fund WTP #10 Project A Well Site (project balance)
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	1,224,659		CARRY OVER: to fund WTP #10 Supply Wells FG1-2 (project balance)
401-4203-663-000-UT2003	WP#10 DESIGN	2,158,858		CARRY OVER: to fund WP#10 Design (project balance)
401-4203-664-000-UT2114	WP#4 HIGH SVC PUMP REPLACEMENT	28,450		CARRY OVER: to fund WP#4 High Service Pump Replacement (PO 21-000326)
401-4203-664-000-UT2115	WP#9 SUBMERSIBLE MIXING SYSTEM	41,550		CARRY OVER: to fund WP#9 Submersible Mixing System (project balance)
401-4203-664-000-UT2116	WP#9 VFD REPLACEMENT	27,165		CARRY OVER: to fund WP#9 VFD replacement (project balance)
401-4204-552-100	OPERATING SUPPLIES	28,100		CARRY OVER: to fund meter parts ordered but not received yet from Sunstate Meter (PO 21-000311)
401-4204-552-100	OPERATING SUPPLIES	34,631		CARRY OVER: to fund meter parts ordered but not received yet - Core & Main (PO 21-000354)
401-4204-662-000-UT2103	SHED#1 POLE BARN ENCLOSURE	50,200		CARRY OVER: to fund Shed #1 Pole Barn Enclosure (project balance)
401-4204-663-000-UT1912	SR44 BRIDGE UTILITY RELOCATION	66,140		CARRY OVER: to fund SR44 Bridge Utility Relocation (project balance)
401-4204-663-000-UT2002	WATER MAIN RELOCATION SR44	28,768		CARRY OVER: to fund Water Main Relocation SR44 (PO 21-000124)
401-4204-663-000-UT2106	EDISON WATER MAIN	605,508		CARRY OVER: to fund Edison Water Main (project balance)
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	60,282		CARRY OVER: to fund Woodland & Mandarin Water Main (project balance)
401-4204-663-000-UT2108	W SR 44 UTILITY RELOCATION	457,356		CARRY OVER: to fund W SR 44 Utility Relocation (project balance)
401-4204-664-000-UT2041	AWNING FOR OUTSIDE SUPPLIES	15,300		CARRY OVER: to fund Awning for Outside Supplies (project balance)
401-4204-664-000-UT2117	GRUNDOMAT BORING TOOL	5,900		CARRY OVER: to fund Grundomat Boring Tool (project balance)
401-4204-664-000-UT2118	METER REPLACEMENT	480,000		CARRY OVER: to fund meter replacement (project balance)
401-4205-531-100	PROFESSIONAL SERVICES	10,919		CARRY OVER: to fund General Construction Inspection Services (PO 21-000332)
401-4205-663-000-UT2004	RECLAIM BORROW PIT LOAD	295,600		CARRY OVER: to fund Reclaim Borrow Pit Load (project balance)
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,833,356		CARRY OVER: to fund Digester Upgrades and Improvements (project balance)
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	19,590		CARRY OVER: to fund Reclaim Adelle Ave Loop (project balance)
401-4205-663-000-UT2010	US92 RECLAIM STORAGE AND REPUM	2,409,755		CARRY OVER: to fund US92 Reclaim Storage and Repump (project balance)
401-4205-663-000-UT2109	RECLAIM BORROW PIT DESIGN	400,000		CARRY OVER: to fund Reclaim Borrow Pit Design (project balance)
401-4210-663-000-UT1914	SPRING HILL SANITARY SEWER PH3	127,028		CARRY OVER: to fund Spring Hill Sanitary Sewer PH3 (project balance)
401-4210-663-000-UT1915	UTILITY RELOCATION ORANGE CAMP	234,909		CARRY OVER: to fund Utility Relocation Orange Camp (project balance)
401-4210-663-000-UT2110	MANHOLE REHAB (35-50)	15,245		CARRY OVER: to fund Manhole Rehab (PO 21-000240)
401-4210-663-000-UT2111	SEWER LINE REHABILITATION	52,310		CARRY OVER: to fund Sewer Line Rehabilitation (PO 21-000241)
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	218,806		CARRY OVER: to fund capital projects in Fund 300

FY20-21 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & WASTEWATER TRUST FUND				
REVENUES		6,563,999	0	
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	5,797,916		Funds carried over from FY 20-21
404-0000-389-410-WW2102	ALABAMA/AMELIA RECLAIM EXT	215,133		CARRY OVER: to fund Alabama/Amelia Reclaim Extension
404-0000-389-410-WW2103	RECLAIM WATER EXP 4A & ADELLE	550,950		CARRY OVER: to fund Reclaim Water Expansion 4A & Adelle
EXPENDITURES		6,563,999	0	
404-4240-663-000-WW1902	RECLAIM EXP PHASE 4 - DESIGN	54,166		CARRY OVER: to fund Reclaim Expansion Phase 4 Design (project balance)
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	82,722		CARRY OVER: to fund 2020 Water Main Improvements (project balance)
404-4240-663-000-WW2003	SPRING HILL SANITARY SEWER PH	42,530		CARRY OVER: to fund Spring Hill Sanitary Phase 3 (project balance)
404-4240-663-000-WW2101	2021 WATER MAIN IMPROVEMENTS	1,631,359		CARRY OVER: to fund 2021 Water Main Improvements (project balance)
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	917,884		CARRY OVER: to fund Alabama/Amelia Reclaim Extension (project balance)
404-4240-663-000-WW2103	RECLAIM WATER EXP 4A & ADELLE	3,776,428		CARRY OVER: to fund Reclaim Water Expansion 4A & Adelle (project balance)
404-4240-663-000-WW2104	WRF SOUTH REUSE PUMP STATION	58,910		CARRY OVER: to fund WRF South Reuse Pump Station (PO 21-000223)
AIRPORT FUND				
REVENUES		7,506,888	0	
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,104,718		CARRY OVER: to fund Rehab E&W Apron & Elec Homerun
430-0000-389-200-AP2104	WILDLIFE MANAGEMENT PLAN	40,292		CARRY OVER: to fund Wildlife Hazard Management Plan
430-0000-389-200-AP2105	AIRPORT RESCUE GRANT	59,000		CARRY OVER: to fund Airport Rescue Grant
430-0000-389-200-APCARE	FAA-AIRPORT CARES ACT	1,797		CARRY OVER: to fund Airport Cares Act
430-0000-389-200-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	16,031		CARRY OVER: to fund Coronavirus Response Grant
430-0000-389-210-BRWN17	EPA BROWNFIELD	117,898		CARRY OVER: to fund Navy Dump site cleaning project
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	420		CARRY OVER: to fund Rehab E&W Apron & Elec Homerun,
430-0000-389-320-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	856,484		CARRY OVER: to fund NW Industrial Business Park Access Road
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	1,355,558		CARRY OVER: to fund T-Hangars & Electric Gate
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	595,381		CARRY OVER: to fund 3-1200 gal Fuel Farm
430-0000-389-320-AP2102	SECURITY CAMERAS & FENCING	240,000		CARRY OVER: to fund Security Cameras & Fencing
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,119,309		Funds carried over from FY 20-21
EXPENDITURES		7,506,888	0	
430-4300-531-200-BRWN17	EPA BROWNFIELD	156,849		CARRY OVER: to fund Navy Dump site cleaning project (project balance)
430-4300-599-500-AP2105	AIRPORT RESCUE GRANT	59,000		CARRY OVER: to fund Airport Rescue Grant (project balance)
430-4300-599-500-APCARE	FAA-AIRPORT CARES ACT	1,797		CARRY OVER: to fund Airport Cares Act (project balance)
430-4300-599-500-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	16,031		CARRY OVER: to fund Coronavirus Response Grant (project balance)
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	1,694,447		CARRY OVER: to fund T-Hangars & Electric Gate (project balance)
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,105,243		CARRY OVER: to fund Rehab E&W Apron & Elec Homerun (project balance)
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	1,356,028		CARRY OVER: to fund NW Industrial Business Park Access Road (project balance)
430-4300-663-000-AP2002	3-1200 GAL FUEL FARM	744,226		CARRY OVER: to fund 3-1200 gal Fuel Farm (project balance)
430-4300-663-000-AP2102	SECURITY CAMERAS & FENCING	300,000		CARRY OVER: to fund Security Cameras & Fencing (project balance)
430-4300-663-000-AP2103	NEW FENCE - SPORT VILLAGE	31,000		CARRY OVER: to fund a new fence at Sport Village (project balance)
430-4300-663-000-AP2104	WILDLIFE MANAGEMENT PLAN	40,292		CARRY OVER: to fund Wildlife Hazard Management Plan (project balance)
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,975		CARRY OVER: to fund capital projects in Fund 300

FY20-21 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
STORMWATER FUND				
REVENUES		980,847	0	
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	980,847		Funds carried over from FY 20-21
EXPENDITURES		980,847	0	
450-4500-663-000-SW2001	REPLACE K-MART PUMP STATION	700,297		CARRY OVER: to fund K-Mart Pump Station replacement (project balance)
450-4500-663-000-SW2101	CITY HALL DRAINAGE PIPE 24"	111,090		CARRY OVER: to fund City Hall Drainage Pipe 24" (project balance)
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITIO	71,978		CARRY OVER: to fund New Hampshire Ave Pond addition (project balance)
450-4500-663-000-SW2103	BOSTON/RICH AVE DRAINAGE IMPRO	65,019		CARRY OVER: to fund Boston/Rich Ave Drainage improvement (project balance)
450-4500-663-000-SW2114	WATERFORD LAKES SW PIPE LINING	13,813		CARRY OVER: to fund Waterford Lakes SW Pipe Lining (project balance)
450-4500-664-000-SW2107	BROOM ATTACH FOR NEW SKID STEER SLV95-2S	5,770		CARRY OVER: to fund Broom attachment for new Skid Steer (project balance)
450-4500-664-000-SW2110	MOW HEAD ATTACH NEW SKID STEER SLV95-2S	10,905		CARRY OVER: to fund Mow Head attachment for new Skid Steer (project balance)
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,975		CARRY OVER: to fund capital projects in Fund 300
PERMITS & INSPECTIONS FUND				
REVENUES		727,056	0	
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	727,056		Funds carried over from FY 20-21
EXPENDITURES		727,056	0	
480-4800-531-100	PROFESSIONAL SERVICES	400,000		CARRY OVER: to fund demolitions (project balance)
480-4800-552-200	OPERATING CAPITAL	110,328		CARRY OVER: to fund furniture for new Fire Station 81 and new carpeting for building department area (project balance)
480-4800-663-000-PI1701	LAND MGMT UPGRADE	8,356		CARRY OVER: to fund Land Management Upgrade (project balance)
480-4800-663-000-PI2103	P&I OFFICE RENNOVATIONS	25,000		CARRY OVER: to fund P&I Office Renovations (project balance)
480-4800-664-000-PI2101	2021 FORD F-150 CREW CAB	31,442		CARRY OVER: to fund 2021 Ford F-150 Crew Cab (PO 21-000291)
480-4800-664-000-PI2102	2021 FORD F-150 SUPER CAB TRUCK	33,683		CARRY OVER: to fund 2021 Ford F-150 Super Cab Truck (PO 21-000292)
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	118,247		CARRY OVER: to fund capital projects in Fund 300

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Consideration re Approval of Sale and Consumption of Alcoholic Beverages on City Property, for Athens Theatre Event.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Athens 100th Event Map

APPROVED BY: Michael Pleus, City Manager, December 8, 2021

SUMMARY/HIGHLIGHT:

The Athens' Theatre 100 Year Anniversary Event is a new event hosted by the Athens' Theatre. This event will be held on January 9, 2022.

The organizers are requesting that West Indiana Avenue and Florida Avenue (between Rich and SR 44) be authorized for the sale and consumption of beer, wine and liquor. In accordance with City policy Section 3-15, "on any other city property other than parks, an applicant for the consumption of alcoholic beverages must have specific City Commission approval."

The proposal to use a portion of West Indiana Avenue and Florida Avenue for this activity has been reviewed and initially approved by the Police Department. The area for consumption will be blocked off by barricades to ensure that people consuming alcohol do not leave the defined area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

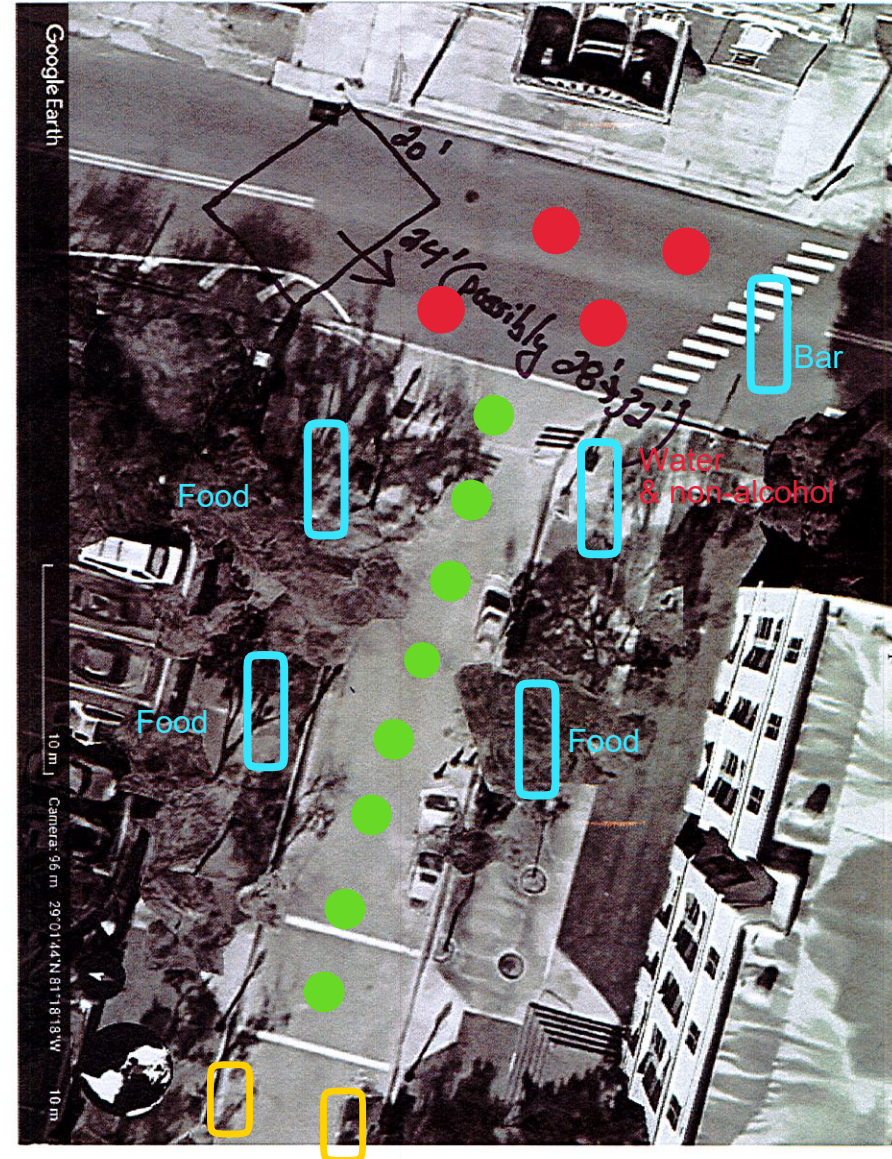
None

RECOMMENDATION:

It is recommended that the City Commission approve the sale and consumption of alcoholic beverages on West Indiana Avenue during the 100 Year Anniversary Event scheduled for January 09, 2022. Such sale and consumption will be confined to the area designated by the site plan in the agenda item.

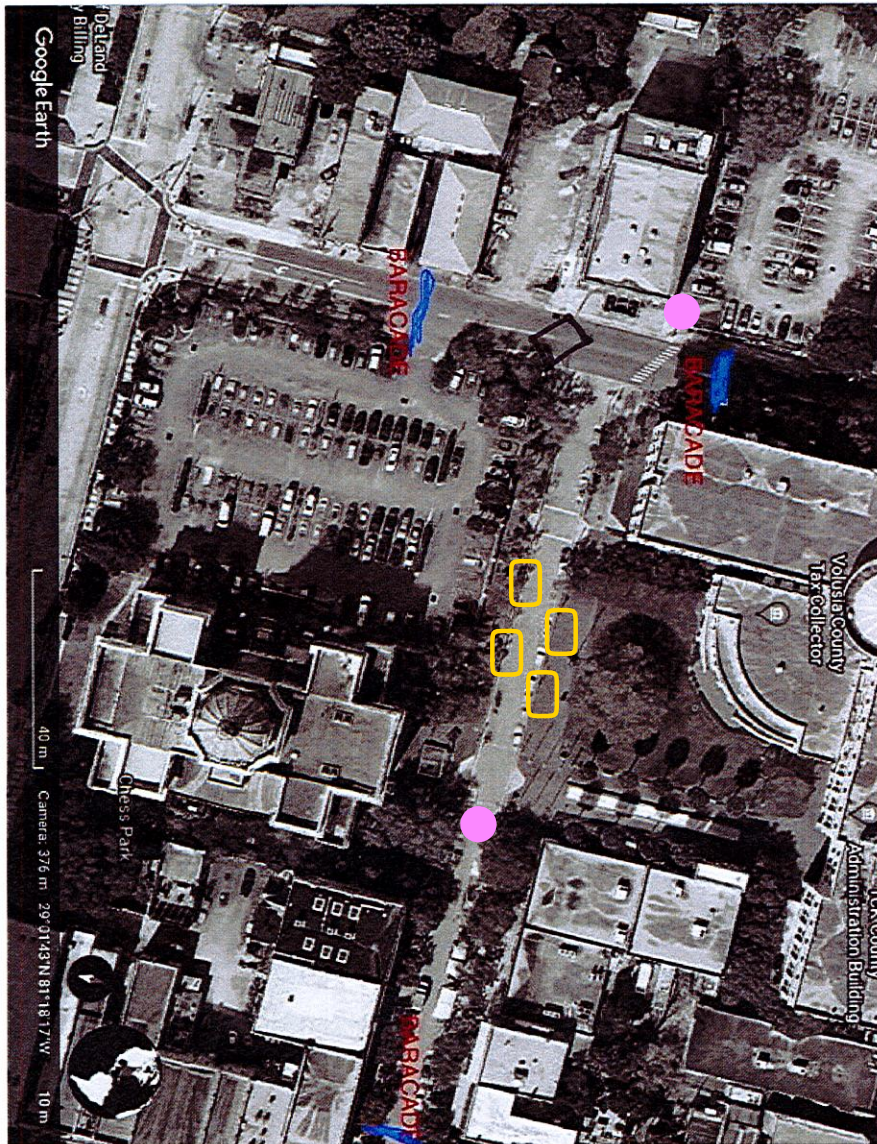
BACKGROUND/DISCUSSION:

Event organizer asking permission for alcoholic beverage sale and consumption on W. Indiana Ave. and Florida Ave. during a special event.



There will be 1 bar station, 1 non-alcoholic beverage/water station, and 3 food stations

- hightops
- round tables with seating
- food tables/tents
- modle A cars (about 6-8 parked up Indiana
- Entrances



CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Consideration re Approval of Third Amendment to Inter-Local Agreement for Fire and/or Rescue Mutual Aid with Volusia County.

DEPARTMENT: Fire

PREPARED BY: Todd Allen, Fire Chief

ATTACHMENTS: Third Amendment to Interlocal Agreement

APPROVED BY: Michael Grebosz, Asst. City Manager, December 15, 2021

SUMMARY/HIGHLIGHT:

1. Pursuant to Paragraph 19 of the Agreement as amended by the Second Amendment, which allows the term of the Agreement to be extended for additional terms of five (5) years upon written amendment, the term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2026.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of extending the term of Interlocal Agreement for Mutual Aid within Volusia County for an additional five (5) years to remain in effect through October 24, 2026.

BACKGROUND/DISCUSSION:

The Cities of Daytona Beach, Daytona Beach Shores, DeLand, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County ("Parties") entered into an *Interlocal Agreement for Fire And/Or Rescue Service Mutual Aid Within Volusia County, Florida* ("Agreement"), on October 25, 2006, pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services.

Section 19 of the Agreement anticipates five-year extensions of terms upon written mutual agreement of the parties. The First Amendment to the Agreement was made in 2012. The Second Amendment to the Agreement

extended the term of the Agreement for an additional five-year term to October 24, 2021.

This Third Amendment to the Agreement will provide another 5 years of uninterrupted cooperation among all Volusia County Fire/Rescue providers. There are no other changes to the current Agreement.

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE AND/OR RESCUE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS THIRD AMENDMENT to the Agreement is made and entered by and between the undersigned local governments as follows:

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County ("Parties") entered into an *Interlocal Agreement for Fire And/Or Rescue Service Mutual Aid Within Volusia County, Florida* ("Agreement"), on October 25, 2006, pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, the Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida on October 25, 2006; and

WHEREAS, Section 19 of the Agreement anticipates five year extensions of terms upon written mutual agreement of the parties; and

WHEREAS, the parties entered into a First Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2016; and

WHEREAS, the parties entered into a Second Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2021;

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The recitals set forth above are true, correct and form a material part of this Third Amendment.

2. Pursuant to Paragraph 19 of the Agreement as amended by the Second Amendment, which allows the term of the Agreement to be extended for additional terms of five (5) years upon written amendment, the term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2026.

3. Attachment A to the Agreement is hereby replaced in its entirety with Attachment A revised, a copy of which is attached hereto and incorporated herein.

4. This Third Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

5. This Third Amendment is made pursuant to Article 20 of the Agreement. Amendment

shall remain in full force and effect for those local governments which approve and execute this Third Amendment, notwithstanding the failure of any local government to approve and execute this Third Amendment.

6. The provisions of this Third Amendment shall prevail against any conflict with a provision of the Agreement. Otherwise, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this Third Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

THE COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest: _____
Dale Arrington, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Tom Laputka and Dale Arrington, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF HOLLY HILL

By: _____
John Penny, Mayor

Attest: _____
Joe Forte, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by John Penny and Joe Forte, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH

By: _____
Derrick L. Henry, Mayor

Attest: _____
James Chisholm, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Derrick L. Henry and James Chisholm, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH SHORES

By: _____
Harry Jennings, Mayor

Attest: _____
Michael Booker, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Harry Jennings and Michael Booker, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF SOUTH DAYTONA

By: _____
George Fisk Locke, III, Mayor

Attest: _____
Joseph W. Yarbrough, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by George Fisk Locke, III and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORMOND BEACH

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE TOWN OF PONCE INLET

By: _____
Gary Smith, Mayor

Attest: _____
Jeaneen Clauss Witt, Town Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Gary Smith and Jeaneen Clauss Witt, as Mayor and Town Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF NEW SMYRNA BEACH

By: _____
James W. Hathaway, Mayor

Attest: _____
Pamela Brangaccio, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by James W. Hathaway and Pamela Brangaccio, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

Attest: _____
Tracey T. Barlow, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Michael Ignasiak and Tracey T. Barlow, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest: _____
Jane Shang, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by John C. Masiarczyk, Sr. and Jane Shang, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest: _____
Michael Pleus, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Attest: _____
Michael Johansson, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Allen Green and Michael Johansson, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Consideration re Letter of Authority for Volusia County Mosquito Control.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: DeLand LOA

APPROVED BY: Michael Grebosz, Asst. City Manager, December 16, 2021

SUMMARY/HIGHLIGHT:

Volusia County Mosquito Control (VCMC) contacted the City recently and have requested that the City approve the execution of a letter of authority to the Federal Aviation Administration (FAA) from 2022 to June 1st 2024. In the past, per FAA regulations, this authorizes VCMC to perform low level flights, inspection, and application of insecticides in the city limits to provide mosquito control aerial services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A, Funding for mosquito control is included in the annual budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the execution of the letter of authority for Volusia County Mosquito Control.

BACKGROUND/DISCUSSION:

Volusia County Mosquito Control Division is requesting approval of a letter of authority to perform low-level flights over DeLand in connection with VCMC aerial inspection and application of insecticides for the control of adult and larval mosquitoes in compliance with the FAA regulations.



**PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION**

**PAUL LEONE
AIRBORNE OPERATIONS/ INSPECTION SUPERVISOR**

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
pleone@volusia.org

December 15, 2021

Robert Apgar, Mayor
City of Deland, Florida
120 South Florida Avenue
Deland, FL 32720

Dear Mr. Apgar,

Attached in this correspondence is a ***Letter of Authority*** which I am requesting to be filled out and returned to the listed address above. As in the past, per Federal Aviation Administration (FAA) regulations, this authorizes VCMC to perform low level flights, inspection, and application of insecticides in your town, city, or county to provide mosquito control aerial services.

Your prompt attention to this request is greatly appreciated. If you have any questions please feel free to contact me if necessary.

Respectfully,

Paul Leone

Paul Leone
Airborne Ops/Inspection Supervisor



**PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION**

Letter of Authority

We hereby give authorization, during the calendar year 2022 through June 1st 2024, to the Volusia County Mosquito Control Division to perform low-level flights over our city and/or jurisdiction in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control.

SIGNED: _____

DATE: _____

NAME: _____

TITLE: _____

CITY/TOWN/COUNTY: _____

STATE: _____

ZIP CODE: _____

CITY OF DELAND
Request for Commission Action
December 20, 2021

SUBJECT: Consideration re Civic Plus Website Development Contract and Website Committee Appointment.

DEPARTMENT: Information Technology

PREPARED BY: Greg Whidden, IT Director

ATTACHMENTS: CivicPlus Agreement

APPROVED BY: Michael Grebosz, Asst. City Manager, December 15, 2021

SUMMARY/HIGHLIGHT:

The City Commission approved budget amendment 2021-76 on 11/1/21 to add Website Development to the FY 21-22 budget. We are requesting the City Commission approve Civic Plus as the developer of the City of DeLand's new website, and also request the City Commission appoint a Commissioner to the Website Committee to assist with the development of the design of the website.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

\$60,000 was included in the amended budget. The first year's total cost for the redesign totals \$57,567.00.

RECOMMENDATION:

Staff recommend the City Commission approve Civic Plus as the supplier for the City of DeLand website development, and to appoint a City Commissioner to the Website Committee.

BACKGROUND/DISCUSSION:

It has been over 5 years since our website has been redeveloped, we would like to, with a Commissioner appointee, have a committee to redesign our website to take advantage of the latest technology advances and increased aesthetics. Civic Plus is also the vendor that provides our agenda management software, along with the airport and Sanborn Event Center websites.



Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #	Sales Tax Exempt # Account	
Billing Terms	Annual	Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	16	\$2,384.16
Project Manager	\$135.86	48	\$6,521.28
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	115	\$15,120.20
Graphic Designer	\$109.57	120	\$13,148.40
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	135	\$14,791.95
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	275	\$22,176.00
Subtotal			\$76,771.67
Discount			(\$19,204.67)
Total Fees Year 1			\$57,567.00

Project Development and Deployment

- First Year Annual Services (Initial CivicEngage upgrades, maintenance, support and hosting)
- Premium CivicEngage Central Implementation Services
- Up to 250 pages of content migrated
- 1x SSL Management – CP Provided (<https://www.deland.org/>)
- 1x DNS and Domain Hosting Setup (<https://www.deland.org/>)
- 1x SSL Management – CP Provided (<https://www.delandairport.com/>)
- 1x DNS and Domain Hosting Annual Fee (<https://www.delandairport.com/>)
- 1x SSL Management – CP Provided (<https://www.sanborncenter.com/>)
- 1x DNS and Domain Hosting Setup (<https://www.sanborncenter.com/>)
- 6x Half-Day Blocks of Virtual Training
- 4x Half Day Blocks of Content Consulting
- 4 Year Recurring Redesign
- 2x Premium Department Headers
- 2x Department Header Specific Search
- CivicSend
- AudioEye Manages

\$57,567.00

Total Fees Year 1 \$57,567.00

Annual Services (Continuing CivicEngage Enhancements, Maintenance, Support and Hosting) \$16,986.00

Total Annual Fees \$16,986.00

Subject to annual 5% increase



GSAS
Statement
of Work
Order
Deland,
FL
GSAS
Contract
35

rmance and payment under this Statement of Work ("SOW") by and between Deland, Florida ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General ServicesAdministration and CivicPlus.

2. This SOW shall remain in effect for an initial term of one year (12 months) ("the SOW Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced as follows:
 - Upon signing – 30% of the Total Fees Years 1; and
 - Upon the earlier of 6 months from signing or upon completion of Implementation Services, the remaining 70% of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the anniversary of signature of relevant calendar years, beginning 12 months from signing. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
7. Starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
8. If a Client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

Intellectual Property

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
13. Except as otherwise required by applicable state, federal, or local laws, rules and regulations, Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt,

the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Indemnification

15. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.
16. To the fullest extent permitted by law, CivicPlus shall indemnify, hold harmless and defend the CLIENT, its agents, servants, officers, officials and employees, or any of them, from and against any third party claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, to the extent arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused by the negligence, recklessness, or intentionally wrongful conduct of CivicPlus, its agents, servants, officers, officials, employees, or subcontractors. The parties agree that this provision complies with the requirements and limitations of Section 725.06, *Florida Statutes*.
17. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the Client as set forth in Section 768.28, *Florida Statutes*.
18. In claims against any person or entity indemnified under this Section by an employee of CivicPlus or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CivicPlus or its agents or subcontractors, under Workers Compensation acts, disability benefit acts, or other employee benefit acts.
19. The execution of this Agreement by CivicPlus shall obligate CivicPlus to comply with the indemnification provision in this Agreement; provided, however, that CivicPlus must also comply with the provisions of this Agreement relating to insurance coverages.
20. CivicPlus shall submit a report to the Client within twenty-four (24) hours of the date of discovering any incident resulting in damage or which is reasonably likely to result in a claim of damage.

Liabilities

21. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
22. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
23. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
24. At all times while performing Services pursuant to the terms of this Agreement, CivicPlus agrees to procure and maintain sufficient Insurance Coverage. Upon request CivicPlus shall provide Client with copies of Certificates of Insurance evidencing that such coverage is in full force and effect and is sufficient in every respect.

Miscellaneous

25. CivicPlus shall not publish any documents or release information regarding this Agreement to the media without prior approval of the Client.
26. CivicPlus shall certify, upon request by the Client that CivicPlus maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.
27. If CivicPlus or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the Client. CivicPlus shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the Client.
28. CivicPlus shall comply with the requirements of the *Americans with Disabilities Act* and the *Americans with Disabilities*

Amendment Act, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

29. The Client will not intentionally award publicly-funded contracts to any contractor or vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8, United States Code, Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The Client shall consider the employment by CivicPlus of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by CivicPlus of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for immediate termination of this Agreement by the Client. CivicPlus shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CivicPlus during the term of this agreement. CivicPlus shall expressly require any subcontractors performing work or providing services to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this agreement.
30. CivicPlus agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the Client. CivicPlus agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.
31. CivicPlus shall require that all goods and/or services are provided to the Client after CivicPlus has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
32. If applicable, in accordance with Section 216.347, *Florida Statutes*, CivicPlus shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
33. CivicPlus shall advise the Client in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
34. CivicPlus shall not engage in any action that would create a conflict of interest in the performance of that actions of any Client employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.
35. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in Volusia County, Florida. Florida law shall control in all respects with regard to this Agreement.
36. **IF CIVICPLUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK, CITY OF DELAND, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, HENNESSY@DELAND.ORG.**
37. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, CivicPlus must:
 - (i). Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service.
 - (ii). Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
 - (iii). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (iv). Meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of CivicPlus upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.
38. If CivicPlus does not comply with a public records request, the Client shall enforce the contract provisions in accordance with this Agreement.

39. Failure by CivicPlus to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the Client. CivicPlus shall promptly provide the Client with a copy of any request to inspect or copy public records in possession of CivicPlus and shall promptly provide the Client with a copy of CivicPlus' response to each such request.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

SIGNATURE BLOCKS FOLLOW:

Attest:

CIVICPLUS, LLC.

Printed Name: _____
Title: _____
Authorized Signatory Of Entity

By: _____
Printed Name: _____
Title: _____
Authorized Signatory Of Entity

ATTEST:

CITY OF DELAND

Julie A. Hennessy, MMC
City Clerk - Auditor

By: _____
Robert F. Apgar
Mayor - Commissioner
Date: _____

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

**AUDIOEYE MANAGED
STATEMENT OF WORK**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Deland, Florida ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

1. TERM

The duration of this AudioEye Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
AudioEye Managed	\$5,000 per domain	
Total Subscription Cost*		\$5,000 per domain*

*Recurring subscription pricing is subject to an annual 5% increase.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

The Parties agree the fees described herein are included with, and not in addition to, the fees detailed in the Agreement.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client

<https://www.deland.org>

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ Billing Address 1: _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ Billing Address 1: _____
(if different from billing email address provided above)

City: _____ State/Zip: _____

Payment Method: _____

*All payments shall be made in accordance with the terms and conditions of the Agreement.
Invoices will be expressed in US Dollars (USD).*

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- | | |
|--|-------------------------|
| • Arabic | • Greek (Greece) |
| • Cantonese (Hong Kong S.A.R.) | • Hungarian (Hungary) |
| • Catalan (Catalan) | • Italian (Italy) |
| • Chinese (Taiwan) | • Japanese (Japan) |
| • Chinese (People's Republic of China) | • Korean (Korea) |
| • Czech (Czech Republic) | • Norwegian (Norway) |
| • Danish (Denmark) | • Polish (Poland) |
| • Dutch (Netherlands) | • Portuguese (Portugal) |
| • English (United States) | • Portuguese (Brazil) |
| • English (United Kingdom) | • Russian (Russia) |
| • Finnish (Finland) | • Spanish (Spain) |
| • French (France) | • Spanish (Mexico) |
| • French (Canada) | • Swedish (Sweden) |
| • German (Germany) | |

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.