CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 3, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION Pastor Mark Schrade, City Sanctuary Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Resolution No. 2022-01, Approving the Retirement of Danny Pope.
2. Proclamation, Dr. Martin Luther King, Jr. Day.
3. Proclamation, Human Trafficking Awareness Day.
4. Presentation re GlassHouse Annual Report.
5. Quarterly Financial Report for the Period Ending September 30, 2021.

CONSENT AGENDA

1. Consideration re Approval of Consolidated Ground Lease, Kingspan Insulation US.

   Staff recommends that the City Commission approve the Ground Lease Consolidation Agreement for Kingspan Insulation US.

2. Consideration re Award of Bid, Truck Mounted Paint Sprayer.

   It is recommended the City Commission award the bid for the Truck-Mounted Paint Sprayer to Traffic Supplies & Distribution in the amount of $39,825.00.

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

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

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Consideration re Appointment of City Commission Member to the Construction Management Request for Qualification Selection Committee for the Utility Administration Building.

   Staff recommends that the City Commission appoint a Commissioner to serve on the Request for Qualifications for Construction Management Services for the UAB (CM-RFQ) selection committee.

2. Consideration re Approval of Opioid Litigation Agreement.

   It is recommended that the City Commission consider the adoption of the Interlocal Agreement.

CITY COMMISSION REPORTS

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
January 3, 2022

SUBJECT: Resolution No. 2022-01, Approving the Retirement of Danny Pope.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Reso-2022-01

APPROVED BY: Julia Hewitt, Deputy City Clerk, December 28, 2021

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

The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2022 - 01

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

WHEREAS, upon the occasion of Danny Pope's retirement from the City of DeLand effective January 3rd, 2022 this Resolution is awarded as a testimonial of his loyal and dedicated service to the City of DeLand for the past twenty-five years; and

WHEREAS, Danny Pope began his employment with the City of DeLand on October 28th, 1996 as a Mechanic in Public Works, on January 31st; in 1998 Danny's position was change to Equipment Mechanic and then he was promoted on March 28th, 1998 to Senior Equipment Mechanic in Public Works. On November 13th, 2000 Danny was transferred to the Utility Section as a Wastewater Mechanic. He was promoted to a Foreman's position on October 1st, 2003, four years later on October 1st, 2007 he was promoted to the Superintendent position in Wastewater Collections and finally promoted to Superintendent II on September 29th, 2018 and is where he has remained ever since; and

WHEREAS, Danny Pope has continuously been an exceptional employee who has demonstrated his professionalism in many ways and is a man who adheres to his principles. He has continuously been a team player and has been willing to do anything that he has been tasked to do, without reservation. His dedication to the job and to the City as well as his exceptional work ethic, his organizational skills and his ability to complete projects he starts in a timely manner are indisputable evidence of his dedication, and his work is always done with a cheerful attitude; and

WHEREAS, Danny Pope has always been willing to share his vast knowledge and experience with his staff and fellow employees. He has spent many long days and nights and weekends on emergency issues to help trouble shoot electrical and mechanical issues with staff at lift stations, water plants, and the wastewater plants. He could be counted on during a tornado or hurricane to be the first to set up and last to go on many occasions; and

WHEREAS, Danny Pope was extremely well liked by his fellow workers and supervisors. Danny's initiative, professionalism, can do attitude, and exceptional ability reflect great credit upon himself and he will be genuinely missed.

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

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

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

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

PASSED AND DULY ADOPTED this 3rd day of January 2022.

_____
Robert F. Apgar, Mayor - Commissioner

Attest:

_____
Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Proclamation, Dr. Martin Luther King, Jr. Day.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Proclamation

APPROVED BY: Julia Hewitt, Deputy City Clerk, December 28, 2021

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

The CITY OF DELAND
Volusia County, Florida

Proclamation

Whereas, *Martin Luther King was born on January 15, 1929, and lived his life promoting peace, freedom, equality, and justice for all through non-violent means, becoming one of the outstanding civil rights leaders of our time; and*

Whereas, *Dr. Martin Luther King, Jr. inspired millions of Americans to participate in non-violent protest to support the ideals of equality for all and inspired citizens to serve their neighbors and communities. He was a motivating force behind a civil rights movement that had as its goal the creation of a society tolerant of all races, cultures and nationalities; and*

Whereas, *this holiday is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to make an ongoing commitment to service throughout the year; and*

Whereas, *the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Constitution – equality and justice for all; and*

Whereas, *as we honor and celebrate this man's extraordinary life, we remain committed to promoting equality and freedom through service to our community; and*

Whereas, *the ideals of Dr. Martin Luther King, Jr. and the City of DeLand's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of society is the responsibility of every member of our community.*

Now, therefore, *I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, Monday, January 17, 2021 as:*

Dr. Martin Luther King, Jr. Day

in the City of DeLand, as a memorial to this apostle of non-violence in the crusade for human rights. I urge all residents to join me in rededicating ourselves to the principles of human rights, justice and equality for all and to service to our community.

Done and proclaimed *this 3rd day of January 2022.*

_____
Robert F. Apgar, Mayor

Attest

_____
Julie A. Hennessy, City Clerk

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Proclamation, Human Trafficking Awareness Day.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Proclamation

APPROVED BY: Julia Hewitt, Deputy City Clerk, December 28, 2021

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

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and*

Whereas, *human trafficking is a 32-billion dollar a year global criminal enterprise and is a crime as well as civil and human rights violation; and an estimated 25 million people are currently victims of human trafficking for both sex and labor; and*

Whereas, *human traffickers' prey on their victims by promising a life of hope and greater opportunity, while delivering only enslavement. Instead of delivering people to better lives, traffickers unjustifiable profit from the labor and toil of their victims, who they force – through violence and intimidation – to work in brothels and factories, on farms and fishing vessels, in private homes, and in countless industries; and*

Whereas, *January is National Slavery and Human Trafficking Prevention Month, we commit ourselves to eradicating the evil of enslavement. Human trafficking is a modern form of the oldest and most barbaric type of exploitation and we proclaim it has no place in our city; and*

Whereas, *this month we do not simply reflect on this appalling reality. We pledge to do all in our power to end the horrific practice of human trafficking that plaques innocent victims not only around the world, but in our own neighborhoods; and*

Whereas, *more awareness and education is crucial to eradicating human trafficking in our communities, state and nation; and*

Whereas, *Human Trafficking Awareness Day is observed on January 11th in municipalities across the country in order to educate the public and raise awareness about human trafficking; and the City of DeLand has a strong commitment to social justice.*

Now, therefore, *I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, January 11, 2022 as:*

Human Trafficking Awareness Day

in the City of DeLand and urge all citizens of DeLand to support efforts to take action to end human trafficking.

Done and proclaimed *this 3rd day of January 2022.*

_____

Robert F. Apgar, Mayor

Attest:

_____

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Presentation re GlassHouse Annual Report.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Acquisition and Redevelopment Agreement

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

Report to City Commission:
(Per Section 4.4) Until the Redevelopment Program for the Property has been completed, GlassHouse shall appear before the City Commission at least once per year to provide a report on the progress of the proposed Projects and the performance of its obligations under this Agreement.

Staff Notes:
As of December 28, 2021,GlassHouse has not filed a complete application for the review and consideration of the required Planned Development rezoning. The proposed PD document and most supporting documentation have been submitted; payment of the filing fee remains outstanding. The applicant is requesting City Commission feedback on the amount of required vehicular parking for the project prior to submitting the application fee.

Additional Information from the Agreement:
Section 3.4.1.f. of the Agreement provides the following:

If GlassHouse fails within 180 days of the Effective Date to make a complete application for a planned development rezoning, then the City may follow the procedures outlined under Section 9.2 of this Agreement regarding notice and opportunity to cure, and City shall thereafter be entitled to terminate this Agreement.

The Effective Date of the Agreement is July 9, 2020.
180 days from the Effective date is January 5, 2021.

Section 9.2 of the Agreement provides the following:

9.2. Notice and Opportunity to Cure.
9.2.1. Prior to declaring a default hereunder, other than with regard to the situations specifically enumerated in Sections 3.2.1, 3.4.1, 5.2.6, 5.9 and 6.4, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the curewithin the 30-day period and thereafter diligently undertakes and pursues such cure to completion.

9.2.2. Further provided, however, that no prior notice or opportunity to cure needs to be provided in the event the defaulting party has previously breached a provision of this Agreement, and thereafter breaches the same provision.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation; Institute Smart Growth Principals

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact with receipt of the report.

RECOMMENDATION:

There is no recommended action requested of the City Commission with respect to receipt of the required annual report.

BACKGROUND/DISCUSSION:

On June 18, 2018, the City Commission directed staff to issue a Request for Proposal (RFP) for the redevelopment of the former county jail located at 130 West New York Avenue together with the option to also redevelop a former county parking lot located off Georgia Avenue. Both locations are currently owned by the City of DeLand. Staff issued an RFP on July 25, 2018. At the December 17, 2018 meeting of the City Commission, the Commission ranked the three submitted proposals for the redevelopment of the former County Jail and selected Deltran Operations USA, Inc. as most responsive to the RFP. At the May 28, 2019 joint meeting of the Downtown Community Redevelopment Agency and City Commission, a Memorandum of Understanding was approved that provided the guidelines for the drafting of an Acquisition and Redevelopment Agreement for the redevelopment of the former County Jail site. As of December 22, 2021,GlassHouse has not filed a complete application for the review and adoption of the required Planned Development rezoning. The proposed PD document and most supporting documentation have been submitted; payment of the filing fee remains outstanding. The applicant is requesting City Commission feedback on the amount of required vehicular parking for the project prior to submitting the application fee.

STATE OF FLORIDA
COUNTY OF VOLUSIA

ACQUISITION AND REDEVELOPMENT AGREEMENT

THIS ACQUISITION AND REDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 9th of July, 2020 (the "Effective Date"), by and between the City of DeLand, a Florida municipal corporation (the "City"), the City of DeLand Downtown Community Redevelopment Agency (the "CRA") and GlassHouse Square, LLC, a Florida limited liability company ("GlassHouse").

STATEMENT OF PURPOSE

The City is the owner of certain property with frontage on W. New York Avenue and W. Georgia Avenue which is the former site of the Volusia County Jail, being more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "Property"). The Property is located within the DeLand Downtown Redevelopment District as well as the City's Historic District. The existing jail building is in a deteriorated condition, contains asbestos, is unsightly, and is hindering the continued redevelopment that is and has been occurring in the immediate area in which the jail building is located. The City desires that the Property be redeveloped for a mixed use, in-fill project with a variety of uses including, without limitation, professional offices, retail, commercial, multifamily residential and residential lofts, and entertainment and event spaces, all of which are to be consistent with the aesthetic qualities of downtown DeLand, and in furtherance of the City's Downtown Community Redevelopment Plan, and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163.

The City is the owner of certain property with frontage on W. Georgia Avenue which is the former site of a Volusia County employee parking lot, being more particularly described on Exhibit B, attached hereto and incorporated by this reference (the "Option Parcel"). The City desires that the Option Parcel be redeveloped for an in-fill project allowing a variety of uses, including, without limitation, retail commercial, multifamily residential and residential lofts, entertainment and event space uses, consistent with the aesthetic of downtown DeLand, and in furtherance of the City's Downtown Community Redevelopment Plan, and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163.

The City issued a Request for Proposals (the "RFP") seeking private sector proposals for redevelopment of the Property and the Option Parcel, GlassHouse responded to the RFP, and the City selected GlassHouse as the developer with whom it desired to negotiate an agreement for redevelopment of the Property and the Option Parcel. Pursuant to a public hearing on May 28th, 2019, the City and GlassHouse executed a "Memorandum of Understanding" summarizing the development and business terms pursuant to which Glasshouse would redevelop the Property with a mix of uses anchored by the Deltran Operations U.S.A. Inc. world headquarters. The parties desire to enter into a binding contract related to this project as set forth in this Agreement.

GlassHouse is undertaking considerable financial risk by agreeing to develop the Property pursuant to this Agreement. The City, finding this economic development opportunity to be in the best interest of the City and the health, safety and welfare of the citizens of DeLand, has offered to facilitate the downtown redevelopment project by providing certain economic incentives to GlassHouse with the expectation that the City's involvement will encourage and accelerate the timing of the redevelopment, thus generating additional tax revenues, benefiting the downtown economy and enhancing the potential for future development of neighboring properties.

The City finds that City's provision of the economic incentives pursuant to this Agreement constitutes a public purpose, and the Florida Legislature has found that government sponsored public-private arrangements and the promotion and support, including financial assistance, of economic development activities are in the public interest and achieve a public benefit.

The CRA, is a community redevelopment agency created by the City pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes (the "Act") and is charged with undertaking redevelopment functions and managing the tax increment fund for the City of DeLand's Downtown Community Redevelopment Area.

The CRA finds that the obligations undertaken by it pursuant to this Agreement are consistent with the intent and requirements of the Act, and that the provisions of this Agreement are consistent with and further the goals and objectives of the Downtown DeLand Redevelopment Plan.

The parties hereto have agreed to memorialize the terms and conditions pursuant to which the City will convey the Property to GlassHouse and convey the Option Parcel to GlassHouse if GlassHouse exercises its option, and under which GlassHouse shall redevelop the Property and (if applicable) the Option Parcel, and under which the CRA shall pay and otherwise perform as provided herein. Nothing in this Agreement is intended to bind the City, the CRA or any agency or employee thereof with regard to any required zoning or development related approval, receipt of such approvals being a condition of performance by GlassHouse as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing matters, which are incorporated herein by reference, mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Definitions**. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

   1.1. *City Code* - The Code of Ordinances of City of DeLand.

   1.2. *Completion* - The date when the City issues certificates of occupancy for the majority of units or certificates of completion (or similar approval) for a majority of units which are ready for tenant/owner finishes before occupancy, for a particular Phase or Project.

1.3. *Development Order* - Rezoning to a planned unit development, site plan approval, issuance of a building permit or similar action by the City and all other government entities with jurisdiction over a Project necessary for GlassHouse to develop a Project pursuant to the requirements of this Agreement including, without limitation, all permits required from the U.S. Army Corps of Engineers, St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, County of Volusia, and the City of DeLand.

1.4. *Month* - When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or event; for example, two months after February 15, 2020, is April 15, 2020.

1.5. *PD Agreement* - The Planned Development Agreement, as amended from time to time, by and between the City and GlassHouse rezoning the Property for the redevelopment program contemplated herein. It is acknowledged that the Option Parcel, if the option therefor is exercised by GlassHouse, will be developed under a separate planned development agreement.

1.6. *Parcel* – One of the parcels of real estate upon which a Project or Projects may be constructed. The Parcels shall be described as set forth in Section 3.3 below.

1.7. *Phase* - One or more of the phases of development of the Property or, as applicable, the Option Parcel. The term is sometimes used in connection with the Project to be constructed as a Phase. The term is somewhat interchangeable with "Project" but is primarily used with reference to the order of development of a Project vis-à-vis other Projects.

1.8. *Project* - One or more of the following development projects contemplated to be developed by GlassHouse under this Agreement:

1.8.1. GlassHouse Square Project - The development of the Property pursuant to this Agreement, as set forth in Section 3.4.1.a.

1.8.2. Option Parcel Project - The plans for development of the Option Parcel pursuant to this Agreement, as set forth in Section 3.4.1.c.

2. **Purpose.** The purpose of this Agreement is to provide for the redevelopment of the Property and, if applicable, the Option Parcel, in accordance with Section 3, so as to enhance the quality of life and the aesthetic and useful enjoyment of the DeLand downtown area, fulfill the goals of the RFP, promote economic development and investment in the downtown area, and further the objectives of the Downtown Community Redevelopment Plan, all while providing GlassHouse with the tools to gain financial reward commensurate with the risk it is undertaking.

3. **Redevelopment Program.** Subject to the provisions of this Agreement, GlassHouse shall redevelop the Property pursuant to the provisions of this Section and the PD Agreement and, if applicable, the Option Parcel pursuant to a separate planned unit development

agreement. GlassHouse's redevelopment of the Property and, if applicable, the Option Parcel, consistent with this Agreement and in furtherance of the RFP and Downtown Community Redevelopment Plan is a material inducement for the City and the CRA to enter into this Agreement. The ability of GlassHouse to redevelop the Property and, if applicable, the Option Parcel, consistent with this Agreement is a material inducement for GlassHouse to enter into this Agreement. GlassHouse shall develop each Project on the Property in a manner which is consistent with the Conceptual Development Plan, attached hereto as Exhibit C and incorporated by reference (the "CDP"). The conceptual development plan for the Option Parcel has not yet been developed, and development of the Option Parcel will be governed by a separate planned unit development agreement that will need to be approved by the City. The obligations as set forth in Sections 3.4.3, 3.5, 5.2.2, 5.2.4, 5.3, 5.6, 5.7, 5.9, 5.10, 5.11, 6.3 and any other provision of this Agreement which expressly survives or by its terms is logically and necessarily intended to survive the conveyance of the Property and, as applicable, the Option Parcel, shall in fact survive the conveyance of the Property and, as applicable, the Option Parcel, to GlassHouse.

3.1. Right to Market. Prior to the earlier of conveyance of the Property and the Option Parcel, or termination of this Agreement, GlassHouse shall have the right to market the Property and the Option Parcel for sale or lease consistent with the CDP. In conducting such marketing activities, GlassHouse shall make clear that it does not act on behalf of, or as an agent of, the City or the CRA. The City agrees that it will not market the Property or the Option Parcel during the term of this Agreement. The City and others on its behalf shall, however, be entitled to advertise, promote and otherwise refer to the redevelopment of the Property and Option Parcel as contemplated by this Agreement. GlassHouse shall also have the right to seek any development order associated with redevelopment of the Property or the Option Parcel consistent with the CDP for the Project, as applicable. The City shall not, during the term of this Agreement, market the Property or the Option Parcel, or attempt to sell or lease either of them, except pursuant to this Agreement or with the express written consent of GlassHouse. GlassHouse's rights to market and redevelop the Property and the Option Parcel consistent with this Agreement is a material term of this Agreement.

3.2. Land Use and Zoning.

3.2.1. The parties intend that the Property and, if applicable, the Option Parcel, be redeveloped as described in this Section 3 and as to the Property as shown on the CDP. The parties understand that the Projects, as may be modified pursuant to the terms of this Section, are not currently consistent with the Property's and Option Panel's C-2A with Historic Overlay zoning designation but are consistent with their "Downtown Commercial" Future Land Use classifications under the City's Comprehensive Plan. GlassHouse's obligations hereunder are contingent upon obtaining rezoning of the Property and, as applicable, the Option Parcel, to PD, with a PD Agreement in form and content satisfactory to GlassHouse in its sole and absolute discretion, as well as all other necessary Development Orders for Phase 1 and 2, as required for each Project under that Phase as described in

this Agreement. Should the City not approve a PD Agreement acceptable to GlassHouse in its sole and absolute discretion within twelve (12) months of the Effective Date, then GlassHouse may terminate this Agreement by providing notice of termination to the City within thirteen (13) months of the Effective Date, following which this Agreement shall be of no further force or effect. The permitted uses for the Property shall be as provided in the PD Agreement, and for the Option Parcel as provided in a separate planned unit development agreement, provided that nothing herein prevents future amendment of the PD Agreement or any other planned unit development agreement through the City's amendment process. Open space requirements for the Property shall be satisfied with the Green Square/water feature area/gathering space and pedestrian walkway proposed on Parcel 1 and 2, as shown on the CDP. Landscape and hardscape areas, site design, and architectural design shall all be consistent with the CDP.

3.2.2. The parties acknowledge that the CDP represents only conceptual development plans for the Property, based on the parties' reasonable understanding of market demands, design feasibility, and urban planning best practices. Additional engineering and market feasibility studies shall be required to ensure an economically viable redevelopment program, which is in all parties' best interests. Therefore, layouts and design of each Project may be modified pursuant to the City's development review process, which changes shall not require amendment of this Agreement provided that the changes are consistent with the other provisions of this Section 3, including those concerning section 3.4.1.

3.3. Parcels.

3.3.1. The Property and the Option Parcel are currently two (2) separate legal lots each of which shall be the location for construction of the Project(s) described with reference thereto, but in the future they may be combined or further subdivided in accordance with the City's subdivision ordinance. The CDP depicts the approximate configurations of the Parcels for the Property.

3.3.2. Each Project shall be constructed on a Parcel. Concurrent with submission of site plan applications for each Project to be developed on the Property and, as applicable, the Option Parcel, GlassHouse shall submit to the City, together will all other documents required by the City's Land Development Regulations, a survey of the legal description of the Parcel or portion of the Parcel upon which the Project is to be constructed.

3.4. Redevelopment Program for the Property and Option Parcel. GlassHouse shall redevelop the Property and, as applicable, the Option Parcel, consistent with the CDP, and the provisions of this Section. GlassHouse shall seek to reasonably maximize the redevelopment potential of the Property and, if applicable, the Option Parcel, consistent with economic conditions and in an architectural style that is complementary to the brick architecture which currently exists along Georgia Avenue, as determined by GlassHouse in its reasonable discretion. Except as

otherwise provided in this Agreement, GlassHouse shall undertake the development program set forth in this Section 3 at its sole cost and expense.

3.4.1. The Redevelopment Program for the Property shall be for mixed-use, allowing a variety of uses including office, entertainment, commercial, and if applicable, for the Option Parcel shall allow for such uses and for residential uses, to be developed in Phases, consistent with the terms set forth in the PD Agreement or, as it relates to the Option Parcel, a separate planned unit development agreement, as exists from time to time.

a. The anticipated redevelopment of the Property is described as follows:

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
Phase 1: Building 1	1	3, plus rooftop assembly use space	FIRST FLOOR Up to 10,000 GSF Office*/Commercial to be further defined in the PD Agreement *No more than 30% of 1st floor space to be office.
			SECOND FLOOR Up to 10,000 GSF office/commercial to be further defined in the PD Agreement
			THIRD FLOOR Up to 10,000 GSF office/commercial to be further defined in the PD Agreement
			ROOFTOP Up to 10,000 GSF Rooftop assembly use space (event space) to be further defined in the PD Agreement. Rooftop space is contemplated to have an elevator landing, enclosed restroom and other incidental enclosures, and all enclosures shall be set back an appropriate distance, to be identified in the PD Agreement, from the edge of

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
			the roof. The top of all enclosures shall be less than eighty (80') feet above the finished floor elevation of the first floor of the building.
			Up to 1,500 GSF of Gallery/ event space.
Phase 2: Building 2	2	2	Ground floor up to 3,500 GSF Office*/Commercial to be further defined in the PD Agreement *No more than 30% of 1st floor space to be office.
			Second floor up to 5,000 GSF office/commercial, Gallery/event space and/or up to 5 "Artist's Lofts" to be further defined in the PD Agreement
Phase 1: Gathering Space		N/A	Green square / water feature area and/or other gathering space to be further defined in the PD Agreement
Phase 1: Pedestrian Walkway		N/A	To be further defined in the PD Agreement, to include provisions for an easement (the "Easement") for underground utilities, stormwater vaults, emergency access and the right to grant temporary ingress and egress to adjacent property owners with zero lot line buildings for periodic maintenance of those buildings. It is GlassHouse's current intention that the pedestrian walkway will generally remain open for access by members of the public as invitees as is the case with the nearby Artisan Alley. It is also GlassHouse's intention to construct a portion of Building 2 over a portion of

PROJECT/ PHASE	PARCEL	STORIES (NOT TO EXCEED)	PERMITTED USE(S)
			the pedestrian walkway, leaving approximately 14' of airspace from the ground level to the overhanging portion of Building 2.
Phase 1: Private Parking Lot		N/A	Private parking lot to serve needs of GlassHouse, location to be determined in the PD Agreement.

b. Building 1 in Phase 1 shall be not less than two (2) stories and not less than 20,000 gross square feet.

c. The anticipated redevelopment of the Option Parcel, if applicable, shall be in accordance with a PD agreement to be entered into in accordance with rezoning of the Option Parcel, and if applicable, other lands. Buildings on the Option Parcel shall be limited to three (3) stories and shall not have any rooftop event space.

d. Parking may be provided off-site to each Parcel to be developed. Except as otherwise provided, specific parking ratios and standards shall be addressed in the PD Agreement applicable to each Parcel.

e. Any residential units shall be constructed to provide exterior sound attenuation to standards to be addressed in the PD Agreement. There shall be no residential units on the first floor adjacent to Georgia Avenue.

f. The references to square feet of non-residential use and number of residential units in Section 3.4.1. are only estimates. Adoption of square footages in the PD Agreement approved by the City through the normal rezoning / development review process shall be deemed to modify this Agreement without the need for any written amdendment to this Agreement. If GlassHouse fails within 180 days of the Effective Date to make a complete application for a planned development rezoning, then the City may follow the procedures outlined under Section 9.2 of this Agreement regarding notice and opportunity to cure, and City shall thereafter be entitled to terminate this Agreement.

3.4.2. The order of Phases described in Section 3.4.1. is the presently anticipated order of development and is used only for descriptive purposes. For example, GlassHouse may, in its sole discretion, commence development of Phase 2 as the initial Phase of development for the Property. In addition, GlassHouse may commence development of more than one Phase consistent with the terms of this Agreement. In any event, development of the Phases shall be designed to minimize the disruption to the existing public parking on the Option Parcel without unreasonably interfering with construction of the Project(s). The site plan for each Phase shall include measures to mitigate disruption to such existing public parking, which shall be part of the City's review process and shall be depicted on the site plan for each respective Phase. Such mitigation measures may include Glasshouse maintaining its laydown area and all construction staging operations on the Property or on the City's lot located at 224 South Florida Avenue and possibly other measures to avoid impacts to Georgia Avenue. GlassHouse will use its best efforts to ensure that, prior to its provision of substitute public parking that is reasonably equivalent to that which is currently on the Option Parcel, as set forth in Section 3.5 below, its construction force does not park in the public parking currently located on the Option Parcel. The City may implement additional off-site mitigation measures including, but not limited to, informational signage directing visitors to alternative public parking areas. The City shall allow Glasshouse to use the City owned vacant lot located at 224 South Florida Avenue at no cost to Glasshouse for construction staging and construction worker parking. GlassHouse shall provide liability insurance in an amount no less than one million ($1,000,000.00) dollars per occurrence, two million ($2,000,000.00) dollars annual aggregate limit covering property damage and personal injury liability for that lot during the time that it is used for construction parking and such insurance shall name the City of DeLand as an additional insured.

3.4.3. The City represents that as of the Effective Date, neither the City's land development regulations, nor any other applicable regulation of the City, imposes any on site storm water treatment or storage requirements which are in any way greater than the requirements of the St. Johns River Water Management District. The City shall have the option to install, or upsize as the case may be, and maintain, stormwater vaults underneath the Easement area, and beneath the Pedestrian Walkway, to the extent space is available therefor, as determined by sound engineering principles. The cost for installation thereof, or the cost related to upsizing as the case may be, shall be the sole cost of the City. The City shall pay all costs for future maintenance if it installs its own stormwater vaults, or for its proportionate share (determined by the percent of total capacity comprised of the City's upsizing) of future maintenance costs,if it upsizes Glasshouse's Stormwater Vaults.

3.5. Public Parking Lot. If GlassHouse exercises its option to purchase the Option Parcel and the City conveys the Option Parcel to GlassHouse as provided herein, GlassHouse will replace all currently existing regular and handicap accessible public parking spaces displaced by any Project to be developed on the Option Parcel with an equal number of such parking spaces, at its sole cost and expense. In addition to the provisions of Section 6, closing on the Option Parcel shall be in accordance with the following standards:

3.5.1. The parking lot containing the replacement public parking spaces (the "Public Parking Lot") shall be completed not later than closing on the Option Parcel or, at GlassHouse's option, GlassHouse may grant to the City a temporary easement for such public parking on the Option Parcel until the replacement public parking is provided and receive title to the Option Parcel. The term of such temporary parking easement shall have a duration which is no longer than the term of the Option or the date that title to the Option Parcel is reconveyed to the City, all as set forth in Section 5.10. If any public parking spaces located on the Option Parcel are agreed, in the PD Agreement for the Option Parcel, to be left in service for public parking after closing on the Option Parcel, City shall reserve an easement as to those spaces and the existence of those spaces shall be addressed in the PD Agreement on the Option Parcel.

3.5.2. GlassHouse shall construct the Public Parking Lot on lands to be conveyed to the City, which lands shall be located within two hundred fifty (250') feet of the Option Parcel. After closing on the Option Parcel, City shall be responsible for the operation and maintenance of the Public Parking Lot. If any public parking spaces are left on the Option Parcel after closing on the Option Parcel, GlassHouse shall maintain those spaces pursuant to a separate maintenance agreement with the City, executed prior to closing on and conveyance of the Option Parcel to GlassHouse.

4. **Other GlassHouse Obligations.** Unless otherwise provided in this Agreement, GlassHouse shall undertake the actions set forth in this Section 4 at its sole cost.

4.1. Other Obligations. GlassHouse shall provide the information required in Section 6.1 and acquire the Parcels as set forth in Section 6.

4.2. Deadlines. Subject to the deadlines provided below and following closing on each respective Parcel, GlassHouse shall control the timing for construction of each Phase on the Property.

4.2.1. Within the later of nine (9) months of approval of the PD Agreement or eighteen (18) months of the Effective Date, GlassHouse shall submit the following, consistent with the CDP:

4.2.1.1. Preliminary and final plats - The initial plat which may divide the site into at least two (2) lots will be prepared during the first phase. The two (2) lots will consist of the sites for Parcel 1 (for Building 1), and Parcel 2 (for Building 2). The City will execute without delay such owner authorizations required by the City's applicable land development regulations when same are presented to the City for signature. The final plat for the Property will be fully executed at or prior to closing, and delivered to the City Attorney in escrow for recording immediately following the closing.

4.2.1.2. A site plan for development of the first Phase (i.e., the site improvements necessary for the preliminary and final plats for the Parcel and associated easements). The City will execute without delay such owner authorizations required by the City's applicable land development regulations when same are presented to the City for signature.

4.2.1.3. Complete construction plans for Building 1 (recognizing that any part of the interior of Building 1 may be unfinished shell space).

4.2.2. GlassHouse shall make commercially reasonable efforts to obtain approval for the above permit applications for the first Phase within twenty-four (24) months of the Effective Date.

4.2.3. GlassHouse shall make commercially reasonable efforts to commence construction of the first Phase within fifteen (15) months of approval of the PD Agreement. GlassHouse shall make commercially reasonable efforts to complete construction of the first Phase within twenty-four (24) months of commencement of construction.

4.3. Extensions. Extensions to deadlines provided for in this Agreement can only be approved by the parties hereto in writing.

4.4. Report to City Commission. Until the Redevelopment Program for the Property has been completed, GlassHouse shall appear before the City Commission at least once per year to provide a report on the progress of the proposed Projects and the performance of its obligations under this Agreement.

4.5. Compliance with Other Provisions of Applicable Law.

4.5.1. GlassHouse shall construct each Project in compliance with all applicable laws, regulations and ordinances, including but not limited to provisions of the City's Land Development Code regulating platting.

4.5.2. The City shall join in any plat of the Property or, as applicable, the Option Parcel, to the extent necessitated by any easement or other rights therein retained by the City, provided that such plat(s) do not interfere with the

development or use of the Property or Option Parcel so acquired by GlassHouse under this Agreement.

5. **City and CRA Obligations.** In consideration of GlassHouse undertaking the Projects, the City and the CRA shall undertake the actions set forth in this Section. Unless otherwise provided below, the City and the CRA shall undertake such actions at their sole cost.

5.1. Joinder and Applications. The City, as owner of the Property and the Option Parcel shall join in any application for development orders associated with redevelopment of the Property and, if applicable, the Option Parcel consistent with the Redevelopment Programs, including, but not limited to, applications for final rezoning, site plan or plat approval and stormwater permits, and other Development Orders. Nothing in this Agreement shall be intended to bind the City or otherwise impose upon the City any obligation to approve any applications in which the City joins pursuant to this Agreement.

5.2. City and CRA Contributions.

5.2.1. The City shall convey the Property and, if applicable, the Option Parcel, to GlassHouse pursuant to the terms of Section 6, free and clear of any liens or encumbrances except as otherwise provided in Section 6.7. Conveyance of the Property shall occur prior to GlassHouse's commencement of construction of Phase 1.

5.2.2. GlassHouse shall pay all City application fees in regard to all applications for Development Orders, all City and County impact fees subject to any applicable credits and any other fees customarily required for obtaining development permits. GlassHouse shall be entitled to all impact fee and connection fee credits currently available to the Property and, as applicable, the Option Parcel.

5.2.3. Except as otherwise provided herein, GlassHouse shall pay all city, state or federal application or permit fees, and such general and usage fees or charges for water, sewer, or other services provided by the City to the Property or, as applicable, the Option Parcel, following closing on such lands.

5.2.4. The City and GlassHouse shall collaborate to establish a parking signage program for the public parking on the Public Parking Lot, which shall be designed to be consistent with the design and character of the Projects, and shall be installed on the Parcels as set forth on the site plan for the respective Parcels. The City shall provide such information as is necessary for inclusion on the respective site plan in a timely manner to permit GlassHouse to submit its site plans consistent with the schedule set forth in Section 4.2. The City or the CRA shall pay all costs relating to the parking signage improvements, shall install such improvements on the Parcels as set forth on the site plan for such Parcels, and shall thereafter maintain such signage, pursuant to a separate maintenance agreement.

5.2.5. The City or the CRA shall, at their sole cost and expense, procure a boundary and topographic survey of the Property. The survey shall include the boundaries of the Property, all public utilities located on public property within seventy five (75') feet of the Property including visible surface and invert depths, and elevations of the property from the edge of the buildings to the property line. The boundary survey shall be in ALTA form. The survey shall be certified to GlassHouse, its lender and title insurer. The City or the CRA shall provide the survey to GlassHouse not later than ninety (90) days from the Effective Date.

5.2.6. The City or the CRA shall, at their sole cost and expense, cause to be performed, a Phase I Environmental Site Assessment for the Property and, the Option Parcel (the "Phase I"), and a Phase 2 Environmental Site Assessment if the Phase 1 assesment identifies any Recognized Environmental Condition (as defined by the Phase I). The parties shall cooperate in good faith to fund through the Florida or federal brownfield program incentives, as available, any additional Phase II environmental site assessment and/or remediation of the Property and, if applicable, the Option Parcel and adjust the deadlines in Section 4.2 to address any delays associated with additional site assessment and/or remediation which the parties agree to undertake. Should the City reasonably determine that the length of time and or the cost to perform additional environmental assessments or remediate the site is too great, the City shall have the right in its sole discretion to terminate this Agreement upon thirty (30) days written notice. The environmental site assessments shall be certified to GlassHouse, its lender and title insurer. City and CRA shall provide three (3) originals of the Phase I environmental site assessments to GlassHouse not later than one hundred fifty (150) days from the Effective Date.

5.2.7. The City or the CRA shall, at their sole cost and expense, cause the Property to have a geotechnical survey completed. The geotechnical survey will be based upon geotechnical borings conducted in appropriate locations within the parking areas of the Property, and nothing in this Agreement shall be deemed to require the City or CRA to conduct borings within the locations on the Property that are currently occupied by structures. The geotechnical survey shall include foundation design recommendations for the planned heights of the buildings, and percolation analysis for underground exfiltration storm water systems subject to any limitations imposed by the presence of buildings being located on the Property. The geotechnical survey shall be certified to GlassHouse, its lender and title insurer. The City or the CRA shall provide three (3) originals of the Geotechnical Survey to GlassHouse not later than one hundred twenty (120) days from the Effective Date.

5.2.8. The City or the CRA shall cause the aforesaid survey, environmental inspection reports and geotechnical survey to be certified to GlassHouse and

shall name GlassHouse as an intended third-party beneficiary of the contract between the City and the provider of such reports.

5.2.9. The City or the CRA shall, at their cost and expense, cause such underground stormwater vaults as they deem appropriate, consistent with the intended use and development of the Pedestrian Walkway, to be constructed simultaneously with or prior to GlassHouse's development of the Pedestrian Walkway.

5.3. Acceptance and Maintenance of Public Improvements. If applicable, following the City's customary procedures for acceptance of public improvements, the City shall accept, and thereafter maintain pursuant to the provisions of Section 3.5, the Public Parking Lot improvements.

5.4. Other Obligations. The City shall provide technical assistance with respect to the development order applications filed by GlassHouse for the Projects. City shall maintain the Property and the Option Parcel in its current condition during the term of this Agreement prior to conveyance of the Property and, if applicable, the Option Parcel except as otherwise provided for in this Agreement. City shall comply with the provisions of Section 6 of this Agreement.

5.5. City Cooperation. The City shall exercise its best efforts and cooperate with GlassHouse in submitting and obtaining any state and federal licenses, permits, and governmental authorizations necessary to the completion of the Projects; provided, however, except as otherwise provided herein, all costs associated therewith shall be the sole responsibility of GlassHouse. The City's obligations shall not affect the City's right and authority to act in regulatory matters in accordance with applicable laws or ordinances. GlassHouse acknowledges that the City does not, and as a matter of law cannot, agree by way of a contract to pre-approve its applications. This is because the law forbids the government from contracting away its legislative authority in the land development approval process. GlassHouse acknowledges that it has no claim or cause of action against the City in the event that the Project, and all elements thereof, are not approved by the City through the development review and approval process.

5.6. Available Incentives. The City and GlassHouse shall cooperate to obtain any incentives available pursuant to the Florida Brownfields Program or the federal brownfields program, including, but not limited to, obtaining Brownfield Assessment Grant funds from the U.S. Environmental Protection Agency to conduct the Phase 1 assesment.

5.7. Easements.

5.7.1. The City shall grant to GlassHouse a temporary construction easement for the purpose of allowing GlassHouse to utiliize the vacant lot located at 224 S. Florida Avenue for staging and parking related to the construction of the Projects and the Public Parking Lot, as set forth in the site plans for each respective Phase. These easements shall be identified and agreed upon not

later than approval of the PD Agreement on the Property or the Option Parcel, as applicable, and shall be delivered upon the closings on the Property and the Option Parcel, as applicable.

5.7.2. Concurrent with the conveyance of the Property as set forth in Section 6, the City shall:

5.7.2.1. Convey to GlassHouse a ten (10') foot wide easement, in a location reasonably acceptable to GlassHouse and the City, for pedestrian ingress and egress across the Option Parcel, connecting the Property to lands lying South of the Option Parcel. Such easement shall run with the land and inure to the benefit of the individual unit buyers, property owners or condominium owner's association, and successors and assigns, to the Property.

5.7.2.2. The City shall reserve the Easement over, upon, under and across the Pedestrian Walkway.

5.8. No Pledge of Full Faith and Credit. The City's and the CRA's payment obligations hereunder do not, and shall not be deemed to, constitute a general obligation of the City or the CRA, nor do they constitute a pledge of the full faith and credit of the City or the CRA within the meaning of the Constitution and laws of the State of Florida. They shall be binding obligations only to the extent that City or CRA has funds available to meet them, and shall be subject to the City's or CRA's appropriation of such funds. GlassHouse' obligations to meet the deadlines set forth in Section 4.2 shall be tolled an equal time for any period in which the City or CRA fails to appropriate such funds.

5.9. Upon GlassHouse obtaining all necessary permits, approvals and authorizations from all applicable governmental authorities for the site development of the Property and construction of Building 1, GlassHouse will provide to the City a letter from a lending institution or other party reasonably acceptable to the City ("Loan Commitment"), or other reasonably acceptable evidence of financial capacity or other reasonably acceptable security guaranteeing completion of Phase 1 of the Project ("Proof of Financial Capacity"). Thereafter, the City will demolish the former Volusia County Jail building ("Jailhouse"), leave the Property cleared and development-ready, and remove all Asbestos from the Property, to be completed not later than one hundred twenty (120) days following the City's approval of the Loan Commitment in accordance with the following standards:

5.9.1. City has caused a survey of the Property to be conducted according to Florida Statutes, Chapter 469 ("Survey"), which was performed by an Asbestos Surveyor acting under the direction of a Florida licensed Asbestos Consultant. Within thirty (30) days of the Effective Date, the City shall provide GlassHouse with a copy of the Survey.

5.9.2. Prior to demolition of the Jailhouse and not later than one hundred twenty (120) days following the Effective Date, the City shall cause Abatement

specifications for Abatement of all Asbestos on the Property to be prepared by and under the direction of a Florida licensed Asbestos Consultant. The Abatement specifications shall provide for Abatement to be by Removal and Disposal of the Asbestos on the Property and not by Encapsulation, Enclosure or other means besides Removal and Disposal. The proposed Abatement specifications shall be provided to GlassHouse for review not later than thirty (30) days prior to the City releasing bids for the demolition work. GlassHouse shall have fourteen (14) days from receipt of the Abatement specifications to comment on them, but shall have no duty to comment and shall have no duty to the City or any other party in regard to any comment which GlassHouse makes in regard to the proposed Abatement specifications. Any comment made by GlassHouse is solely for the benefit of Glasshouse and for the benefit of no other person or party.

5.9.3. The Removal and Disposal of all Asbestos-containing Materials must be performed by a Florida licensed Asbestos Contractor and monitored by a Florida licensed Asbestos Consultant.

5.9.4. All Asbestos-containing Materials must be abated according to all applicable laws, rules and regulations including, without limitation, AHERA, ASHARA, NESHAP, NIOSH, Florida Statutes Ch. 469 and FAC Ch. 61E-1, and those of the United States Environmental Protection Agency, OSHA and the Florida Department of Environmental Protection.

5.9.5. Prior to closing and subsequent to the Abatement, and not later than thirty (30) days following completion of the Jailhouse demolition, the City shall cause an inspection of the Property to be performed by a Florida licensed Asbestos Consultant and the City shall provide a new or updated Survey reporting the results of said inspection to GlassHouse upon receipt of said Survey to provide reasonable assurance that the Asbestos on the Property has been abated.

5.9.6. GlassHouse's review of and comment on the asbestos Surveys and the Abatement specifications as described herein, and all other provisions of this section or otherwise related to Asbestos on the Property, the Abatement of Asbestos on the Property, the asbestos Surveys and the Abatement specifications, or any one or more of them, are solely for the benefit of GlassHouse, and do not, and shall not, create any duty on the part of GlassHouse arising from or related thereto.

5.9.7. All capitalized terms in this Section 5.9 which are not otherwise defined herein shall have the meaning as defined under Section 469.001, Florida Statutes, unless the context requires otherwise.

5.9.8. Each Asbestos Consultant and Asbestos Contractor as described herein must be licensed and financially responsible under the provisions of Florida law including, without limitation, FAC 61E1 and Florida Statutes Chapter 469.

If the cost to demolish the Jailhouse and remove the Asbestos exceeds the sum of three hundred thousand ($300,000.00) dollars, the City shall give notice to GlassHouse within thirty (30) days of the City's receipt of the bid therefor but not later than one hundred twenty (120) days from the Effective Date, within which to notify GlassHouse of the amount of the overage. Upon the City giving such notice, GlassHouse will have the option of paying the excess amount or terminating this Agreement. GlassHouse must exercise its option to terminate by giving written notice of its election to do so within thirty (30) days of its receipt of notice of the amount of overage from the City. Following the City's receipt of GlassHouse's notice of termination, this Agreement will be deemed terminated and of no further force or effect. If GlassHouse does not notify the City of its election to terminate in said thirty (30) day period, then GlassHouse shall be deemed to have agreed to pay the difference and the amount of such difference shall be paid by GlassHouse to the City within thirty (30) days thereafter.

5.10. The City grants to GlassHouse a five-year option to purchase the Option Parcel (the "Option" as further defined herein). A memorandum of the Option will be recorded in the Public Records of Volusia County at the time of conveyance of the Property. The term of the Option shall be for a period commencing with recording of the Memorandum and shall run through five (5) years following the issuance of the first certificate of occupancy for a Project. The Option shall provide that GlassHouse is entitled to buy the Option Parcel for the lesser of (a) the fair market value (based upon an MAI appraisal certified to City, GlassHouse and GlassHouse's lender paid for by GlassHouse but obtained by the City from an appraiser on the approved list of appraisers by GlassHouse's lender) of the Option Parcel as of the date of transfer of title to the Property, with an adjustment for the change in the Consumer Price Index for all Urban Consumers, published by the U.S. Bureau of Labor Statistics, from the date of the appraised value to the date the option is exercised or (b) the then current fair market value as of the exercise of the option, determined by an appraiser selected and paid in the same manner as set forth above. Conveyance of the Option Parcel to GlassHouse pursuant to this option shall be subject to the following conditions:

5.10.1. GlassHouse shall be required to replace the existing displaced parking spaces in the Option Parcel, and as set forth herein, as well as provide all parking required for the development of the Option Parcel. Such displaced parking will be within two hundred fifty (250') feet of the Option Parcel. For the sake of clarity, the nearest point on any parcel of property upon which replacement parking is located shall be within two hundred fifty (250') feet of any point on the boundary of the Option Parcel. GlassHouse shall convey to the City fee simple title to the area containing the replacement parking, which shall include a minimum of two (2) ADA compliant handicapped parking spaces, drive aisles sufficient to fully access all parking spaces, and areas to support light fixtures for the parking spaces. GlassHouse shall also grant to the City one or more perpetual easements, if

the configuration of the remainder of the parking area so requires, allowing for access to the parking spaces conveyed to the City.

5.10.2. In the event that GlassHouse does not develop the Option Parcel with a minimum of three thousand eight hundred (3,800) square feet of commercial or mixed use development within five (5) years of conveyance of the Option Parcel by the City to GlassHouse, then the City shall have the option to repurchase the Option Parcel. In order to exercise this repurchase option, the City shall, not later than twelve (12) months following the expiration of the five year development period described above in this Section 5.10.2 (ie. six (6) years from the date of conveyance of the Option Parcel to GlassHouse), provide written notice of the City's election to repurchase. GlassHouse shall have one hundred eighty (180) days following the giving of such notice to obtain a site plan and complete building permits for the Option Parcel, and if GlassHouse does obtain the same, an additional eighteen (18) months from issuance of the building permits to complete construction of the improvements on the Option Parcel. Should GlassHouse fail to meet either deadline following notice from the City as set forth in this Section 5.10.2, then GlassHouse shall convey the Option Parcel to the City. At the time of conveyance of the Option Parcel to the City, the City shall pay to GlassHouse the full amount originally paid to the City by GlassHouse for the purchase of the Option Parcel and any costs related to recording fees, documentary stamp taxes, etc. related to such purchase. At the time of the conveyance of the Option Parcel to GlassHouse by the City, a memorandum of thisrepurchase option, and any other document reasonably necessary to render it enforceable, shall be recorded in the Public Records.

5.10.3. Any building located on the Option Parcel shall be limited to three (3) stories in height.

5.10.4. Any residential units shall be constructed to provide exterior sound attenuation, to an identifiable standard as set forth in the applicable PD Agreement. No residential units may be located on the first floor of the building fronting West Georgia Avenue.

5.11. Commencing with the first calendar year after the year of issuance of the certificate of occupancy for Phase 1, Building 1 (for the sake of clarity, January 1 of the year immediately following issuance of the said certificate of occupancy), and for a period of ten (10) years, forty five (45) days following payment by GlassHouse of the ad valorem taxes due in that year, the CRA shall pay GlassHouse an amount equal to the "pro rata portion" of ad valorem tax collections for Volusia County and the City of DeLand millage paid into the Downtown DeLand Community Redevelopment Trust Fund for Building 1 and the underlying lot on which it sits. The "pro rata portion" shall be determined by applying the ratio of the square

footage under roof that the offices for the company or employer referred to in the next to last sentence of this Section 5.11, up to a maximum of ten thousand (10,000) gross square feet or thirty three and 1/3 percent (33.33%) of the gross square footage of the building under roof, whichever is less, bears to the total square footage under roof of Building 1. The payment due each year will be made only after the ad valorem taxes for the entire Property have been paid for that year. In the event the said taxes on the Property have not been paid for any year, the aforesaid payment to GlassHouse shall be made by the CRA within sixty (60) days after the taxes have been paid. As a condition of this payment, during the year for which the payment is due, there must have been maintained on the Property during the year for which the payment is due one company or employer with a minimum of thirty (30) full time equivalent employees with an average annual salary of at least sixty seven thousand one hundred forty two and (00/100) dollars ($67,142.00). There shall be no extension of the term of the abatement nor any partial or pro-rated payment for any year that they do not meet the minimum employment and salary standards and GlassHouse or any subsequent owner of Parcel 1 will not seek grants from the CRA during the abatement period.

6. **Conveyance of Parcels.**

6.1. Adequate Assurances. As a condition precedent to the City's obligation to convey the Property (but not the Option Parcel) as required by Section 5.2.1, GlassHouse shall provide and deliver its proof of Financial Capacity to the City at or before closing on the Property.

6.2. Conveyance. Conveyance of the Property shall be subject to the City's determination that GlassHouse has obtained all permits required to construct and has the financial ability to develop Phase 1, such determination not to be unreasonably withheld. In the event that construction of Phase 1 is to be financed through a private lending institution, equity group, or by means other than a commercial lending institution, then the City's determination shall be to the City's reasonable satisfaction of the financial ability of that entity.

6.3. Closing Date. Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property shall be ninety (90) days after the Jailhouse has been removed from the Property, the Abatement of the Asbestos has been completed and the Property is cleared and ready for development (the "Closing Date"). As and when applicable, the closing date for conveyance of the Option Parcel shall be the later of GlassHouse completing the improvements for the Public Parking Lot required by Section 3.5 of this Agreement (unless the temporary easement as described in Section 3.5.1 is provided) or sixty (60) days following GlassHouse providing the City with notice that it is exercising the said option. The Closing Date or the closing date for the Option Parcel may be extended for up to one month pursuant to a written agreement executed by GlassHouse and the City Manager without the necessity of amending this Agreement.

6.4. Form of Conveyance and Closing Costs. The City shall convey the Property and, as applicable, the Option Parcel, to GlassHouse pursuant to a special warranty deed. Documentary stamp taxes, if any, on the special warranty deed shall be the expense of GlassHouse. GlassHouse shall pay for the cost of recording curative instruments, the title insurance commitment, and the owner's title policy if issued, recording of the deed and all expenses associated with any financing. Each party shall pay its respective attorney's fees. Conveyance shall be subject to a reservation by the City of the Easement, the terms and conditions of which shall be agreed upon between the City and GlassHouse in the PD Agreement applicable to the Property (but which may be subsequently amended by agreement between them without amending the PD Agreement). The Easement shall provide for the City to restore any damage caused by or related to its use of the Easement including, without limitations, arising out of its maintenance, repair or replacement of the City's facilities within the Easement.

The conveyance of the Property shall also be subject to a reverter clause ("Reverter Clause") reserved by the City. The terms and conditions for the Reverter Clause shall be agreed upon between the City and GlassHouse prior to closing on the Property. The general conditions of the Reverter Clause shall be that, unless extended by this Agreement (including, without limitation, Sections 4.5 and 12) or by mutual agreement of City and GlassHouse, construction of Phase 1, Building 1 must have commenced within twenty four (24) months from the closing on the Property, and must be ready for occupancy within thirty six (36) months from the commencement of construction. If either deadline is not achieved, the City may at any time thereafter (while that condition continues to exist) serve GlassHouse with the City's notice of intention to invoke the Reverter Clause, which notice shall state with specificity what deadline has not been met. GlassHouse shall have one hundred-eighty (180) days after receipt of the City's notice within which to cure that condition. After the expiration of the one hundred eighty (180) day period and prior to the time the condition has been cured, City may then invoke the Reverter Clause by providing written notice to GlassHouse of such election. Within fifteen (15) days of such notice, GlassHouse shall convey title of the Property by special warranty deed. Upon the City sending such notice, the Option shall automatically terminate. Should GlassHouse fail to convey the Property to the City, the City shall be entitled to immediately seek specific performance of this provision in a court of competent jurisdiction. A memorandum setting forth the terms of the Reverter Clause shall be recorded in the Public Records of Volusia County, Florida. The City will subordinate the reversionary interests evidenced by the Reverter Clause to any commercially reasonable mortgage recorded against the Property which mortgage is solely for the development of the Property. Once development of the Property is completed, this reversionary interest will terminate and otherwise be deemed to be extinguished, and the City shall record a notice of the termination of the reversionary interest in the Public Records upon completion of the development of the Property.

6.5. Payment by GlassHouse. Except as otherwise set forth herein, GlassHouse shall provide payment of the following:

6.5.1. Closing costs as set forth herein associated with conveyance of the Property and as applicable, the Option Parcel, except that the City shall bear is own attorney fees.

6.5.2. City application fees associated with the entitlement process.

6.5.3. City and County impact fees, subject to any applicable credits.

6.5.4. City permit fees.

6.5.5. All other typical development fees related to development of the Project.

6.6. AS IS. Except as otherwise provided in this Agreement, the City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property and, as applicable, the Option Parcel. GlassHouse agrees that with respect to the Property and the Option Parcel, GlassHouse has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the City (except as expressly set forth in this Agreement) or any agent of the City. GlassHouse represents that it is a knowledgeable purchaser of real estate and that (except as to the express representations and warranties as set forth in this Agreement), it is relying solely on the Geotechnical Survey, Phase 1 (and Phase 2, as applicable), and the surveys and Survey provided by City pursuant to Sections 5.2.5, 5.2.6 and 5.9, respectively), and its own expertise and that of its consultants, and that in addition to the inspection reports provided by the City, GlassHouse will conduct such inspections and investigations of the Property and, if applicable, the Option Parcel, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by those inspections and investigations. GLASSHOUSE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE CITY SHALL SELL AND CONVEY TO GLASSHOUSE, AND GLASSHOUSE SHALL ACCEPT THE PROPERTY AND, AS APPLICABLE, THE OPTION PARCEL "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE DEED TO BE DELIVERED AT CLOSING), COLLATERAL TO OR AFFECTING THE PROPERTY AND, IF APPLICABLE, THE OPTION PARCEL BY CITY, ANY AGENT OF THE CITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF THE CITY. The terms and conditions of this Section shall expressly survive the closing and not merge into the deed(s) to be executed and delivered at Closing.

6.7. Title Insurance.

6.7.1. GlassHouse shall obtain, at GlassHouse's expense, within thirty (30) days of the Effective Date, a commitment (the "First Commitment") for an

Owner's Title Insurance Policy agreeing to insure title to the Property and the Easements or, at GlassHouse's election, the Property, the Easement and the Option Parcel, in an amount that GlassHouse estimates is equal to the value of the Property, the Easement and, as applicable, the Option Parcel. The First Commitment shall be subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the title company.

6.7.1.1. GlassHouse shall provide the City a copy of the First Commitment within ten (10) days of receipt of same.

6.7.1.2. Within thirty (30) days of its receipt of the First Commitment, GlassHouse shall notify the City of any objections thereto. If GlassHouse fails to do so, it shall be deemed to have accepted the First Commitment and title to the Property and the Easements and, as applicable, the Option Parcel, as evidenced thereby.

6.7.1.3. GlassHouse shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property, the Easements and Option Parcel consistent with the CDP. No other restrictions and/or easements shall affect the title.

6.7.1.4. If the First Commitment discloses unpermitted exceptions or matters that render the title non-marketable or otherwise objectionable to GlassHouse in its sole discretion, the City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from GlassHouse within which to have the exceptions removed from the First Commitment, or the defects cured to the reasonable satisfaction of GlassHouse. If the City fails to have the First Commitment exceptions removed or the defects cured within the specified time, GlassHouse may terminate this Agreement, or GlassHouse may elect, upon notice to the City within ten (10) days after the expiration of the curative period, to take title as it then is notwithstanding such exceptions or title defects.

6.7.2. Thereafter, GlassHouse may obtain at GlassHouse's expense, within thirty (30) days prior to Closing on the Property, the Option Parcel, or both, an updated commitment (a "Subsequent Commitment") for an owner's title insurance policy.

6.7.2.1. In the event that a Subsequent Commitment contains any unpermitted exceptions or matters that render the title non-marketable; and such exceptions or matters were not set forth in the First Commitment, the following provisions shall apply:

6.7.2.1.1. In the event that the new exceptions or matters arise by, though, under or against the Property or, as applicable, the Option Parcel, the City shall exercise reasonable diligence in the curing of any such exceptions or matters, including the payment and discharge of any liens or encumbrances affecting the title of the subject lands.

6.7.2.1.2. Otherwise, the provisions of Section 6.7.1.4 shall apply.

6.7.3. At closing, the City shall provide a standard seller's affidavit so the title company may provide GlassHouse with standard "gap" coverage in the custom as established by title insurance practices in Florida.

6.7.4. Subsequent to closing, the title company, at GlassHouse's expense, shall provide an owner's title policy showing good and marketable title in GlassHouse through the date of recording the special warranty deed and subject only to the permitted exceptions and any matters created at closing.

6.7.5. The Closing of each Parcel shall be thirty (30) days after the later of: (a) the date that the City advises GlassHouse that it elects not to cure the title defects or the expiration of the time frame for the City to cure the defects (if it elects to do so); or (b) the time for closing expressly set forth in the Agreement.

7. **Representations and Warranties of the City and the CRA.** The City and the CRA hereby represent and warrant the following:

7.1. This Agreement and each document contemplated hereby to which the City and the CRA will be a party has been duly authorized and will be executed and delivered by the City and the CRA and neither their execution and delivery, nor compliance with the terms and provisions of this Agreement: (i) require the approval and consent of any other party, except as have been obtained or as are specifically noted herein, (ii) contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding upon the City or the CRA, or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance on the City or the CRA.

7.2. This Agreement and each document contemplated hereby to which the City and the CRA will be a party, will constitute a legal, valid and binding obligation of the City or the CRA enforceable against the City or CRA in accordance with the terms thereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

7.3. To the knowledge of the City and the CRA, there is no suit, litigation or action pending or threatened against the City or the CRA which questions the validity of this

Agreement or any document contemplated hereunder or challenges the power or any approvals of the City or the CRA to authorize the execution and delivery of same.

7.4. The City and the CRA shall use their best efforts to timely fulfill all of the conditions and obligations expressed in this Agreement which are within the control of the City or the CRA and shall act so as not to unreasonably delay the completion of the Projects.

7.5. The City and the CRA shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City and the CRA.

7.6. The City shall assist GlassHouse in accomplishing the development of the Projects in accordance with this Agreement and the plans for the Projects, and will not violate any applicable laws, ordinances, rules, regulations, orders, contracts, or agreements, or approve or enter into any agreement that will result in this Agreement or any part hereof, or any other instrument contemplated hereby, to be in violation thereof.

7.7. The City and the CRA shall discharge, vacate, or release any lien, encumbrance, easement, right-of-way or other property interest the City or the CRA has or owns on or in the Property and, as applicable, the Option Parcel (other than those arising under this Agreement) on or before the closing of the conveyance of the Property and, as applicable, the Option Parcel to GlassHouse.

7.8. The City and the CRA represent that the Property and the Option Parcel are not on any "Superfund" list under any applicable environmental law, nor is the Property or the Option Parcel currently subject to any lien related to any environmental matter. Except as specifically set forth herein, the City and the CRA make no other representations or warranties, expressed or implied, concerning the environmental condition of the Property or the Option Parcel.

7.9. Seller is and, as of the Closing Date and the closing date for the Option Parcel, will be:

7.9.1. In possession of the Property and, as applicable, the Option Parcel, free of any tenants and rights of third-parties.

7.9.2. The Owner of fee simple legal and beneficial title to the Property and, as applicable, the Option Parcel.

8. **Representations and Warranties of GlassHouse.** GlassHouse hereby represents and warrants the following:

8.1. GlassHouse is a validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business, to own and hold property, to enter into and perform its obligations under this Agreement and consents to service of process on its registered agent in Florida.

8.2. This Agreement and each document to which GlassHouse is or will be a party has been duly authorized and will be executed and delivered by GlassHouse and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on GlassHouse, or (iii) results in any default or results in the creation of any lien on the property or assets of GlassHouse which will have a material adverse effect on its ability to perform its obligations hereunder.

8.3. This Agreement and each document contemplated to which GlassHouse will be a party, will constitute a legal, valid and binding obligation of GlassHouse enforceable against GlassHouse in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

8.4. To the knowledge of GlassHouse, there is no suit, litigation or action pending or threatened against GlassHouse, which questions the validity of this Agreement or which will have a material adverse effect on its ability to perform its obligations hereunder.

8.5. GlassHouse shall use its best efforts to timely fulfill all of the conditions and obligations expressed in this Agreement which are within the control or are the responsibility of GlassHouse.

8.6. During the period the obligations of GlassHouse are in effect, GlassHouse shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of GlassHouse.

8.7. GlassHouse shall use its best efforts to accomplish the development of the Projects in accordance with this Agreement, the Proposal and the Project plans, and will not violate any applicable laws, ordinances, rules, regulations or orders in its efforts to do so.

8.8. GlassHouse has or will use its best efforts to obtain all state and local permits or other governmental authorizations and approvals required by law in order to proceed with the development of the Projects, subject to the fee waivers contemplated or permitted herein, if any.

8.9. GlassHouse shall not take any action or omit to take any action which would knowingly and intentionally cause the taxable value of the Property or, as applicable, the Option Parcel to diminish (other than the right as provided by law to petition the Value Adjustment Board or to otherwise challenge the valuation assigned to the Property or, as applicable, the Option Parcel by the Volusia County Property Appraiser).

8.10. GlassHouse shall promptly notify the City Manager in writing of any actual or reasonably anticipated delays in the construction of the Projects.

9. Default

9.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth below.

9.2. Notice and Opportunity to Cure.

9.2.1. Prior to declaring a default hereunder, other than with regard to the situations specifically enumerated in Sections 3.2.1, 3.4.1, 5.2.6, 5.9 and 6.4, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter diligently undertakes and pursues such cure to completion.

9.2.2. Further provided, however, that no prior notice or opportunity to cure needs to be provided in the event the defaulting party has previously breached a provision of this Agreement, and thereafter breaches the same provision.

9.3. Remedies. If a default occurs, the non-defaulting party may terminate this Agreement as to any portion of the Property or Option Parcel that have not yet been conveyed, institute an action to compel specific performance or seek other equitable relief, or suspend its own performance hereunder, or pursue any other remedy available at law or equity other than a suit for damages. In the event that the City shall fail to convey the Property or Option Parcel pursuant to this Agreement, and GlassHouse shall not otherwise be in material and substantial default of this Agreement, then GlassHouse shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure its default. If the City shall fail to cure such default within the thirty (30) day time period, then GlassHouse shall be entitled to bring an action for declaratory relief, specific performance or other equitable relief as allowed by law as against a governmental entity or, notwithstanding the other provisions of this Section, terminate this Agreement and recover all reasonable fees and costs incurred in the performance of its obligations set forth in Sections 3 and 4 within thirty (30) days of written termination of this Agreement by GlassHouse as its sole remedy. The specified rights and remedies to which the City and GlassHouse are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which the City or GlassHouse may have, including specific performance. The foregoing notwithstanding, under no circumstances will the City or GlassHouse be liable for consequential damages, including lost profits, the right to such damages being expressly waived.

9.4. No Waiver. The failure by the City, the CRA or GlassHouse to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that the City, the CRA or GlassHouse may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

9.5. Effect of Termination. In the event that a party terminates this Agreement under this Section 9 or any other provision of this Agreement, such termination shall not affect the obligations of the parties as to Projects the land for which has been conveyed by the City to GlassHouse.

10. **Agreement to Run with Land.** This Agreement shall run with the Property and, as applicable, the Option Parcel and any portion thereof.

10.1. This Agreement, and any amendments hereto, shall be binding and inure to the benefit of, and be enforceable by, the City, the CRA and GlassHouse, and the heirs, successors and assigns of the foregoing.

10.2. In the event of a conveyance of any portion of the Property or the Option Parcel, this Agreement may be amended by the owner of one portion thereof without the necessity of joinder or consent of other owner(s) provided that the amendment does not amend the rights or obligations of such other owner(s). This Section supplements Section 15.4 and 15.5 of this Agreement.

11. **Survival.** Notwithstanding the termination of this Agreement or the prior performance by the parties hereunder, Sections 16 through 37 of this Agreement, as well as those provisions set forth in Section 3 of this Agreement, shall survive and remain effective.

12. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; declaration of a state of emergency by an applicable jurisdiction; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If such party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

13. **Insurance.**

13.1. In addition to the insurance required by Section 3.4.2, GlassHouse agrees to maintain during development or construction of any Project the following insurance policies:

13.1.1. Builder's Risk Insurance Policy for physical damage or loss, as a result of fire, flood, and other hazards or risks customarily insured against in DeLand, FL.

13.1.2. Comprehensive General Liability Coverage of at least one million ($1,000,000.00) dollars per occurrence, two million ($2,000,000.00) dollars annual aggregate.

13.1.3. Workers' Compensation Coverage as required by the laws of the State of Florida.

13.2. Prior to commencement of construction, and within ten (10) days of the City's request thereafter, GlassHouse shall furnish to the City proof of compliance with these insurance provisions.

13.3. All insurance policies required by this Agreement shall provide such policies or agreements cannot be substantially modified or canceled until after at least one (1) month prior written notice has been given to the City.

14. **Notice.**

14.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

14.1.1. For the City and CRA: Community Development Director, City of DeLand, 120 South Florida Ave., DeLand, FL 32720.

14.1.2. For GlassHouse: 801 E International Speedway Blvd., DeLand, FL 32724, Attn: Michael Prelec, Jr., with a copy to F.A. (Alex) Ford, Jr., Landis Graham French PA, 145 East Rich Avenue, Suite C, DeLand, FL 32724.

14.2. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; or (c) the date upon which notice is designated by the postal authorities as not delivered. Notwithstanding the foregoing, service by personal delivery delivered after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

14.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

14.4. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

15. **Assignment.**

15.1. Assignment.

15.1.1. GlassHouse shall be entitled to assign its rights and obligations under this Agreement as to one or more Projects to a parent, subsidiary, or affiliated entity in which GlassHouse or its members are the management authority and are members or interest holders, including but not limited to, a single-asset entity or joint venture entity. The foregoing or any other provision of this Agreement, GlassHouse shall not be entitled to assign its obligation to maintain its Headquarters on the Property in order to receive the payments provided for in Section 5.11.

15.1.2. Other than as provided for in Section 15.1.1, any assignment of GlassHouse's rights and obligations as to one or more Projects which is made prior to Completion of such Project shall require the consent of the City, which may be withheld or conditioned by the City in its sole discretion.

15.1.3. Otherwise, GlassHouse shall be entitled to assign its rights and obligations under this Agreement as to one or more Projects.

15.2. GlassHouse shall provide notice of a permitted assignment to the City prior to or simultaneously with making the assignment. The notice of assignment shall provide all information to the City sufficient for the City to verify that the assignment is a permitted assignment under Section 15.1 and the assignee's address for the purposes of notice under Section 14 of this Agreement. Upon the City's confirmation that the assignment is a permitted assignment, the City Manager shall execute a document acknowledging the City's acceptance of such assignment.

15.3. Upon any assignment, the rights and obligations contained herein shall be binding on successors in interest to the affected portion of the Property and, as applicable, the Option Parcel, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

15.4. In the event of an assignment hereunder:

15.4.1. The assignee will have all rights and obligations of GlassHouse as to the Project that is the subject of the assignment.

15.4.2. The assignee shall be entitled to amend or terminate the provisions of this Agreement that concern the assigned Project without the necessity of joinder or consent of GlassHouse or any assignee of any other Project, provided that no such amendment or termination shall amend the rights or obligations of GlassHouse, or concerning any other Project or other portion of the Property or Option Parcel, without joinder or consent of the affected party.

15.5. By executing this Agreement, GlassHouse agrees, and by accepting any assignment, each assignee agrees, the foregoing provisions of this Section concerning the ability of an assignee to amend or terminate this Agreement as to the Project assigned to the assignee.

16. **Amendment.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

17. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit the City's police powers in the exercise of zoning or land development decisions or other governmental action associated with the proposed redevelopment of the Property or the Option Parcel, as applicable, or any development order associated therewith.

18. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

19. **Resolving any Invalidity.** The City, the CRA and GlassHouse hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for GlassHouse undertaking the Projects.

20. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

22. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the City, the CRA and GlassHouse, or any of them. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.

23. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City, the CRA or GlassHouse in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of GlassHouse, the City or the CRA hereunder.

24. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of or concerns or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Volusia County, Florida.

25. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

26. **Recording.** Except as expressly provided for herein, neither this Agreement nor any memoranda hereof, shall be recorded in the Public Records of Volusia County, Florida.

27. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

28. **Language.** Whenever used in this Agreement: the singular form of a term or phrase shall include the plural and the plural of a term or phrase number shall include the singular, and the use of any gender shall include all genders where the context permits; references to Sections shall include all subsections (and other divisions) thereunder; the word "or" may be read "and," if the context permits or requires it; and the words "include," "includes," "including" shall be deemed to be followed by the phrase "without limitation."

29. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement; or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement; then the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable

as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

31. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

32. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

33. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.

34. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

35. **No Third Party Beneficiaries.** No person or entity other than GlassHouse, the City and the CRA and their respective assigns are intended beneficiaries of this Agreement, and no person or entity other than them shall have any right to enforce the terms of this Agreement or claim any benefit of this Agreement.

36. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

37. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties with the exception of those specific provisions of a PD Agreement which, to the extent of conflict herewith, shall control over this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THEREFORE, the parties have executed this Agreement on the Effective Date set forth above.

Signed, sealed and delivered in the presence of:

Vickie Belanger
Witness 1

Vickie Belanger
Print Name of Witness 1

Witness 2

Teri Byrnes
Print Name of Witness 2

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

By: _____
Robert F. Apgar, Mayor

Attest:

By: Julie A. Hennessy
Julie A. Hennessy
City Clerk-Auditor

Date: 7.9.2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of July, 2020 by ROBERT F. APGAR, Mayor and JULIE A. HENNESSY, City Clerk-Auditor, respectively, of the City of DELAND, Florida, a chartered municipal corporation, on behalf of the City, who are personally known to me or who have produced _____ as identification.

Julie A. Hewitt
Notary Public
Commission No.: GG908791

JULIA M. HEWITT
MY COMMISSION EXPIRES DECEMBER 29, 2023
#GG 908791
Notary Public Underwriters
Bonded thru
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Signed, sealed and delivered in the presence of:

THE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND, FLORIDA, organized under Chapter 163, Part III, Florida Statutes

Vickie Belanger
Witness 1

By: _____
Robert F. Apgar, Chair

Vickie Belanger
Print Name of Witness 1

Attest:

_____
Witness 2

By: Julie A. Hennessy
Julie A. Hennessy
City Clerk-Auditor

Teri Byrnes
Print Name of Witness 2

Date: 7.9.2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of July, 2020 by ROBERT F. APGAR, Chair of the Community Redevelopment Agency of the City of DeLand organized under Chapter 163, part III, Florida Statutes, on behalf of the Agency, who is personally known to me or who has produced _____ as identification.

JULIA M. HEWITT MY COMMISSION EXPIRES DECEMBER 29, 2023 #GG 908791 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public
Commission No.: GG908791

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Signed, sealed and delivered in the presence of:

GLASSHOUSE SQUARE, LLC, a Florida limited liability company

Witness 1

By: _____ Jr
Managing Member

Tasheldan Starke
Print Name of Witness 1

Date: 7/6/20

Witness 2

Kristen Sparks
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of July, 2020 by Michael L Poelec, a Florida resident, as managing member of GlassHouse Square, LLC, who is personally known to me or who has produced FLDL P642-552-82-166-0 as identification.

DUSTIN KALMBACH
MY COMMISSION #GG283115
EXPIRES: DEC 11, 2022
Bonded through 1st State Insurance

Notary Public
Commission No.: GG283115

EXHIBIT A

(Legal Description for the Property)

That portion of Lot 3, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", page 701, Public Records of Volusia County, Florida, lying West of the Westerly line of Miller Hardware Company's Re-subdivision Map Book 5, Page 156 of aforesaid Public Records, Less any portion lying within the Rights of Way of New York Avenue, a 66 foot wide R/W, and Georgia Avenue (F.K.A. Short Street). Together with that portion of Lot 4, Block 3, Howry's Addition to DeLand, as recorded in Deed Book "G", page 701, Public Records of Volusia County, Florida, lying East of the following described line; Beginning at a point on the South line of West New York Avenue, as now laid out 66 feet wide, said point being 191.9 feet East of the center line of S. Florida Avenue, said point also being 57 feet East of the established and recognized Northwest corner of said Lot 4, Block 3, Howry's Addition to DeLand, thence South at right angles to West New York Avenue 274.7 feet, more or less, to a point on the North side of Shore Street sometimes called Georgia Avenue, which point is 184.45 feet East of the center line of S. Florida Avenue, and 57 feet East of the Southwest corner of said Lot 4, Block 3, Howry's Addition as established and recognized and marked by an iron pipe.

Property Appraiser's Tax Parcel No. 7016-01-03-0030

EXHIBIT B

(Legal Description for the Option Parcel)

The Northeast ¼ of Lot 7, Block 3 and the West ½ of Lot 7 except the South 157.7 feet, Block 3, Map of Howery's addition to DeLand, Deed Book "G", Page 701, Public Records of Volusia County, Florida.

Property Appraiser's Tax Parcel No. 7016-01-03-0070

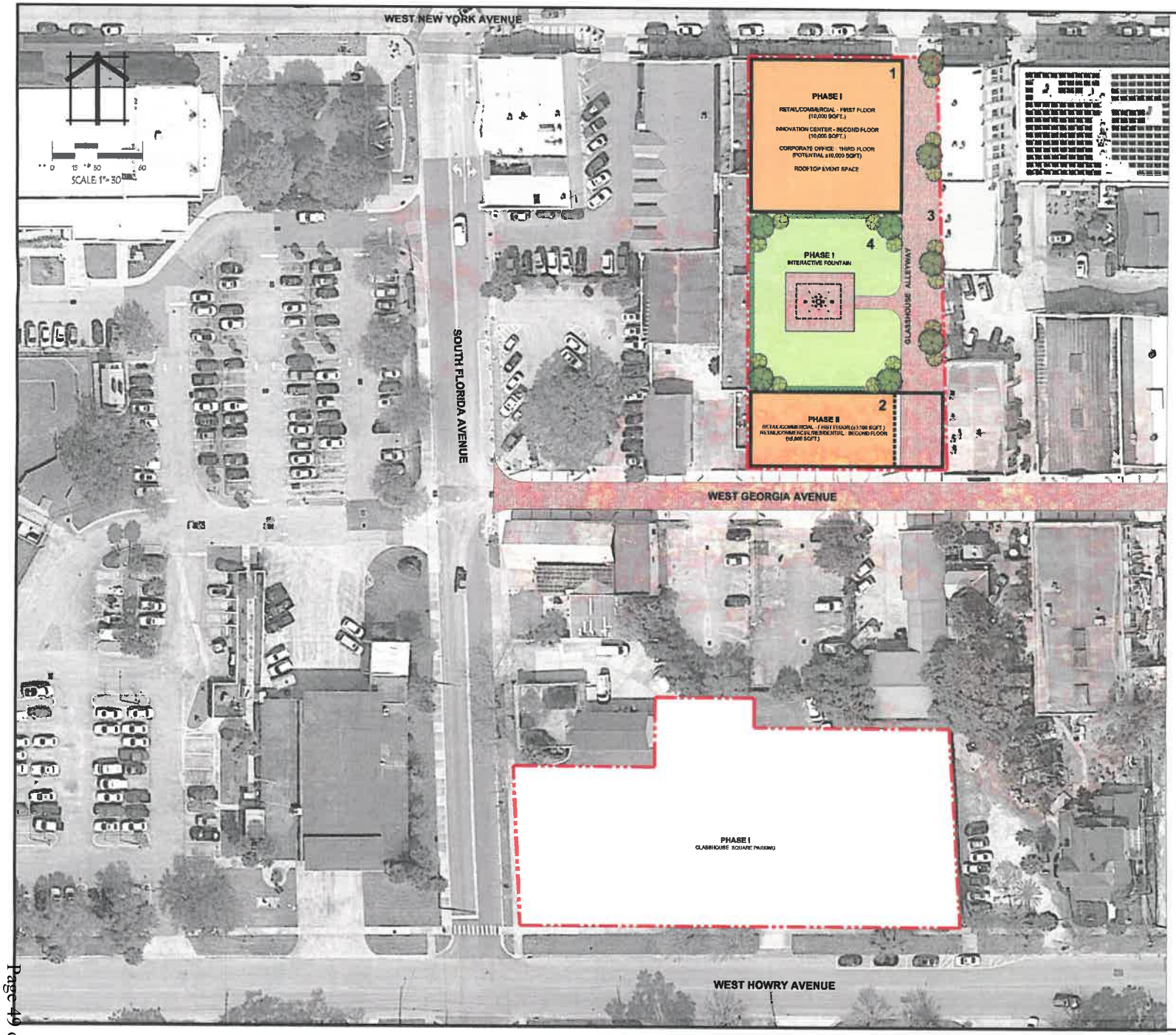


EXHIBIT C

No. 1 (Phase I)
BUILDING No. 1 (±30,000 SQFT)
- RETAIL/COMMERCIAL - FIRST FLOOR (10,000 SQFT.)
- INNOVATION CENTER - SECOND FLOOR (10,000 SQFT.)
- CORPORATE OFFICE - THIRD FLOOR (POTENTIAL ±10,000 SQFT)
- ROOFTOP EVENT SPACE

No. 2 (Phase II)
BUILDING No. 2 (±8,500 SQFT)
- RETAIL/COMMERCIAL - FIRST FLOOR (±3,500 SQFT.)
- RETAIL/COMMERCIAL/RESIDENTIAL - SECOND FLOOR (±5,000 SQFT.)

No. 3 (Phase I)
GLASSHOUSE ALLEYWAY
- PEDESTRIAN CONNECTION BETWEEN WEST GEORGIA AVENUE AND WEST NEW YORK AVENUE

No. 4 (Phase I)
AMENITY AREA
- INTERACTIVE FOUNTAIN
- VENDORS

PRELIMINARY SITE PLAN AND PARKING

GLASSHOUSE SQUARE

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Quarterly Financial Report for the Period Ending September 30, 2021.

DEPARTMENT: Finance

PREPARED BY: Dan Stauffer, Finance Director

ATTACHMENTS: Quarterly Financial Report 09-30-21

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

Attached is a copyof the City's Quarterly Financial Report for the period ending September 30, 2021. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The Quarterly Financial Report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This Quarterly Financial Report covers twelve (12) months of the fiscal year, a representation of one hundred percent (100%) of the year. A brief presentation will be made regarding the financial position of each of the major funds of the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Commission acknowledge acceptance of the Quarterly Financial Report as presented.

BACKGROUND/DISCUSSION:

General Fund - Revenues of the General Fund are $36,464,620 as of September 30, 2021 and represent 102% of total revenues budgeted this fiscal year. Other Taxes, which include 1st Local Option Gas Taxes, Fire Insurance Premium Taxes and (Police) Casualty Insurance Premium Taxes, are at 135% realization. Operating Grants are at 229%realized due to FEMA funds received this year for Hurricane Dorian and Irma. Storm expenses were recorded in prior fiscal years. Capital Grants include recognized revenue for Coronavirus State and Local Fiscal Recovery Funds received in FY 2021. $2,941,850 was received in FY 2021 with $1.9 million recognized for calculated revenue losses for the 2020 calendar year ad with the remaining $977k recorded in

deferred or unearned revenue. Charges for Services are at 194% realization mainly due to $515,136 of tree replacement revenues received which greatly exceeded budget. Parks and Recreation charges for services are at 92% realized and planning services are at 197% realized.

General Fund expenditures are at 92% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 95%, operating 85%, grants and aid 8%, contingencies 0% and transfers to other funds 93%.

Unassigned Fund Balance -The City will manage its fiscal resources to ensure funding for the operation of the City is not disrupted. A reserve equivalent to two months' operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be $6.410,391, which represents a reserve surplus of $400,145 above the required two-month Undesignated Reserve of $6,010,246 at September 30, 2021.

Confiscated Trust Fund - Confiscated Trust Fund revenues are $7,865 or 262% of the budget. Total expenditures are $96 or 3% of budgeted funds.

Homeless Shelter Fund - Revenues of the Homeless Shelter Fund are $396,853 as of September 30, 2021 and represent 87% of revenues budgeted. Operating revenues are comprised of private donations totaling $220,505. Transfers from the General Fund total $50,000 to cover operating expenses of the new shelter. Volusia County interlocal grant funding of $125,000 was also received this fiscal year. Total expenditures are 423,672 or 88% of budgeted funds as of September 30, 2021. Expenditures include payments to the West Volusia Neighborhood Center for the operation of the shelter.

Spring Hill Community Redevelopment Trust Fund - Revenues realized at September 30, 2021 are $351,873, which represents 90% of the budget. Expenditures are $280,891 or 62% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 100%, operating 84%, grants and aid 5%, contingencies 0%, transfers to other funds 100% and capital outlay 89%.

Governmental Impact Fees Trust Fund - Revenues realized at September 30, 2021 are $2,136,279, which represents 152% of the budget. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new construction. Revenues are budgeted to match expenses and do not reflect planned savings for the year.

Governmental Impact Fees Trust Fund expenditures are $1,505,477 or 89% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are operating 100%, transfers to the General Fund 100%, transfers to Debt Service Fund 100% and transfers to other funds 79%. Budgeted transfers to the Debt Service Fund pay for debt-funded impact projects such as Earl Brown Park, Sperling Sports Complex, City Hall, and Fire Station construction. Budgeted transfers to other funds include replenishing hurricane reserves, park improvements and construction of the new Police Evidence Building.

Downtown Community Redevelopment Trust Fund - Revenues realized at September 30, 2021 are $606,719, which represents 101% of the budget. Downtown Community Redevelopment Trust Fund expenditures are $399,960 or 30% of total budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are operating 58%, grants and aid 3%, contingencies 0%, transfers to other funds 100% and capital outlay 18%. Operating expenses are below budget mainly due to a decrease in contractual services as a result of the cancellation of special events due to COVID-19. Capital outlay is at 18% due to capital projects that have been approved but not started to date.

Grant & Special Revenues Fund - Revenues realized at September 30, 2021 are $1,144,360, which represents 46% of the budget. The Grant & Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants which fund non-payroll operating expenses. As of September 30,

2021, Federal grants are 31% realized and include CDBG funds for ADA right of way improvements, EPA funds for brownfield environmental projects and JAG funds for police security cameras. State grants are 0% realized and include an FDOT grant for Woodland Blvd Lighting Improvements which will carry over to next fiscal year. Local grants are 100% realized and include Volusia County funds for the construction of the Homeless Shelter and ECHO funds for the Sperling Sports Complex improvements.

The Grant & Special Revenues Fund expenditures are $1,697,273 or 69% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are operating 74% and capital outlay 67%. Expenditures in this fund are based on the timing of projects and will not always follow the normal benchmarks for a given quarter.

Debt Service Fund - As of September 30, 2021, $5,033,594 or 100% of the budget was transferred from other funds to cover debt payments for the fiscal year. Debt service expenditures are $5,033,594 or 100% of the budget. Expenditures by department for government related debt payments include general government ($3,301,450), fire ($1,122,314), police ($267,186), public works ($35,382) and parks and recreation ($307,262).

Capital Projects Fund - Revenues for this fund include transfers from other funds and debt proceeds to fund large capital projects. As of September 30, 2021, $2,103,607 or 20% of the budget has been realized with $407,852 from ad valorem taxes, $8,133 from miscellaneous revenues, $1,687,623 transferred from other funds. Capital Projects Fund expenditures are $9,183,953 or 88% of the budgeted funds as of September 30, 2021.

Water & Sewer Fund - Total revenues realized at September 30, 2021 are $25,221,102, representing 102% of the budget for this year, while charges for services at September 30, 2021 are $24,458,720, representing 111% of the budget for this year.

Water & Sewer Fund expenditures are $19,789,684 or 59% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 89%, operating 84%, contingencies 0%, transfers to other funds 99%, capital outlay 235 and services provided by the general government 100%. Contingencies include budgeted savings for future surface water expenses. Capital outlay is at 23% of the budget due to the timing of project-related expenses.

Unrestricted Reserves - The City will manage its fiscal resources to ensure funding for the operation of the City is not disrupted. A reserve equivalent to three month's operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be $7,002,373, which represents a reserve surplus of $2,288,999 above the required three-month Undesignated Reserve of $4,713,374 at September 30, 2021.

Municipal Airport Fund - Revenues realized at September 30, 2021 are $1,880,567, which represents 22% of the budget. Federal and State Grants realized are low compared to budget because grant related projects are either in their very early stages or have not started yet. Municipal Airport Fund expenditures are $1,584,252 or 17% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 93%, operating 51%, transfers to other funds 36%, capital outlay 4% and services provided by the general government 100%. Operating expenses are at 51% of the budget, mostly due to EPA Brownfield professional services, which are 14% expended to date, while capital outlay is only at 4% due to the timing of capital projects planned at the airport.

Refuse Collection Fund - Revenues realized at September 30, 2021 are $4,076,333, which represents 100% of the budget. Refuse Collection Fund expenditures are $4,081,956 or 100% of budgeted funds as of September 30, 2020. Expenditures include the contractual payments made to our solid waste hauler. The Refuse Collection Fund has depleted all reserves as of September 30, 2021.

Stormwater Fund - Revenues realized at September 30, 2021 are $2,000,892, which represents 68% of the budget. A rate study was performed during fiscal year 2020 to determine the necessary stormwater rate adjustment needed over the next five years in order to fund future capital projects. Beginning in fiscal year 2022, stormwater rates will increase 4% annually through fiscal year 2026.

Stormwater Fund expenditures are $1,648,917 or 56% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 86%, operating 80%, contingencies 0%, transfers to other funds 83%, capital outlay 36% and services provided by the general government 100%.

Permits & Inspections Fund - Revenues realized at September 30, 2021 are $2,490,837, which represents 143% of the budget. Permits, fees and special assessments are 136% of the budget while charges for services are 240% of the budget due to continued growth in the City. Permits & Inspections Fund expenditures are $2,170,626 or 70% of budgeted funds as of September 30, 2021. Expenditures by category as a percentage of appropriated funds are personnel 89%, operating 19%, contingencies 0%, transfers to other funds 48%, capital outlay 33% and services provided by the general government 100%. Operating expenses are at 19% of the budget, mainly due to $440,000 budgeted for condemnations that were unspent.

Cash Management - The investments held by the City at September 30, 2021 have a book value of $37,995,000, a par value of $38,000,000 and a market value of $37,791,610. The blended rate of return as of September 30, 2021 was 0.63% with a weighted average maturity for the portfolio of 4.07. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average return on three-month US Treasury Bills was 0.04%, while the average rate on federal funds was 0.08%. As of September 30, 2021, the City has an unrealized loss of $233,390.

At September 30, 2021, 63% of the City's portfolio was in liquid assets (cash and commercial paper). The primary liquid investments include the Wells Fargo Pooled Cash account, money market accounts at Seaside Bank and Seacoast Bank, and a money market account at Morgan Stanley.

MEMORANDUM

December 20, 2021

TO: HONORABLE MAYOR, CITY COMMISSIONERS AND CITY MANAGER

FROM: FINANCE DIRECTOR

SUBJECT: FINANCIAL REPORT, QUARTER ENDING SEPTEMBER 30, 2021

The Financial Report for quarter ending September 30, 2021, for the City of DeLand is submitted herewith. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The quarterly financial report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This quarterly report covers twelve months of the fiscal year, a representation of one hundred percent of the year.

To provide a more comparable and consistent presentation of fund balance reporting, the Governmental Accounting Standards Board Statement Number 54 – *Fund Balance Reporting and Government Fund Type Definitions* (Statement 54) has been implemented. Previously, fund balance for governmental funds was displayed in two broad components – Reserved and Unreserved. GASB 54 established five classifications comprising a hierarchy based primarily on the extent to which the government is bound to honor constraints for which monies can be spent. The classifications are: Non-spendable, Restricted, Committed, Assigned and Unassigned. This presentation only applies to Governmental Funds. The Proprietary Funds are presented in compliance with the GASB 34 balance sheet format: assets equal liabilities plus net assets and net assets will continue to be displayed as Invested in Capital Assets – net of related debt, Restricted and Unrestricted.

Non-spendable Fund Balance includes amounts that cannot be spent because they are either not in a spendable form or contractually must be maintained intact. Inventories, prepaid amounts, property acquired for resale, and the principal of a permanent fund are all examples of this type of classification.

Restricted Fund Balance reflects amounts that have externally or legally imposed constraints on their use. This category naturally would include resources subject to externally imposed restrictions (creditors, grantors, contributors, laws/regulations of other governments, constitutional provisions). It also would normally, but not always, include resources resulting from enabling legislation (i.e., legislation authorizing the raising of resources for a specific purpose).

Committed Fund Balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Commission, the highest level of decision making in the City. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use.

Assigned Fund Balance includes amounts that are constrained by the government's intent, but are neither restricted nor committed. The assignment conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the governmental fund. Intent is not imposed by a formal commission action. Unassigned Fund Balance is the residual classification for the general fund. The General Fund should be the only fund that reports a positive unassigned fund balance, since expenditures associated with other funds are incurred for the specific activity for which the fund is reporting.

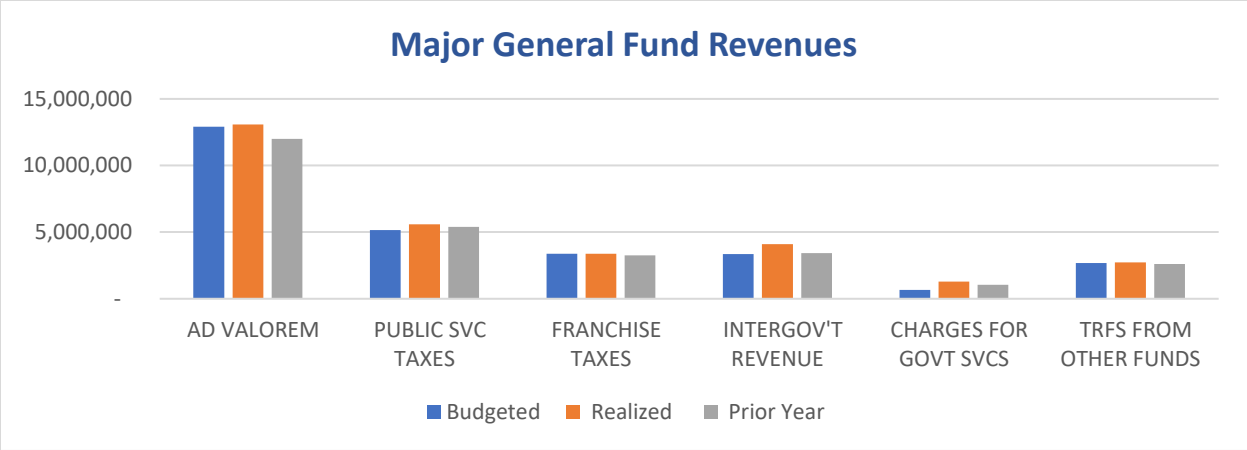
GENERAL FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues of the General Fund are $36,464,620 as of September 30, 2021 and represent 102% of total revenues budgeted this fiscal year. Charges for government services represents allocated administrative costs charged out to other funds for governmental services provided. Transfers from other funds include transfers from the GIFT Fund for repayment of Hurricane Reserves and transfers from the Airport Fund for the repayment of debt.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2021
Fund 001 - GENERAL FUND				
AD VALOREM	12,916,662	13,072,598	101.21	11,992,525
OTHER TAXES	661,947	895,205	135.24	867,208
PUBLIC SERVICE TAXES	5,155,291	5,586,980	108.37	5,398,634
PERMITS. FEES, & SPECIAL ASSESSMENTS	276,734	262,149	94.73	337,910
FRANCHISE TAXES	3,370,007	3,370,811	100.02	3,268,542
OPERATING GRANTS	141,423	324,630	229.55	245,960
CAPITAL GRANTS	16,656	1,981,536	11,896.83	1,236,670
INTERGOVERNMENTAL REVENUE	3,361,046	4,088,398	121.64	3,419,538
TRANSFERS FROM OTHER FUNDS	2,688,607	2,721,243	101.21	2,609,868
CHARGES FOR SERVICES	665,577	1,292,233	194.15	1,049,575
FINES & FORFEITS	85,000	100,854	118.65	81,541
MISCELLANEOUS REVENUES	267,149	431,742	161.61	697,339
INTEREST REVENUES	90,000	238,978	265.53	217,736
RENTAL INCOME	67,926	106,230	156.39	92,722
CHARGES FOR GOVT SERVICES	1,991,032	1,991,032	100.00	1,985,134
	31,755,057	36,464,620	114.83	33,500,904
USE OF RESERVES	3,967,877	-		-
TOTAL REVENUES	35,722,934	36,464,620	102.08	33,500,904

- Other Taxes include 1st Local Option Gas tax at 137% realized this quarter, Fire Insurance Premium tax at 100% realized and Casualty Insurance Premium tax at 173% realized.
- Operating Grants are at 229% realized due to FEMA funds receive this year for Hurricane Dorian and Irma. Storm expenses were recorded in prior fiscal years.
- Capital Grants include recognized revenue for Coronavirus State and Local Fiscal Recovery funds received in FY2021. $2,941,850 was received in FY-2021 with $1.9 million recognized for revenue losses calculated for the year and the remaining $977K recorded as deferred or unrecognized revenue. The revenue loss calculation is preliminary and subject to change prior to the final Annual Comprehensive Financial Report.
- Charges for Services are at 194% realization mainly due to $515,136 of tree replacement revenues received which greatly exceed budget. Parks & Recreation charges for services are at 92% realized and planning services are at 197% realized this quarter.
- Interest Earnings include OPEB investment earnings of $162,434 which are not budgeted.



EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

General Fund expenditures are at 92% of budgeted funds as of September 30, 2021. Expenditures by category as a percent of appropriated funds are personnel 95%, operating 85%, grants and aid 8%, contingencies 0%, and transfers to other funds 93%. Budgeted transfers to other funds include transfers to Homelessness Fund $50,000, transfers to Grants & Special Revenue Fund $304,244, transfers to Debt Service Fund $4,319,925, and transfers to Capital Projects Fund $449,086.

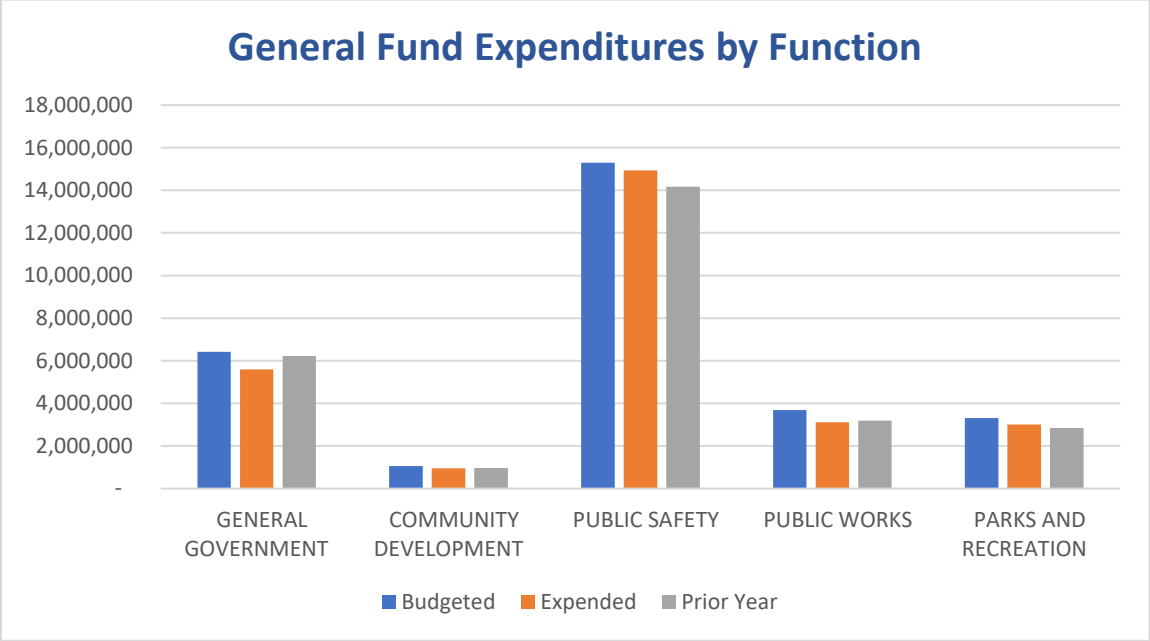
EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 001 - GENERAL FUND				
Net PERSONNEL	22,232,896	21,218,885	95.44	20,670,101
Net OPERATING	7,510,178	6,394,050	85.14	6,717,962
Net GRANTS & AID	30,000	2,500	8.33	13,300
Net CONTINGENCY	465,953	-	0.00	(58)
Net TRANSFERS TO OTHER FUNDS	5,483,907	5,123,256	93.42	2,885,260
Fund 001 - GENERAL FUND: TOTAL EXPEND	35,722,934	32,738,691	91.65	30,286,565

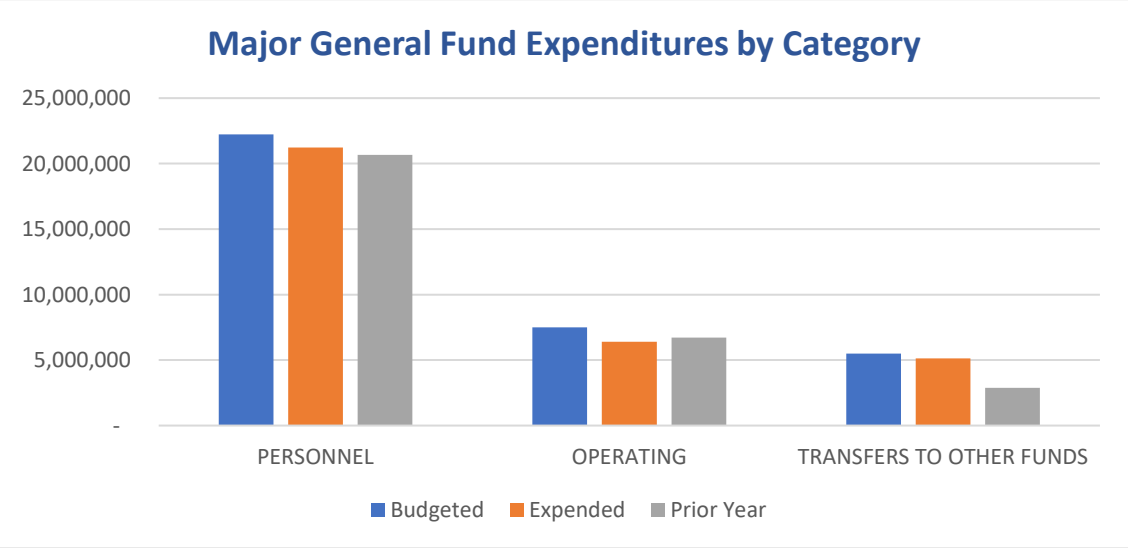
EXPENDITURES BY FUNCTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 001 - GENERAL FUND				
GENERAL GOVERNMENT	6,426,096	5,598,546	87.12	6,224,163
COMMUNITY DEVELOPMENT	1,056,518	953,663	90.26	967,781
PUBLIC SAFETY	15,300,320	14,934,658.97	97.61	14,169,931
PUBLIC WORKS	3,686,008	3,119,282	84.62	3,192,885
PARKS AND RECREATION	3,304,132	3,009,285	91.08	2,846,603
CONTINGENCY	465,953	-	0.00	(58)
TRANSFERS	5,483,907	5,123,256	93.42	2,885,260
Fund 001 - GENERAL FUND: TOTAL EXPEND	35,722,934	32,738,691	91.65	30,286,565

- Contingency budget includes planned savings for the fiscal year for the Hurricane Reserve ($200,000) and Sanborn Center Reserve ($12,500). It also includes other planned contingencies for retirement payouts, labor union agreements and fuel expenses.

- Transfer to Debt Service went up significantly this quarter due to the repayment of Wells Fargo Revenue Notes 2004A & 2004B. The total amount to payoff both notes was $2,567,551.

- All general fund departmental expenditures are within expected budget ranges at the end of the fourth quarter.





GENERAL FUND CAPITAL PROJECTS

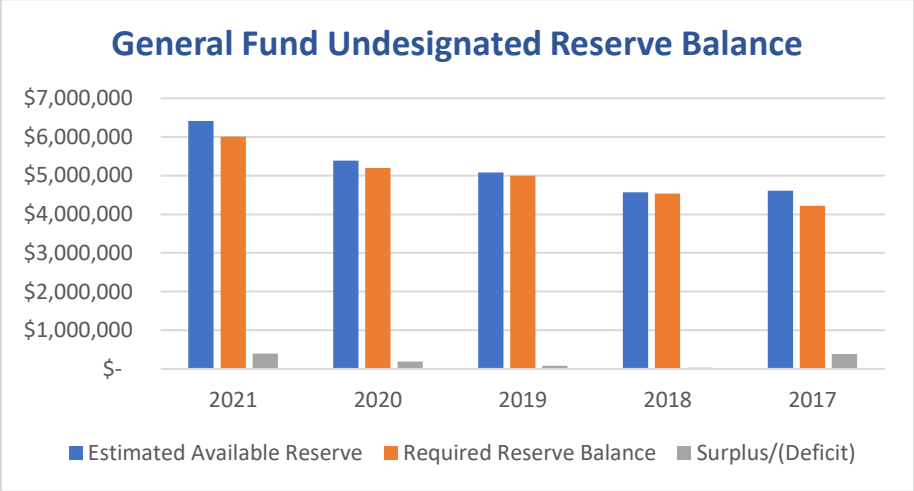
The capital projects for the General Fund are recorded in the Grants & Special Revenues Fund and the Capital Projects Fund which are included in a separate section of this report.

GENERAL FUND RESERVE ANALYSIS

According to City policy, the City will manage its fiscal resources to ensure funding for City operations is not disrupted. A reserve equivalent to two month's operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be $6,410,391 which represents a reserve balance of $400,145 above the two-month required Undesignated Reserve of $6,010,246 at September 30, 2021.

General Fund
Fiscal Year 2021 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	$ 5,386,862	$ 6,410,391	$ 5,386,862	$ 6,410,391
Required 2 Month Undesignated Reserve	5,261,261	5,248,472	5,257,182	6,010,246
Surplus/Deficit	$ 125,601	$ 1,161,919	$ 129,680	$ 400,145



CONFISCATED TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund revenues are at $7,865 or 262% of total revenues budgeted this fiscal year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund operating expenditures are at $96 or 3% of the total budget this fiscal year.

HOMELESS SHELTER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Fund operating revenues are at $396,853 or 87% of total revenues budgeted this fiscal year. Operating revenues are comprised of private donations totaling $220,505 and interest income

of $1,348. Transfers from the general fund total $50,000 or 100% of budgeted funds which will be used towards operations of the facility. Volusia County interlocal grant funding of $125,000 was also received this fiscal year to be used towards the operation of the facility.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Operating Expenditures are at $423,672 or 88% of total expenses budgeted this fiscal year. Expenses include payments to the West Volusia Neighborhood Center for operation of the shelter.

SPRING HILL COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund revenues realized at September 30, 2021 are $351,873 or 90% of budgeted revenues. CRA revenues are comprised of ad valorem taxes, federal, state and local grants, donations from private sources and miscellaneous revenues.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 160 - SPRING HILL CRA FUND				
AD VALOREM	228,980	292,067	127.55	191,278
OPERATING GRANTS	158,458	49,517	31.25	580,225
MISCELLANEOUS REVENUES	1,200	9,493	791.07	4,200
INTEREST REVENUES	-	796	100.00	3,818
TOTAL REVENUES	388,638	351,873	90.54	779,521
USE OF RESERVES	66,554	-		-
TOTAL REVENUES	455,192	351,873	77.30	779,521

- Ad Valorem Property taxes are at 128% realization due to underbudgeting of Volusia County TIF revenues. Revenues from all taxing agencies have been received.

- Operating Grants include CDBG funds totaling $31,218 for personnel expenses and Volusia County funds totaling $18,299 for the Spring Hill Sickle Cell event.

- Miscellaneous revenues include donations of $7,868 for furniture and fixtures for the new Spring Hill Resource Center and other miscellaneous revenue of $1,625.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund expenditures as of September 30, 2021 are $280,891 or 62% of budget. Expenditures by category as a percent of appropriated funds are personnel 99.7%, operating 84%, grants & aid 5%, contingency 0%, transfers to other funds 99.5%, and capital outlay 89%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 160 - SPRING HILL CRA FUND				
Net PERSONNEL	107,740	107,433	99.71	101,695
Net OPERATING	82,362	69,450	84.32	40,798
Net GRANTS & AID	105,779	5,779	5.46	2,500
Net CONTINGENCY	53,726	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	39,031	38,855	99.55	25,571
Net CAPITAL OUTLAY	66,554	59,373	89.21	920,922
Fund 160 - SPRING HILL CRA FUND: TOTAL EXPEND	455,192	280,891	61.71	1,091,485

- Operating expenses are up $27,372 from one year ago mainly due to the Sickle Cell Disease & Trait event that was 100% funded by Volusia County. Accounting & Auditing expenses also increase by $4,000 this year due to new GASB requirements on accounting for CRA's.

- Transfers to Other Funds includes $36,386 transfer to the debt service fund and $2,645 transfer to the capital project fund for shared costs of Information Technology projects.

- Capital Outlay expenses include Furniture, Fixtures and Equipment expenses for the Spring Hill Resource Center.

SPRING HILL COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
SPRING HILL RESOURCE CENTER	66,554	59,373	-	7,181	10.79
	66,554	59,373	-	7,181	10.79

GOVERNMENTAL IMPACT FEES TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund revenues realized at September 30, 2021 are $2,136,279 or 152% of budgeted funds. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new customers. Revenues are budgeted to match expenses and do not reflect planned savings for the fiscal year.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 170 - GIFT FUND				
PERMITS. FEES, & SPECIAL ASSESSMENTS				
IMPACT FEES - POLICE RESIDENTIAL	443,235	454,477	102.54	260,406
IMPACT FEES - FIRE RESIDENTIAL	73,000	220,919	302.63	132,084
IMPACT FEES - POLICE COMMERCIAL	-	21,752	100.00	-
IMPACT FEES - FIRE COMMERCIAL	-	10,157	100.00	-
IMPACT FEES - RECREATION RESIDENTIAL	676,403	1,016,482	150.28	704,226
IMPACT FEES - GEN GOVT RESIDENTIAL	211,000	390,192	184.92	277,993
IMPACT FEES - GEN GOV'T COMMERCIAL	-	19,107	100.00	-
INTEREST REVENUES	-	3,193	100.00	6,867
TOTAL REVENUES	1,403,638	2,136,279	152.20	1,381,575
USE OF RESERVES	281,840	-		-
TOTAL REVENUES	1,685,478	2,136,279	126.75	1,381,575

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund expenses as of September 30, 2021 are $1,505,477 or 89% of budgeted funds.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 170 - GIFT FUND				
Net OPERATING	1,481	1,480	99.96	-
Net TRANSFERS TO OTHER FUNDS:				
TRANSFER TO GENERAL FUND	200,000	200,000	100.00	200,000
TRANSFER TO DEBT SERVICE FUND	622,157	622,157	100.00	565,994
TRANSFER TO CAPITAL PROJECT FUND	861,840	681,840	79.11	
TRANSFER TO GRANTS & SPEC REV	-	-	0.00	192,200
Net CAPITAL OUTLAY	-	-	0.00	55,175
Fund 170 - GIFT FUND: TOTAL EXPEND	1,685,478	1,505,477	89.32	1,013,369

- Budgeted transfers to the Debt Service Fund pay for debt funded impact projects such as Earl Brown Park, Sperling Sports Complex, and construction of City Hall, Fire Station and Police Evidence Building. A report of the Debt Service Fund is included in this report.

- Budgeted transfers to Other Funds include $200,000 to repay hurricane reserves, $681,840 for the construction of the new Police Evidence Building, and $622,157 for the repayment of debt.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund revenues are at $606,719 or 101% of budgeted revenues this quarter. Revenues from all taxing agencies have been received which makes up most of the revenue totals. Charges for Services is 103% realized due to rent collections revenue exceeding budget.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 180 - DOWNTOWN CRA FUND				
AD VALOREM	526,705	529,055	100.45	499,853
CHARGES FOR SERVICES	58,105	60,083	103.40	58,528
MISCELLANEOUS REVENUES	14,604	14,712	100.74	19,167
INTEREST REVENUES	-	2,775	100.00	8,402
RENTAL INCOME	-	94	100.00	-
TOTAL REVENUES	599,414	606,719	101.22	585,950
USE OF RESERVES	718,276	-		-
TOTAL REVENUES	1,317,690	606,719	46.04	585,950

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund expenditures are $399,960 or 30% of total budgeted funds. Expenses by category as a percent of appropriated funds is operating expenses 58%, grants and aid 3%, contingencies 0%, transfers to debt service fund 100%, and capital outlay 18%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 180 - DOWNTOWN CRA FUND				
Net OPERATING	338,821	198,001	58.44	228,596
Net GRANTS & AID	27,500	850	3.09	24,840
Net CONTINGENCY	30,000	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	38,435	38,435	100.00	27,011
Net CAPITAL OUTLAY	882,934	162,674	18.42	600
Fund 180 - DOWNTOWN CRA FUND: TOTAL EXPEND	1,317,690	399,960	30.35	281,047

- Operating expenses are only 58% of budget mainly due to contractual services which are significantly lower than budget. Expenses related to special events have also been impacted by COVID-19 shut downs.
- Contingency represents planned savings to the Downtown Redevelopment Fund this fiscal year.
- Transfers to other funds represents transfers to the debt service fund to cover loan payments for downtown parking improvements.
- Capital Outlay is at 18% due to capital projects that have been approved but not started to date.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
WAYFINDING SIGNS	50,000	23,905	-	26,095	52.19
PARKING LOTS 12, 4, & 5 REHABILITATION	63,930	62,230	-	1,700	2.66
PARKING LOT - 201 W. HOWRY AVE	500,000	1,750	-	498,250	99.65
RICH/CHURCH PARKING LOT	150,000	3,200	-	146,800	97.87
W. VOORHIS AVE STREETSCAPE	28,855	-	28,855	-	0.00
PAINTERS POND PARK DESIGN	10,390	-	10,390	-	0.00
SUNFLOWER PARK DESIGN	8,170	-	8,170	-	0.00
STREET BANNER POLES	71,589	71,589	-	-	0.00
	882,934	162,674	47,415	672,845	76.21

GRANTS & SPECIAL REVENUES FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund revenues realized at September 30, 2021 are $1,144,360 or 46% of total budgeted revenues. The Grants and Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants and other specific revenues that fund non-payroll operating expenses.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 190 - GRANT & SPECIAL REVENUE FUND				
OTHER TAXES	255,331	272,958	106.90	283,807
CAPITAL GRANTS	1,255,946	565,923	45.06	1,100,643
TRANSFERS FROM OTHER FUNDS	304,324	304,244	99.97	572,688
INTEREST REVENUES	-	1,234	100.00	10,616
TOTAL REVENUES	2,465,603	1,144,360	46.41	1,967,754
USE OF RESERVES	650,002	-		-
TOTAL REVENUES	2,465,603	1,144,360	46.41	1,967,754

- Transfers from other funds includes 1% of pilot or $224,244 budgeted for repaving expenses and $80,000 from the general fund for Improvements to the Sperling Sports Complex which are not covered by ECHO grant funds.

- Federal grant revenue is 31% realized this period. Grant revenues are billed quarterly based on progress of grant funded projects and will be collected in a subsequent period. The federal grant projects budgeted this year include CDBG funds for ADA Right of Way Improvements, EPA funds for the Brownfield Environmental projects, and JAG funds for security cameras at the police department.

- State grant revenue is 0% realized this period. State grant projects budgeted this year include an FDOT grant for Woodland Blvd Lighting Improvements which will carry over to next fiscal year.

- Local grant revenue is 100% realized this period. Local grant projects budgeted this year include the Volusia County interlocal agreement for construction of the Homeless Shelter which has been completed and ECHO grant funds for the Sperling Sports Complex improvements which was completed this quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund expenditures as of September 30, 2021 are $1,697,273 or 69% of total budgeted funds. Expenditures by category as a percent of appropriated funds are operating expenses 74% and capital outlay 67% of budget. Expenditures in this fund are based on timing of projects and will not always follow the normal benchmarks for a given quarter.

GRANTS & SPECIAL REVENUES FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
HOMELESS SHELTER	14,025	12,734	-	1,291	9.20
GENERATOR - HOMELESS SHELTER	180,000	113,359	-	66,641	37.02
ROW ADA IMPROV (2020 CDBG)	116,438	26,754	-	89,684	77.02
ROW ADA IMPROV (2021 CDBG)	189,594	-	-	189,594	100.00
WOODLAND BLVD LIGHTING IMPROVEMENTS	225,000	75	40,020	184,905	82.18
SPERLING SPORTS COMPLEX - ECHO	1,016,139	1,006,433	-	9,706	0.96
	1,741,196	1,159,356	40,020	541,820	31.12

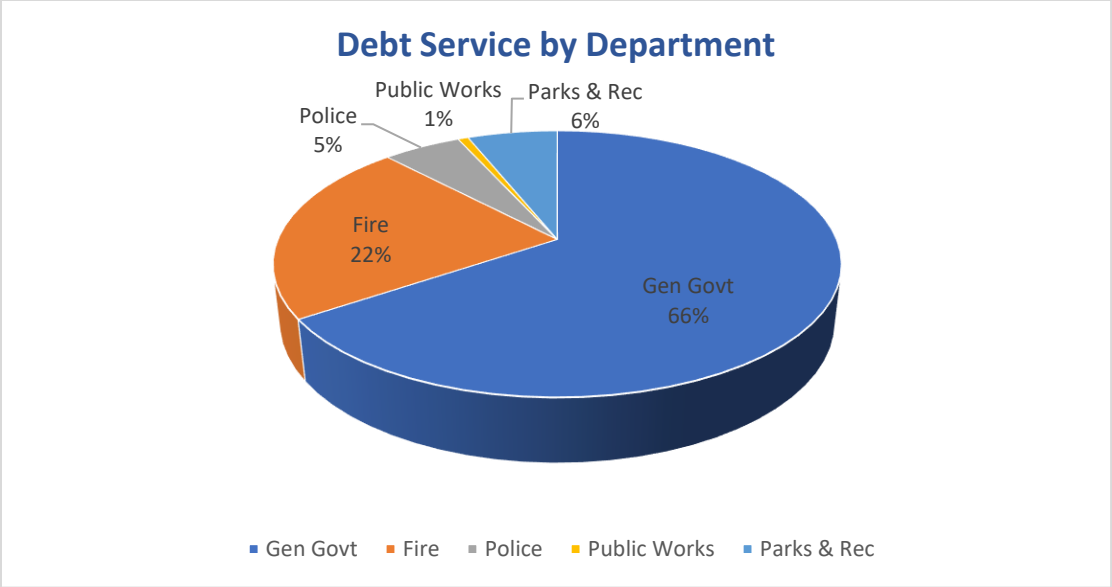
DEBT SERVICE FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Debt Service Fund consists of transfers from other funds which are used to pay debt payments for the current fiscal year. As of September 30, 2021, $5,033,594 or 100% of budget was transferred from other funds to cover debt payments made by the end of the fourth quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Debt Service Fund expenditures are $5,033,594 or 100% of budgeted funds at the end of the fourth quarter. Expenditures by department for governmental related debt payments include general government ($3,301,450), Fire ($1,122,314), Police ($267,186), Public Works ($35,382), and Parks and Recreation ($307,262). Timing of debt payments are based on predetermined amortization schedules and will vary from quarterly benchmarks throughout the year.



Annual Debt Service Schedule – FY 2021

Debt Instrument	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due @ 9/30/21
2004A Revenue Note Wells Fargo ($8.5M)	2,609,369	91,265	2,700,634	-
2004B Revenue Note Wells Fargo ($1.5M)	523,486	18,118	541,603	-
2013A Note BB&T - EB Park	119,574	60,269	179,843	1,703,783
2013B Note BB&T - EB Park	45,267	22,816	68,082	644,990
2018A Revenue Note BB&T - Non-taxable	365,162	97,646	462,808	2,816,180
2018B Revenue Note BB&T - Taxable	59,119	39,441	98,560	929,523
2019 Revenue Note - Chase Bank	582,983	155,257	738,240	8,983,669
	4,304,959	484,811	4,789,770	15,078,144

Capital Leases	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2020 Truist Bank Lease - Ladder Truck	185,288	18,939	204,227	1,167,494
2020 Printer/Copiers - DEX Imaging	39,597	-	39,597	161,713
	224,886	18,939	243,825	1,329,207
Total Capital Debt	4,529,845	503,750	5,033,594	16,407,351

CAPITAL PROJECTS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Capital Projects Fund include transfers from other funds and the dedicated .2 mills of ad valorem revenue that was budgeted for FY-2021. Revenues by category are Ad valorem taxes 104%, transfers from other funds 66%, and interest revenue 100%.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 300 - CAPITAL PROJECTS FUND				
AD VALOREM	391,446	407,852	104.19	372,029
TRANSFERS FROM OTHER FUNDS	2,566,476	1,687,623	65.76	1,861,265
INTEREST REVENUES	-	8,133	100.00	51,174
DEBT PROCEEDS	-	-	0.00	1,560,692
TOTAL REVENUES	2,957,922	2,103,607	71.12	3,845,160
USE OF RESERVES	7,493,455	-		-
TOTAL REVENUES	10,451,377	2,103,607	20.13	3,845,160

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Capital fund expenditures for the fourth quarter total $9,183,953 or 88% of budgeted expenses. All expenses in this fund are for capital projects which are detailed in the section below.

CAPITAL PROJECTS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
CHILLERS - WIRELESS CONNECTION	7,935	7,935	-	-	0.00
REPLACE ERP SYSTEM	682,938	543,207	28,775	110,956	16.25
VIRTUAL DESKTOP INFRASTRUCTURE	2,247	-	-	2,247	100.00
RECORD MGMT PLAN SERVICES	36,750	-	-	36,750	100.00
ADA/ERP/PHONE	9,888	-	-	9,888	100.00
UPGRADE ACCESS DOOR	6,841	6,841	-	(0)	(0.01)
PANASONIC ARBITRATOR SYSTEM	19,900	-	-	19,900	100.00
ACCELA PLATFORM ENHANCEMENTS	177,000	75,938	17,298	83,765	47.32
BACKUP REPOSITORY	25,275	25,275	-	-	0.00
CLOSED CAPTIONING	15,000	-	-	15,000	100.00
FIREHOUSE INSPECTOR	12,600	-	8,939	3,661	29.06
FUEL MASTER	26,610	26,312	-	298	1.12
NEPTUNE (401)	23,000	22,674	-	326	1.42
AGENDA MANAGEMENT SOFTWARE	-	-	8,952	(8,952)	100.00
WW POLE BARN CAMERAS (401)	10,760	-	10,759	1	0.01
SANBORN CENTER AVI	11,111	-	-	11,111	100.00
UPGRADE COMMISSION AUDIO VISUA	11,653	11,653	-	-	0.00
CUSTOMER SERVICE PAYMENT KIOSK	101,560	4,208	-	97,352	95.86
PLANAR 86 (401)	12,100	10,608	-	1,492	12.33
PLANAR FOR NEW FIRE STATION	13,627	12,550	-	1,077	7.91
2011 CHEVY VOLT, 117-5406	24,647	24,647	-	-	0.00
NEW FIRE STATION {81}	5,461,069	5,169,524	291,545	1	0.00
REPLACE VEHICLE 122-5179	5,619	5,619	-	-	0.00
2005 PIERCE ENFORCER 122-5022	934,505	934,505	-	0	0.00
2001 CHEVY TAHOE, 122-4758	39,689	37,074	-	2,615	6.59
2006 CHEVY SILVERADO, 122-5088	39,690	37,074	-	2,616	6.59
SCBA EQUIPMENT	249,986	249,986	-	0	0.00
FIRE STATION #81 FFE	73,752	-	-	73,752	100.00

CAPITAL PROJECTS FUND CAPITAL PROJECTS (CONT.)

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
NEW EVIDENCE BUILDING	1,538,710	1,378,156	160,380	174	0.01
2ND FLOOR STORAGE ROOM CONVER	27,000	20,541	-	6,459	23.92
2007 CHEVY IMPALA 127-5102	19,495	19,490	-	5	0.03
2008 FORD CROWN VIC 127-5740	62,313	62,311	-	2	0.00
2009 TOYOTA CAMRY 127-5249	28,189	28,189	-	0	0.00
2009 TOYOTA CAMRY 127-5250	28,977	28,976	-	1	0.00
2009 TOYOTA CAMRY 127-5248	21,145	21,145	-	0	0.00
2009 TOYOTA CAMRY 127-5269	19,490	19,490	-	0	0.00
2013 FORD EXPLORER 127-5439	21,095	20,926	-	169	0.80
2013 FORD EXPLORER 127-5440	63,131	62,311	-	820	1.30
DOOR ACCESS CONTROL SYSTEM	84,752	76,188	8,564	1	0.00
2006 FORD RANGER 131-5063	24,647	24,647	-	-	0.00
HYDRAULIC TRUCK POST PULLER	6,650	-	-	6,650	100.00
REPLACE 123S WORK TABLE/ROLLER	18,970	14,750	-	4,220	22.25
REPLACE MOWER 132-5512	9,400	-	8,304	1,096	11.65
NEW 2019 VERMEER BRUSH CHIPPER	46,649	42,366	-	4,283	9.18
NEW KUBOTA GATOR	11,499	8,973	-	2,526	21.97
NEW PROPAGATION GREENHOUSE	26,636	-	-	26,636	100.00
TRAILER - REPLACE UBTL006	6,575	6,575	-	-	0.00
GROUNDSAW E-Z TRENCH	5,666	5,666	-	0	0.01
REPLACE FUEL PUMP - STATION 82	7,887	7,886	-	1	0.01
ES HEAVY DUTY DIAGNOSTIC SCANNER	8,295	8,295	-	-	0.00
RENOVATE SPERLING SPORT COMPLE	15,063	15,063	-	-	0.00
SPERLING (3) SOFTBALL FENCING	31,500	31,500	-	-	0.00
RESURFACE SHUFFLEBOARD COURTS	26,155	26,155	-	-	0.00
2007 GATOR 4X4 UTV 143-0018	8,345	8,345	-	-	0.00
2002 FORD CREW CAB 143-4908	46,346	40,380	-	5,966	12.87
STADIUM SEATS - MELCHING FIELD	12,750	-	-	12,750	100.00
	10,263,082	9,183,953	543,515	535,614	5.22

WATER & SEWER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

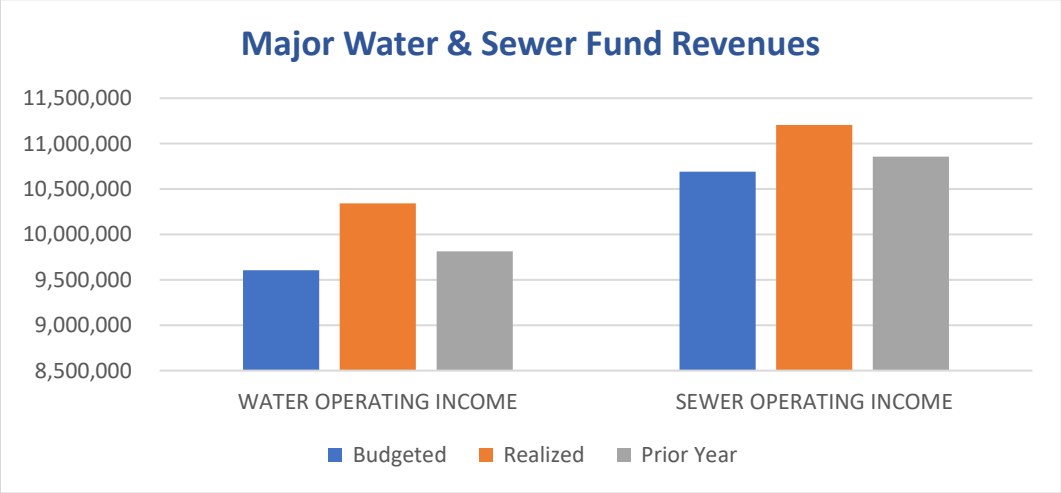
Water & Sewer revenues as of September 30, 2021 are $25,221,102 or 102% of budget for the year. Revenue by category as a percent of budget realized is charges for services 111%, miscellaneous revenues 5%, interest revenues 83%, charges for governmental services 100% and capital grant revenues 28%. Water sales are 108% realized at $10,340,605 and sewer sales are 105% realized at $11,206,033.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 401 - WATER & SEWER FUND				
CAPITAL GRANTS	1,937,164	549,768	28.38	101,135
CHARGES FOR SERVICES	22,127,529	24,458,720	110.54	23,141,700
MISCELLANEOUS REVENUES	412,357	21,455	5.20	392,711
INTEREST REVENUES	143,813	118,281	82.25	362,173
CHARGES FOR GOVT SERVICES	72,949	72,877	99.90	120,798
TOTAL REVENUES	24,693,812	25,221,102	102.14	24,118,517
USE OF RESERVES	12,028,041	-		-
TOTAL REVENUES	36,721,853	25,221,102	68.68	24,118,517

- Charges for services are at 111% realization this quarter which are above the expected range mainly due to Infrastructure fees are which at 2,412% of budget for the fourth quarter.

- Miscellaneous revenues are 5% realized at the end of the fourth quarter mainly due to the unrealized loss on the sale of investments.

- Capital grant revenues are 28% of budget mainly due to the timing of capital projects and reimbursement of expenses incurred.



As of September 30, 2021, there are 24,341 water customers and 16,115 sewer customers billed each month. As reclaim lines are installed, irrigation accounts will decrease while reclaim accounts increase.

Meter Count and Consumption

September 2021

Water Meters:		
	Potable	21,525
	Irrigation	1,518
	Reclaim	1,285
	Hydrant	13
	Total Meters	24,341
Sewer:		
	Sewer	16,115
	Total W & S	40,456

A Water, Wastewater, and Reclaimed Water Rate & Development Fee Study was performed during fiscal year 2021 by Raftelis Financial Consultants to determine the necessary water and sewer rate adjustments needed over the next five years in order to fund future capital projects including alternative water supply projects. Findings from the rate study were presented to the City Commission on 8/16/2021.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water and Sewer Fund expenditures are at $19,789,684 or 59% of budgeted expenses as of September 30, 2021. Expenditures by category as a percent of appropriated funds are personnel 89%, operating 84%, contingency 0%, transfers to other funds 99%, capital outlay 23%, and services provided by general government 100%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 401 - WATER & SEWER FUND				
Net PERSONNEL	8,083,035	7,227,722	89.42	6,964,560
Net OPERATING	6,293,202	5,290,041	84.06	4,739,657
Net TRANSFERS TO OTHER FUNDS	2,884,449	2,866,579	99.38	3,014,127
Net CAPITAL OUTLAY	15,702,053	3,568,895	22.73	3,294,896
Net SERVICES PROVIDED BY GEN GOVT	836,448	836,448	100.00	843,029
	33,799,187	19,789,684	58.55	18,856,269
Net CONTINGENCY	2,922,666	-		-
Fund 401 - WATER & SEWER FUND: TOTAL EXPEND	36,721,853	19,789,684	53.89	18,856,269

- Personnel costs are lower than expected due to the high number of vacancies experienced this fiscal year.

- Contingency includes budget for future surface water expenses which is intentional savings this year.

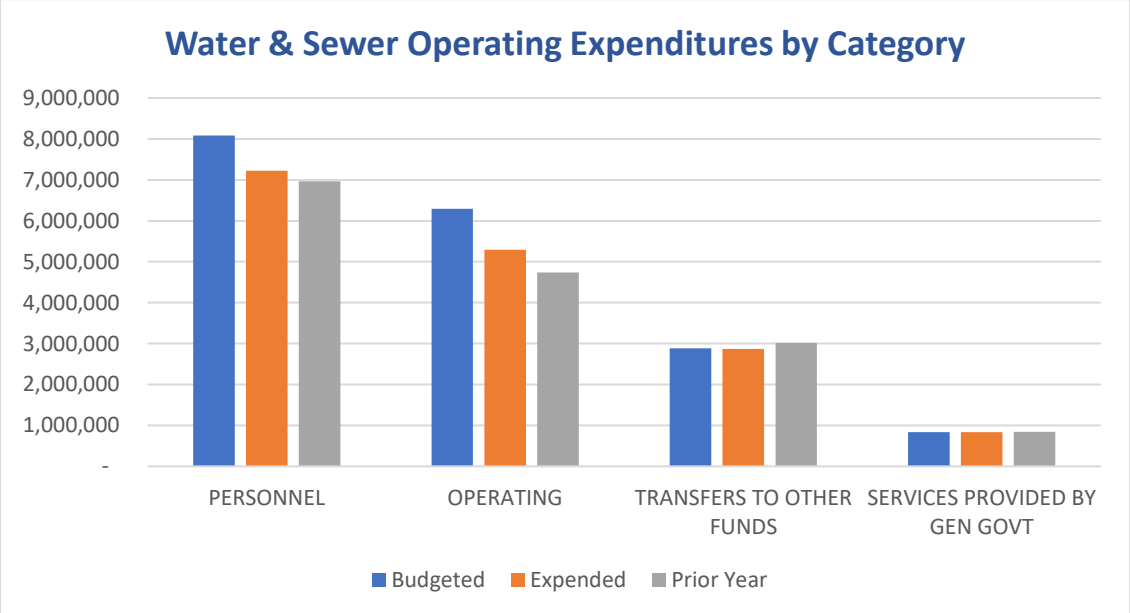
- Capital Outlay is at 23% of budget due to timing of project related expenses.

EXPENDITURES BY DEPARTMENT	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
4201 - UTILITIES ADMIN	4,716,979	4,211,355	89.28	3,445,241
4202 - ENGINEERING	964,691	796,195	82.53	816,048
4203 - WATER PRODUCTION	5,929,850	1,375,942	23.20	1,380,588
4204 - WATER DISTRIBUTION	5,452,088	3,148,245	57.74	3,188,135
4205 - WASTEWATER TREATMENT	8,465,203	3,313,928	39.15	3,102,742
4206 - UTILITIES MAINTENANCE	2,056,127	1,876,843	91.28	2,152,359
4208 - FACILITIES MAINTENANCE	926,099	697,765	75.34	759,442
4209 - CUSTOMER SERVICE	1,509,389	1,292,025	85.60	1,103,389
4210 - WASTEWATER COLLECTION	2,300,303	1,820,230	79.13	1,380,543
9990 - CONTINGENCY	2,922,666	-	0.00	-
9998 - CONTRIBUTIONS	836,448	836,448	100.00	843,029
9999 - TRANSFERS	642,010	420,707	65.53	684,752
TOTAL EXPENDITURES - FUND 401	36,721,853	19,789,684	53.89	18,856,269

- Water Production, Water Distribution, Wastewater Treatment and Wastewater Collection consistently have low percentages realized due to timing of payments for large capital projects.

- Contributions are budgeted annually and are based on an allocation of administrative and other shared operating cost of services provided by other departments to the fund.

- Transfers include transfers to the debt service fund for printer lease payments and transfers to the capital projects fund which are recorded when expenses are incurred. Project expenses often cross several years and will not be fully expensed during one fiscal year.



WATER & SEWER FUND CAPITAL PROJECTS

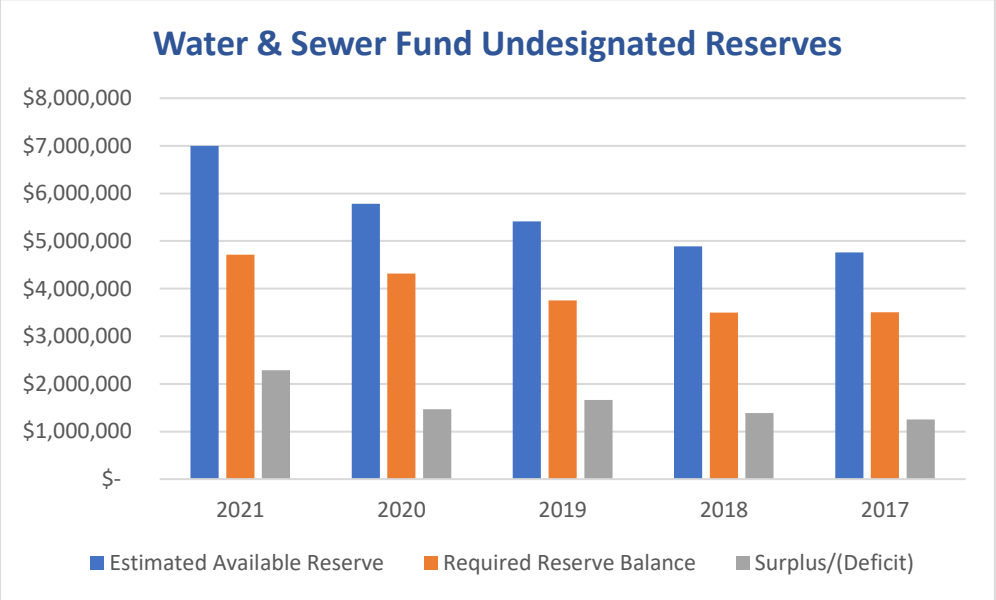
PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
UTILITIES ADMIN BLDG DESIGN	500,000	57,292	432,000	10,708	2.14
YEAR 7 OF GIS SVS & MAPPING	135,000	-	-	135,000	100.00
NEW FORD F150	34,500	32,808	-	1,692	4.91
2008 FORD RANGER 202-5021	35,500	26,197	-	9,303	26.21
WP#10 LAND PURCHASE	5,637	-	-	5,637	100.00
WP#2 ROOF REPLACEMENT	49,000	44,762	-	4,238	8.65
WP#3 CROM TANK CEILING REHAB	79,200	73,500	-	5,700	7.20
WTP #10 PROJECT A WELL SITE	583,236	14,866	9,974	558,396	95.74
WVWS BORROW PIT PROJ	84,798	-	-	84,798	100.00
WTP#10 SUPPLY WELLS FG1-2	1,431,701	12,576	194,466	1,224,659	85.54
WP#10 DESIGN	2,158,858	-	-	2,158,858	100.00
WP#3 NEW FENCING	11,615	11,615	-	0	0.00
WP#4 NEW FENCING	16,132	16,132	-	0	0.00
WP#12 PLC REPLACEMENT	76,668	66,947	-	9,722	12.68
WP#4 CROM TANK EXHAUST BLOWER	6,905	6,905	-	-	0.00
WP#4 HIGH SVC PUMP REPLACEMENT	35,000	-	28,450	6,550	18.71
WP#9 SUBMERSIBLE MIXING SYSTEM	64,781	23,232	-	41,549	64.14
WP#9 VFD REPLACEMENT	45,179	18,014	-	27,165	60.13
SHED#1 POLE BARN ENCLOSURE	50,200	-	-	50,200	100.00
SR44 BRIDGE UTILITY RELOCATION	89,009	22,870	1,389	64,750	72.75
WATER MAIN RELOCATION SR44	28,947	179	28,767	1	0.00
EDISON WATER MAIN	605,508	-	-	605,508	100.00
WOODLAND & MANDARIN WATER MAIN	60,282	-	-	60,282	100.00
W SR 44 UTILITY RELOCATION	460,000	2,644	-	457,356	99.43
AWNING FOR OUTSIDE SUPPLIES	15,300	-	-	15,300	100.00
GRUNDOMAT BORING TOOL	5,900	-	-	5,900	100.00
METER REPLACEMENT	480,000	-	-	480,000	100.00
RUBBER TRACK EXCAVATOR	31,500	26,135	-	5,365	17.03
VEHICLE, REPLACE 2012 F250 U/B, 204-5416	43,000	39,821	-	3,179	7.39
RECLAIM BORROW PIT LOAD	350,000	86,174	-	263,826	75.38
DIGESTER UPGRADES AND IMPR	1,871,526	92,570	1,741,792	37,164	1.99
RECLAIM ADELLE AVE LOOP	76,505	56,915	5,275	14,314	18.71
US92 RECLAIM STORAGE AND REPUM	3,466,701	1,056,946	2,129,223	280,532	8.09
RECLAIM BORROW PIT DESIGN	400,000	-	-	400,000	100.00
AMELIA WP-MAIN ENTRANCE FENCE	6,090	6,090	-	-	0.00
AMELIA WP-SOUTH FENCE BY POND	12,170	12,170	-	-	0.00
75HP ELECTRIC MOTOR (2)	11,898	11,898	-	0	0.00
REPLACE BLOCK DIGESTOR	12,400	10,823	-	1,577	12.72
REPLACE MOWER 205-5071	12,100	11,888	-	213	1.76
BRANDY/TRAILS CAMERA SECURITY SYSTEM	8,600	6,496	-	2,104	24.46
L/S #81 PERMANENT GENERATOR	41,400	39,679	-	1,721	4.16
L/S #15 AND PANEL BOX REPLACE	50,200	47,592	-	2,608	5.20
L/S #5 AND PANEL BOX REPLACE	50,200	47,190	-	3,010	6.00
L/S #51 AND PANEL BOX REPLACE	51,200	43,805	-	7,395	14.44
L/S #77 AND PANEL BOX REPLACEMENT	63,700	60,542	-	3,158	4.96
NEW VEHICLE 1/2 TON TRUCK WW COLL FORE I	34,500	32,828	-	1,672	4.85
REMOTE TELEMETRY UNIT L/S #130	13,000	12,058	-	942	7.25
TRAILER MOUNTED GENIE LIFT	34,000	28,016	-	5,984	17.60
OVERHEAD DOORS (2)	19,358	7,130	-	12,228	63.17
VEHICLE, REPLACE 2004 FORD F205 208-3955	37,800	35,486	-	2,314	6.12
VEHICLE, REPLACE 2007 CHEVY VAN 208-5141	44,732	44,729	-	3	0.01
VEHICLE, REPLACE 2011 CHEVY VOLT, 209-15	24,937	21,452	-	3,485	13.98
VEHICLE, REPLACE FORD FOCUS, 209-17	24,937	21,452	-	3,485	13.98
SPRING HILL SANITARY SEWER PH3	147,629	20,601	-	127,028	86.05
UTILITY RELOCATION ORANGE CAMP	1,293,799	1,058,891	164,292	70,616	5.46
UTILITY EXTENSION TO AUTOMALL	10,000	10,000	-	-	0.00
BOTTS LANDING FORCE MAIN	26,525	11,250	13,684	1,591	6.00
MANHOLE REHAB (35-50)	60,000	44,756	15,146	98	0.16
SEWER LINE REHABILITATION	150,000	97,691	52,306	3	0.00
QZ3 MANHOLE POLE CAMERA	19,500	18,500	-	1,000	5.13
PUSH ROD CAMERA SYSTEM	16,830	16,785	-	45	0.27
	15,665,593	3,568,895	4,816,766	7,279,933	46.47

WATER & SEWER FUND RESERVE ANALYSIS

According to city policy, the city will manage its fiscal resources to ensure funding for city operations is not disrupted. A reserve equivalent to three month's operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be $7,002,373 which represents a reserve balance of $2,288,999 above the three-month required Undesignated Reserve of $4,713,374 at September 30, 2021.

Water & Sewer Fund
Fiscal Year 2021 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	$ 5,782,077	$ 5,782,077	$ 5,782,077	$ 7,002,373
Required 3 Month Undesignated Reserve	4,392,761	4,402,341	4,395,128	4,713,374
Surplus/Deficit	$ 1,389,316	$ 1,379,736	$ 1,386,949	$ 2,288,999



WATER & WASTEWATER TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund revenues realized are $5,763,234 or 94% of total budget as of September 30, 2021. Revenue by category as a percent of budgeted funds are permits, fees and special assessments 132%, capital grants 58%, miscellaneous revenue 100%, and interest earnings 100%.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 404 - WATER & WASTEWATER TRUST				
PERMITS. FEES, & SPECIAL ASSESSMENTS	3,000,000	3,945,021	131.50	3,462,331
CAPITAL GRANTS	3,128,341	1,811,308	57.90	75,958
MISCELLANEOUS REVENUES	-	(28,842)	100.00	1,444
INTEREST REVENUES	-	35,746	100.00	114,027
TOTAL REVENUES	6,128,341	5,763,234	94.04	3,653,760
USE OF RESERVES	7,319,544	-		-
TOTAL REVENUES	13,447,885	5,763,234	42.86	3,653,760

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund expenditures are $6,354,115 or 47% as of September 30, 2021. All budgeted expenses in this fund are for capital outlay which is detailed in the Capital Project section below.

WATER & WASTEWATER TRUST FUND CAPITAL PROJECTS

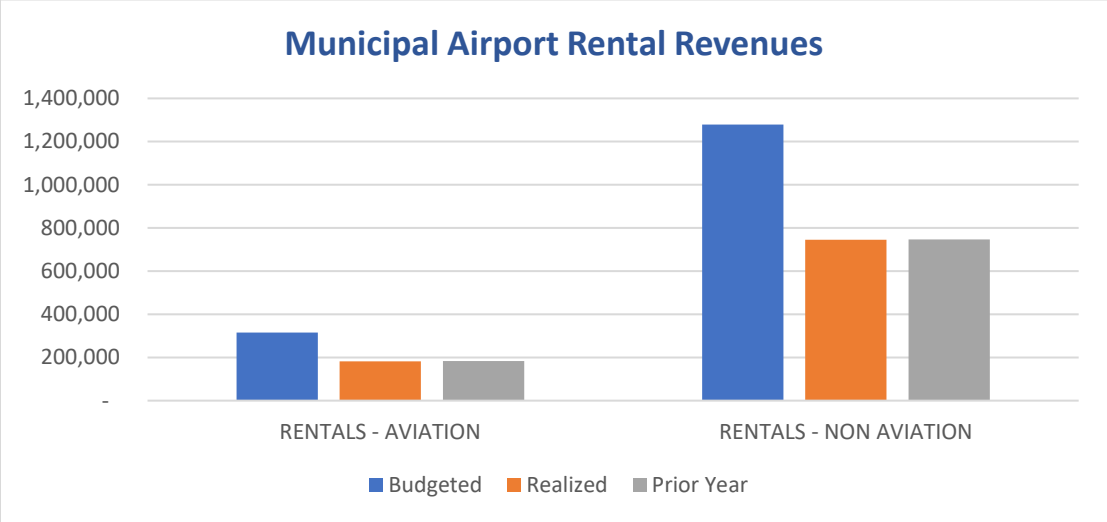
PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
2018 WATER MAIN IMPROVEMENTS	175,549	4	-	175,546	100.00
2019 WATER MAIN IMPROV	168,288	-	-	168,288	100.00
RECLAIM EXP PHASE 4 - DESIGN	98,704	44,539	49,505	4,660	4.72
2020 WATER MAIN IMPROVEMENT	1,506,418	1,237,756	268,662	1	0.00
SPRING HILL SANITARY SEWER PH	2,778,064	2,735,535	42,456	73	0.00
2021 WATER MAIN IMPROVEMENTS	1,775,936	144,577	36,394	1,594,964	89.81
ALABAMA/AMELIA RECLAIM EXT	1,015,133	97,249	18,527	899,356	88.59
RECLAIM WATER EXP 4A & ADELLE	5,760,407	1,983,980	3,528,964	247,464	4.30
WRF SOUTH REUSE PUMP STATION	169,386	110,476	58,910	-	0.00
	13,447,885	6,354,115	4,003,418	3,090,352	22.98

MUNICIPAL AIRPORT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund revenues realized as of September 30, 2021 are $1,880,567 or 22% of total revenues budgeted this fiscal year. Revenues by category are grant revenues 4%, charges for services 33%, miscellaneous revenues 58%, interest revenues 87% and rental revenues 98%.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 430 - AIRPORT FUND				
CAPITAL GRANTS	6,665,914	278,338	4.18	613,811
CHARGES FOR SERVICES	98,149	32,546	33.16	58,586
MISCELLANEOUS REVENUES	5,000	2,880	57.61	32,918
INTEREST REVENUES	4,990	4,357	87.31	11,129
RENTAL INCOME	1,594,494	1,562,446	97.99	1,567,951
TOTAL REVENUES	8,368,547	1,880,567	22.47	2,284,395
USE OF RESERVES	1,087,709	-		-
TOTAL REVENUES	9,456,256	1,880,567	19.89	2,284,395



- Charges for Services includes Airport Showcase revenues which is realized seasonally and is held in November. The Showcase was cancelled for November 2020 and resumed in November 2021. Most of the revenue for the 2021 Showcase will be collected in October and November of FY-2022.

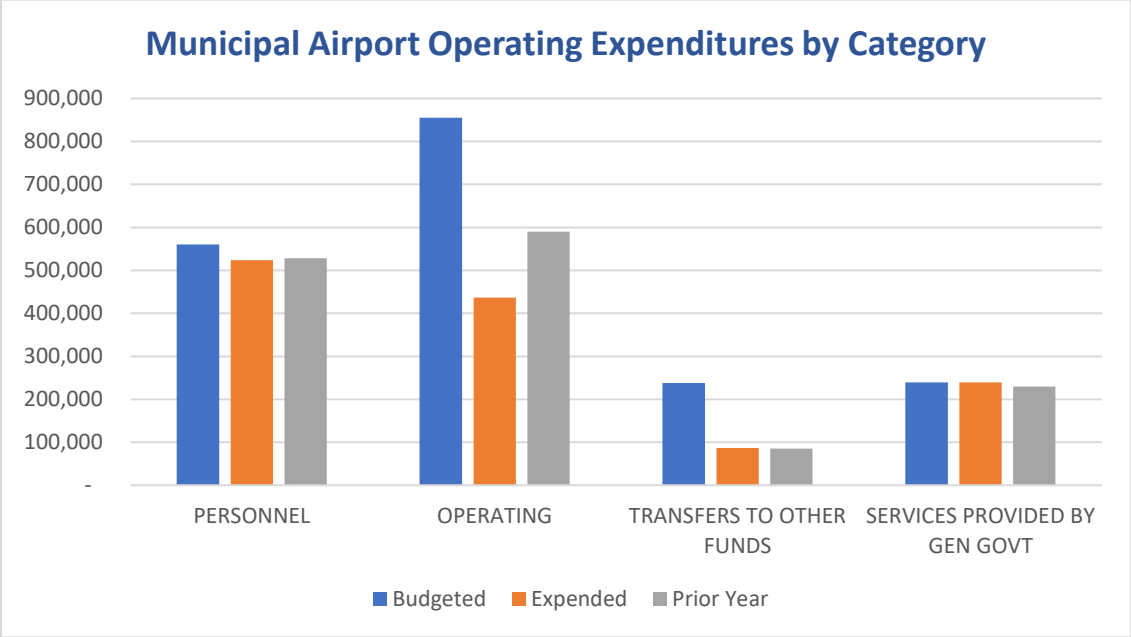
- Interest income is at 87% due to interest earnings on investments decreasing sharply due to the COVID-19 impact on the economy and interest rates.

- Federal and State grant revenues are 4% realized due to the timing of grant funded revenues collected throughout the year. All airport grants are reimbursement grants and revenues are collected after expenses are incurred and eligible for reimbursement.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund expenditures are $1,584,252 or 17% of total budget for fiscal year ending September 30, 2021. Expenditures by category are personnel 93%, operating expenses 51%, transfers to other funds 36%, capital outlay 4%, and services provided by general government 100%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 430 - AIRPORT FUND				
Net PERSONNEL	560,384	523,634	93.44	528,643
Net OPERATING	855,557	436,537	51.02	590,194
Net TRANSFERS TO OTHER FUNDS	238,147	86,332	36.25	85,240
Net CAPITAL OUTLAY	7,562,962	298,543	3.95	504,481
Net SERVICES PROVIDED BY GEN GOVT	239,206	239,206	100.00	229,420
Fund 430 - AIRPORT FUND: TOTAL EXPEND	9,456,256	1,584,252	16.75	1,937,978



- Operating expenses are at 51% of budget mostly due to EPA Brownfield professional services which are 14% expended to date. Showcase expenditures are less than expected this quarter due to the cancellation of the Showcase event in 2020. The airport also has three COVID-19 related operating grants which have significant carry over balances at year end.

- Transfers to other funds includes transfers to the general fund for debt payments and transfers to capital projects for shared project costs.

- Capital outlay is at 3% of budget due to timing of capital projects planned for the airport.

MUNICIPAL AIRPORT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
T-HANGARS & ELEC GATE	1,806,250	111,804	23,306	1,671,140	92.52
TRANSIENT APRON EXPANSION	23,224	23,224	-	0	0.00
REHAB E&W APRON & ELEC HOMERUN	3,176,203	70,961	4,565	3,100,678	97.62
NW INDUSTRIAL BUS PK ACCESS RD	1,364,805	8,778	9,593	1,346,434	98.65
TAXIWAY D-REPAIR HOME RUN	21,188	21,187	-	1	0.00
3-1200 GAL FUEL FARM	800,000	55,774	39,161	705,065	88.13
SECURITY CAMERAS & FENCING	300,000	-	-	300,000	100.00
NEW FENCE - SPORT VILLAGE	31,000	-	-	31,000	100.00
WILDLIFE MANAGEMENT PLAN	40,292	-	-	40,292	100.00
LG 86" COMMERCIAL GRADE 4K SMART TV DISP	-	6,815	(6,815)	-	0.00
	7,562,962	298,543	69,810	7,194,610	95.13

REFUSE COLLECTION FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Refuse Collection Fund revenues realized on September 30, 2021 are $4,076,333 or 100% of budgeted revenues for the fiscal year. Charges for services, miscellaneous revenues and interest revenue were all collected at 100% of budget this quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

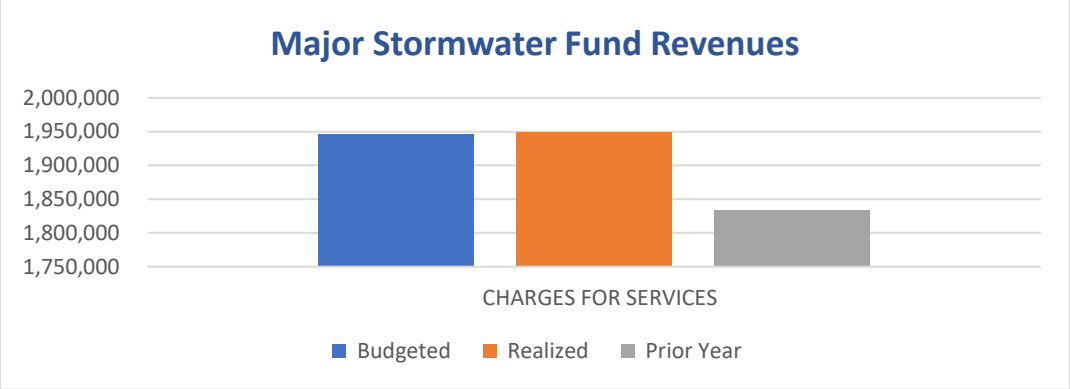
Refuse Collection Fund expended funds are $4,081,956 or 100% of budgeted expenses for the fiscal year. Operating expenses are paid when incurred and timing of payments does not always correlate to period benchmarks. Transfers to other funds cover administrative and billing fees incurred by the water and sewer fund. Transfers were reduced by over half this year due to insufficient revenues to cover the transfers this year. This fund has depleted all reserves and will need to reduce the transfers for FY-2022 unless garbage rates are increased.

STORMWATER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund revenues are $2,000,892 or 68% of total budgeted revenues for the fiscal year ending September 30, 2021. An annual stormwater fee is billed each year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts. Stormwater fees are typically billed at the end of the calendar year. A rate study was performed during FY 2020 to determine the necessary rate adjustment needed over the next five years to fund future capital projects. Beginning in FY 2022, stormwater rates will increase 4% annually through fiscal year 2026.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 450 - STORMWATER FUND				
CHARGES FOR SERVICES	1,946,274	1,949,070	100.14	1,833,769
MISCELLANEOUS REVENUES	2,000	42,475	2,123.75	8,724
INTEREST REVENUES	10,000	9,347	93.47	24,148
TOTAL REVENUES	1,958,274	2,000,892	102.18	1,866,642
USE OF RESERVES	986,621	-		-
TOTAL REVENUES	2,944,895	2,000,892	67.94	1,866,642

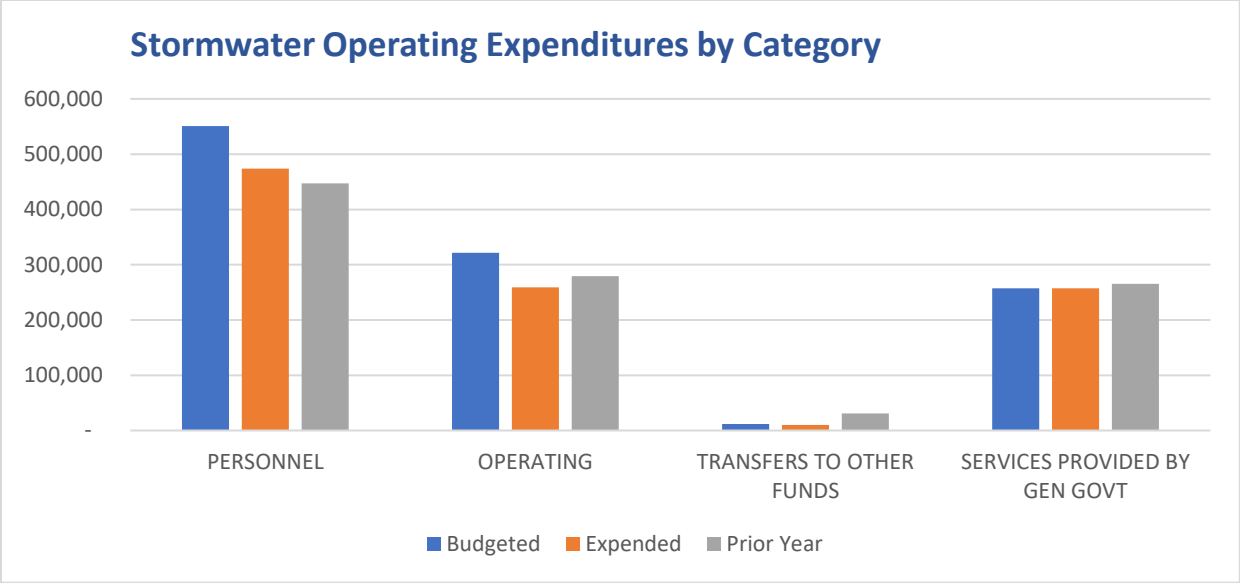


- Charges for services is 6% higher than the same period last year of $1,883,769.
- Miscellaneous revenue includes sale and disposition of capital assets for $27,295 which exceeds budget this quarter.
- Interest income is lower than one year ago due to significant decreases in interest rates due to economic impacts of COVID-19.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund expenditures are $1,648,917 or 56% of total budgeted funds for the year. Expenses by category are personnel 86%, operating 80%, contingency 0%, transfers to other funds 83%, capital outlay 36%, and services provided by general government 100%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 450 - STORMWATER FUND				
Net PERSONNEL	550,824	473,900	86.03	447,247
Net OPERATING	321,654	258,813	80.46	279,358
Net CONTINGENCY	8,000	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	11,821	9,798	82.88	30,886
Net CAPITAL OUTLAY	1,795,539	649,349	36.16	616,149
Net SERVICES PROVIDED BY GEN GOVT	257,057	257,057	100.00	265,526
Fund 450 - STORMWATER FUND: TOTAL EXPEND	2,944,895	1,648,917	55.99	1,639,166



STORMWATER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
REPLACE K-MART PUMP STATION	871,031	170,734	380,253	320,043	36.74
MISC SW IMPR (NEIGHBORHOOD)	7,705	-	-	7,705	100.00
CITY HALL DRAINAGE PIPE 24"	111,090	-	-	111,090	100.00
NEW HAMPSHIRE AVE POND ADDITIO	90,384	18,406	-	71,978	79.64
BOSTON/RICH AVE DRAINAGE IMPRO	65,019	-	-	65,019	100.00
MISC SW NEIGHBORHOOD IMPROV	66,124	-	-	66,124	100.00
MISC SW POND IMPROV	20,000	-	-	20,000	100.00
915 E UNIV RETENT POND FENCE	8,394	8,394	-	-	0.00
STONE & AMBROSE POND FENCE	15,660	15,660	-	-	0.00
WATERFORD LAKES SW PIPE LINING	359,562	345,750	5,000	8,812	2.45
LEASE -NEW SWEEPER (5 YRS) 450-5026	65,200	-	-	65,200	100.00
BROOM ATTACH FOR NEW SKID STEER SLV95-2S	5,770	-	5,019	751	13.02
REPLACE PORTABLE PUMP, 450-PP-003	48,045	45,202	-	2,843	5.92
REPLACE PORTABLE PUMP, 450-PP-008	50,650	45,202	-	5,448	10.76
MOW HEAD ATTACH NEW SKID STEER SLV95-2S	10,905	-	10,904	1	0.01
	1,795,539	649,349	401,177	745,014	41.49

PERMITS & INSPECTIONS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund revenue as of September 30, 2021 is $2,490,837 or 143% of revenues budgeted this fiscal year.

REVENUE SOURCE	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 480 - PERMITS & INSPECTIONS FUND				
PERMITS. FEES, & SPECIAL ASSESSMENTS	1,596,986	2,178,434	136.41	1,462,496
CHARGES FOR SERVICES	127,000	304,659	239.89	191,557
MISCELLANEOUS REVENUES	3,000	(4,636)	(154.54)	39,140
INTEREST REVENUES	13,936	12,380	88.83	36,911
TOTAL REVENUES	1,740,922	2,490,837	143.08	1,730,104
USE OF RESERVES	1,373,034	-		-
TOTAL REVENUES	3,113,956	2,490,837	79.99	1,730,104

- Building permit fees are up $724,906 or 50% compared to this same quarter one year ago.
- Charges for services are higher than budget mainly due to building plan reviews and submittal fees which are significantly over 100% of budget at the end of the fourth quarter.
- Miscellaneous revenues are negative due to unrealized losses on investments this quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund expenditures are $2,170,626 or 70% of total budgeted funds at the end of the fourth quarter. Expenditures by category as a percentage of appropriated funds is personnel 89%, operating expenses 19%, contingency 0%, transfers to other funds 48%, capital outlay 33%, and services provided by general government 100%.

EXPENDITURES BY BUDGET CATEGORY	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	% BDGT USED	YTD QUARTER BALANCE 09/30/2020
Fund 480 - PERMITS & INSPECTIONS FUND				
Net PERSONNEL	1,432,705	1,281,717	89.46	1,244,746
Net OPERATING	682,149	132,755	19.46	63,965
Net CONTINGENCY	4,000	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	269,919	129,452	47.96	77,162
Net CAPITAL OUTLAY	147,067	48,586	33.04	238,705
Net SERVICES PROVIDED BY GEN GOVT	578,116	578,116	100.00	566,954
Fund 480 - PERMITS & INSPECTIONS FUND: TOTAL EXPEND	3,113,956	2,170,626	69.71	2,191,532

- Personnel expenses are lower than the fourth quarter benchmark of 100% due to the high rate of position vacancies throughout the fiscal year.
- Operating expenses are at 19% of budget mainly due to $440,000 budgeted for condemnations and plans reviews which are at 0% of budget this quarter and $115,520 budgeted office renovations in operating capital at 4% this quarter.
- Transfers to other funds includes $21,006 for Accela licenses in the General Fund, $244,857 for shared costs of capital expenses in the Capital Fund, $4,056 for copier lease payments in the debt service fund. Transfers are recorded when expenses are incurred and will not follow normal benchmarks each quarter.

PERMITS & INSPECTIONS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
LAND MGMT UPGRADE	34,061	25,705	-	8,356	24.53
P&I OFFICE RENNOVATIONS	25,000	-	24,117	883	3.53
FORD F150 480002A 480-5861	22,881	22,881	-	-	0.00
2021 FORD F-150 CREW CAB	31,442	-	31,442	-	0.00
2021 FORD F-150 SUPER CAB TRUCK	33,683	-	33,683	-	0.00
	147,067	48,586	89,242	9,239	6.28

HEALTH INSURANCE COST CONTAINMENT FUND

The Health Insurance Cost Containment Fund (HICC) was created to account for the operation of a health center in an attempt to defray the rising costs of health insurance. The center provides free health care to all employees and the dependents of employees who are currently insured through the City's health plan. The HICC Fund results in reduced costs compared to regular health provider services and benefits employees by minimizing the annual increase in health insurance. The majority of revenue reflected in this fund represents transfers made from all other funds and totals $547,543 or 92% of budget as of September 30, 2021.

Expended funds are $531,414 or 89% at the end of the fourth quarter. Expenditures by category as a percentage of appropriated funds are operating expenses 88% and services provided by general government 100%.

WORKERS' COMPENSATION SELF-INSURANCE FUND

Premium revenues reflected in the Workers' Compensation Self-Insurance Fund represent transfers made from all other funds and totals $794,268 or 100% at the end of the fourth quarter. Miscellaneous revenues total ($6,014) and represents recovery checks deposited into the fund and unearned loss on investments for the quarter. Interest earnings total $8,910 which are down significantly from one year ago due to economic effects on interest rates due to the COVID-19 pandemic.

Expended funds are $552,402 for the quarter. Expenditures by category as a percentage of appropriated funds are personnel 66%, operating 71% and services provided by general government 100%.

During the quarter ending September 30, 2021, the City received an updated actuarial report which decreased the necessary reserve amount for FY-2021 to $856,000 to maintain a confidence level of 75% at a $150,000 deductible, as determined by the City's actuary, Cornerstone Actuarial Solutions. As of September 30, 2021, the fund had a recorded liability in the amount of $535,067 for claims incurred but not reported losses, and a liability for reported losses of $320,933. Listed below are the minimum total reserve amounts needed to meet specific confidence levels as determined by the City's actuary. Currently, the City has exceeded its goal to reserve enough funds to meet the 85% confidence level of $1,803,000 with a $300,000 deductible.

Estimated Worker's Compensation Deductible Losses

Confidence Level	Total Required Reserve at a $100,000 Deductible 9/30/2021	Increase/ (Decrease) Over Current Reserve	Total Required Reserve at $150,000 Deductible 9/30/2021	Increase/ (Decrease) Over Current Reserve	Total Required Reserve at $300,000 Deductible 9/30/2021	Increase/ (Decrease) Over Current Reserve
65%	$ 466,000	$ (2,488,162)	$ 546,000	$ (2,408,162)	$ 619,000	$ (2,335,162)
75%	$ 712,000	$ (2,242,162)	$ 856,000	$ (2,098,162)	$ 995,000	$ (1,959,162)
85%	$ 1,210,000	$ (1,744,162)	$ 1,503,000	$ (1,451,162)	$ 1,803,000	$ (1,151,162)
90%	$ 1,731,000	$ (1,223,162)	$ 2,199,000	$ (755,162)	$ 2,695,000	$ (259,162)

Reserve Balance as of 9/30/21 $ *2,954,162*

Source: 9/2/2021 Cornerstone Actuarial Solutions Worker's Comp Actuarial Report

CASH MANAGEMENT

The primary objectives of the City's investment activities are defined in the Investment Policy adopted by the City Commission. Those objectives are safety of principal, diversification to avoid incurring unreasonable risks and maintaining a portfolio sufficiently liquid to enable the City to meet all operating requirements, which may be reasonably anticipated.

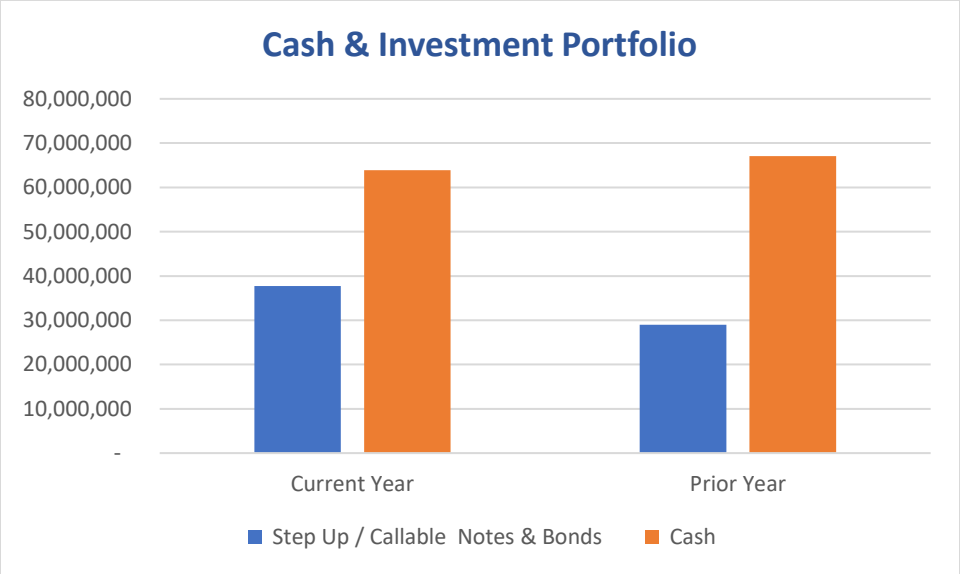
The City's cash balance is $63,862,364 which is 63% of the total cash and investment portfolio.

The investments held by the City as of this reporting period have a par value of $38,000,000, a book value of $37,995,000 and a fair value of $37,791,610. The blended rate of return at the end of this reporting period was .63% with a weighted average maturity for the portfolio of 4.07. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average three-month Treasury bill rate was 0.04% and the average rate on federal funds was 0.08%.

The City's investment portfolio is managed by Morgan Stanley. The primary liquid investments of the City are the Wells Fargo Pooled Cash account, money market accounts at Seaside Bank and Seacoast Bank, and a money market account at Morgan Stanley.

Governmental Accounting Standards Board (GASB) Statement No. 31 Accounting and Financial Reporting for Certain Investments and for External Investment Pools establish the accounting and financial reporting standards for governmental investments. Investments should be reported at fair value in the balance sheet and changes in the fair value of investments should be reported in the operating statement. As of September 30, 2021, the City has an unrealized loss of $233,390. An unrealized loss is defined as the decrease in fair value of investments under the book value. The investment policy requires investments be structured within portfolio percentage limitations. Below are those limitations, along with comparisons of investments held in the City's portfolio at September 30, 2021:

	Policy Limitations	Investment Percentages	Market Value of Investments
Us Treasuries & Agencies	70 - 80%	0%	-
Step Up / Callable Notes & Bonds	60 - 70%	37%	37,761,610
Single Index Variable Rate	20 - 30%	0%	
Banker's Acceptances	15 - 25%	0%	-
Commercial Paper	15 - 25%	0%	-
CD's, CDARS and Other Time Deposits	60 - 70%	63%	63,862,364
Mutual Funds	20 - 30%	0%	-
Local Government Surplus Fund (SBA)	65 - 75%	0%	-
		100%	**$ 101,623,974**



A list of the City ‘s investment portfolio as of September 30, 2021 is included in this report.

CONCLUSION

The attached Financial Report is a presentation of the City's financial position and results of operation through September 30, 2021. Revenues for all funds are within an acceptable range for this reporting period except for those where concern was specifically expressed in this report. Expenditures for all funds are in line with what we would anticipate for this reporting period except for those where concern was specifically expressed in this report.

Please contact Daniel Stauffer, Finance Director, at 386-626-7079 or staufferd@deland.org should you have any questions or comments regarding this memorandum or the enclosed financial report.

Cash & Investments Portfolio Summary
September 2021

Investment	Type	Callable Date		Maturity Date	Current Yield to Maturity	Par Value/ Face Value	Book Value	Fair Value	Market Adjustment	Interest Receivable	Settlement Date
General Investments:											
Pooled Interest Bearing Checking Account				Next Day	0.17%	51,307,793	51,307,793	51,307,793	-	-	N/A
Money Market - Seaside				Next Day	0.11%	5,613,949	5,613,949	5,613,949	-	-	N/A
Money Market - Seacoast				Next Day	0.05%	5,103,045	5,103,045	5,103,045	-	-	N/A
Money Market - Morgan Stanley				Next Day	3.06%	1,837,576	1,837,576	1,837,576	-	-	N/A
Total General Investments						**63,862,364**	**63,862,364**	**63,862,364**	**-**	**-**	
Short Term Operating Investments:											
FHLB	Call	12/30/21	3130AMX49	12/30/24	0.601%	2,000,000.00	2,000,000.00	1,997,640.00	(2,360.00)	3,000.00	06/30/21
FFCB	Call	11/10/21	3133EMZ70	02/10/25	0.482%	2,000,000.00	1,998,000.00	1,992,260.00	(5,740.00)	1,333.32	08/10/21
FNMA	Call	03/28/22	3130AP4L6	03/28/25	0.602%	2,000,000.00	1,998,000.00	1,995,000.00	(3,000.00)	66.66	09/28/21
FNMA	Call	10/30/21	3136G4ZP1	07/30/25	0.653%	2,000,000.00	2,000,000.00	1,992,300.00	(7,700.00)	2,166.66	07/30/20
FFCB	Call	10/05/21	3133EL2S2	08/04/25	0.672%	2,000,000.00	2,000,000.00	1,992,900.00	(7,100.00)	2,084.44	08/04/20
FFCB	Call	10/05/21	3133EL2U7	08/04/25	0.683%	2,000,000.00	2,000,000.00	1,992,440.00	(7,560.00)	2,115.54	08/04/20
FFCB	Call	10/05/21	3133EL4W1	08/25/25	0.614%	2,000,000.00	1,999,500.00	1,985,440.00	(14,060.00)	1,186.10	08/25/20
FNMA	Call	11/27/21	3136G4S87	08/27/25	0.653%	2,000,000.00	2,000,000.00	1,991,000.00	(9,000.00)	1,191.66	08/27/20
FHLB	Call	10/05/21	3130AKA55	09/24/25	0.526%	2,000,000.00	2,000,000.00	1,978,060.00	(21,940.00)	173.32	09/24/20
FNMA	Call	04/27/22	3136G45P4	10/27/25	0.555%	2,000,000.00	2,000,000.00	1,983,600.00	(16,400.00)	4,675.00	10/27/20
FHLB	Call	10/29/21	3130AKC95	10/29/25	0.556%	2,000,000.00	2,000,000.00	1,978,920.00	(21,080.00)	4,613.88	10/29/20
FNMA	Call	11/25/22	3135GA4V0	11/25/25	0.629%	2,000,000.00	2,000,000.00	1,987,800.00	(12,200.00)	4,340.26	11/25/20
FFCB	Call	10/05/21	3133EMPU0	02/04/26	0.507%	2,000,000.00	2,000,000.00	1,973,060.00	(26,940.00)	1,555.54	02/04/21
FFCB	Call	10/05/21	3133EMSK9	03/02/26	0.844%	2,000,000.00	1,999,500.00	1,991,060.00	(8,440.00)	1,306.66	03/02/21
FHLB	Call	10/29/21	3130ALZA5	04/29/26	0.500%	2,000,000.00	2,000,000.00	1,998,540.00	(1,460.00)	4,194.44	04/29/21
FHLB	Call	12/17/21	3130ANRU6	09/17/26	1.022%	1,000,000.00	1,000,000.00	998,470.00	(1,530.00)	368.33	09/17/21
Total Short Term Operating Investments					0.619%	**31,000,000.00**	**30,995,000.00**	**30,828,490.00**	**(166,510.00)**	**34,371.81**	
Long Term Operating Reserve Investments:											
FNMA	Call	12/30/21	3136G4XV0	06/30/25	0.731%	1,000,000.00	1,000,000.00	998,180.00	(1,820.00)	1,825.00	06/30/20
FFCB	Call	10/05/21	3133EL4W1	08/25/25	0.614%	2,000,000.00	2,000,000.00	1,985,440.00	(14,560.00)	1,186.10	08/25/20
FFCB	Call	10/05/21	3133EL7D0	09/11/26	0.749%	2,000,000.00	2,000,000.00	1,976,480.00	(23,520.00)	781.10	09/11/20
FHLB	Call	10/05/21	3130AKC46	10/19/26	0.730%	2,000,000.00	2,000,000.00	1,973,020.00	(26,980.00)	6,439.98	10/19/20
Total Long Term Operating Reserve Investments					0.702%	**7,000,000.00**	**7,000,000.00**	**6,933,120.00**	**(66,880.00)**	**10,232.18**	
			Total Investments including cash & paper			**101,862,363.88**	**101,857,363.88**	**101,623,973.88**	**(233,390.00)**	**44,603.99**	
			Total L/T & S/T Investments Only			**38,000,000.00**	**37,995,000.00**	**37,761,610.00**	**(233,390.00)**	**44,603.99**	
			Total Value - Morgan Stanley Assets					**39,643,789.88**			

Average Call/Maturity:	0.18
Blended Investment Portfolio Rate of Return	0.63%
3 Mnth T Bill	0.04%
Fed Funds	0.08%

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GOVERNMENTAL FUND TYPES

GENERAL FUND

The General Fund serves as the primary reporting vehicle for current government operations. The General Fund, by definition, accounts for all current financial resources not required by law or administrative action to be accounted for in another fund.

Fund 001 GENERAL FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	4,387,680.31	2,560,823.20
102.000	CASH ON HAND	4,625.00	5,525.00
104.000	EQUITY IN POOLED CASH	9,408,133.40	14,606,309.53
105.000	TAXES RECEIVABLE	8,122.21	8,122.21
107.000	DELINQUENT TAXES RECEIVABLE	41,536.06	41,536.06
115.100	ACCOUNTS RECEIVABLE	1,072,442.27	999,057.90
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(61,608.96)	(48,797.57)
121.000	ASSESSMENTS RECEIVABLE	39,390.53	45,130.60
131.000	DUE FROM OTHER FUNDS	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	2,148,307.64	1,998,516.40
133.000	DUE FROM OTHER GOVERNMENTS	2,132,789.82	721,293.31
135.000	INTEREST & DIVIDENDS REC	7,426.24	9,335.61
141.000	INVENTORIES	37,013.82	36,128.26
142.000	INVENTORIES - FOR SALE	614.74	614.74
151.900	INVESTMENTS - NON-CURRENT	6,598,444.84	8,582,292.78
155.000	PREPAID ITEMS	15,191.11	35,266.93
Total Assets		**25,840,109.03**	**29,601,154.96**
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	5,363.51	597.15
202.000	ACCOUNTS PAYABLE	1,188,897.20	689,749.16
205.000	CONTRACTS PAYABLE	36,961.45	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	1,311.53	1,203.87
216.000	ACCRUED SALARIES & WAGES	785,402.14	283,964.66
220.000	DEPOSITS	119,649.69	170,671.34
223.000	DEFERRED REVENUE	198,645.51	1,225,160.87
229.000	OTHER CURRENT LIABILITIES	0.00	0.00
Total Liabilities		**2,336,231.03**	**2,371,347.05**
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
280.000	FUND BALANCE - NONSPENDABLE	2,204,127.31	2,204,127.31
281.000	FUND BALANCE - RESTRICTED	881,505.26	881,505.26
282.000	FUND BALANCE - COMMITTED	497,776.13	944,612.89
283.000	FUND BALANCE - ASSIGNED	14,094,971.62	14,168,753.18
284.000	FUND BALANCE - UNASSIGNED	2,611,159.16	5,304,879.36
Total Fund Balance		**20,289,539.48**	**23,503,878.00**
Beginning Fund Balance		**20,289,539.48**	**23,503,878.00**
Net of Revenues VS Expenditures		**3,214,338.52**	**3,725,929.91**
Ending Fund Balance		**23,503,878.00**	**27,229,807.91**
Total Liabilities And Fund Balance		**25,840,109.03**	**29,601,154.96**

Required Supplementary Information
City of DeLand, Florida
General Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 001 - GENERAL FUND					
REVENUES					
AD VALOREM	12,916,662	12,916,662	13,072,598	(155,936)	11,992,525
OTHER TAXES	593,788	661,947	895,205	(233,258)	867,208
PUBLIC SERVICE TAXES	5,155,291	5,155,291	5,586,980	(431,689)	5,398,634
PERMITS. FEES, & SPECIAL ASSESSMENTS	276,734	276,734	262,149	14,585	337,910
FRANCHISE TAXES	3,370,007	3,370,007	3,370,811	(804)	3,268,542
OPERATING GRANTS	141,423	141,423	324,630	(183,207)	245,960
CAPITAL GRANTS	-	16,656	1,981,536	(1,964,880)	1,236,670
INTERGOVERNMENTAL REVENUE	2,800,738	3,361,046	4,088,398	(727,352)	3,419,538
CHARGES FOR SERVICES	665,577	665,577	1,292,233	(626,656)	1,049,575
CHARGES FOR GOVT SERVICES	1,937,948	1,991,032	1,991,032	-	1,985,134
FINES & FORFEITS	85,000	85,000	100,854	(15,854)	81,541
MISCELLANEOUS REVENUES	256,699	267,149	431,742	(164,593)	697,339
INTEREST REVENUES	90,000	90,000	238,978	(148,978)	217,736
RENTAL INCOME	67,926	67,926	106,230	(38,304)	92,722
TRANSFERS FROM OTHER FUNDS	425,162	446,168	478,804	(32,636)	280,493
WATER & SEWER SYSTEM (PILOT)	2,242,439	2,242,439	2,242,439	-	2,329,375
USE OF RESERVES	931,066	3,967,877	-	3,967,877	-
TOTAL REVENUES	**31,956,460**	**35,722,934**	**36,464,620**	**(741,686)**	**33,500,904**
EXPENDITURES					
PERSONNEL	70,186	70,186	69,849	337	70,657
OPERATING	38,316	38,316	20,682	17,634	22,742
0100 - CITY COMMISSION	**108,502**	**108,502**	**90,530**	**17,972**	**93,399**
PERSONNEL	308,341	316,646	313,991	2,655	306,824
OPERATING	18,179	18,179	11,923	6,256	33,698
0101 - CITY MANAGER	**326,520**	**334,825**	**325,914**	**8,911**	**340,522**
PERSONNEL	258,184	265,169	220,637	44,532	247,943
OPERATING	48,569	48,569	20,699	27,870	33,897
0102 - CITY CLERK	**306,753**	**313,738**	**241,336**	**72,402**	**281,840**
PERSONNEL	751,383	787,014	782,539	4,475	700,856
OPERATING	88,218	88,218	79,835	8,383	65,029
0103 - FINANCE	**839,601**	**875,232**	**862,374**	**12,858**	**765,885**
PERSONNEL	74,186	76,161	74,113	2,048	72,528
OPERATING	238,200	408,935	385,744	23,191	356,100
0104 - LEGAL	**312,386**	**485,096**	**459,856**	**25,240**	**428,628**
PERSONNEL	554,958	565,147	374,990	190,157	529,278
OPERATING	829,875	954,795	846,862	107,933	1,432,521
0106 - ADMINISTRATIVE SERVICES	**1,384,833**	**1,519,942**	**1,221,852**	**298,090**	**1,961,799**
PERSONNEL	535,393	548,473	536,383	12,090	545,062
OPERATING	1,525,116	1,720,342	1,384,941	335,401	1,247,640
0110 - INFORMATION TECHNOLOGY	**2,060,509**	**2,268,815**	**1,921,323**	**347,492**	**1,792,701**
PERSONNEL	389,701	399,946	398,732	1,214	484,719
OPERATING	120,000	120,000	76,627	43,373	74,671
0115 - HUMAN RESOURCES	**509,701**	**519,946**	**475,359**	**44,587**	**559,389**
PERSONNEL	257,930	265,022	259,657	5,365	259,058
OPERATING	68,125	68,125	56,649	11,476	59,412
GRANTS & AID	20,000	20,000	2,500	17,500	13,300
1117 - COMMUNITY DEVELOPMENT	**346,055**	**353,147**	**318,806**	**34,341**	**331,770**
PERSONNEL	554,233	569,416	548,215	21,201	517,749
OPERATING	27,025	43,475	23,384	20,091	40,787
1118 - PLANNING	**581,258**	**612,891**	**571,599**	**41,292**	**558,536**
PERSONNEL	59,432	60,908	52,569	8,339	66,515

Required Supplementary Information
City of DeLand, Florida
General Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
OPERATING	29,572	29,572	10,688	18,884	10,960
1119 - LICENCES & ENFORCEMENT	**89,004**	**90,480**	**63,257**	**27,223**	**77,475**
PERSONNEL	4,990,579	5,393,811	5,308,750	85,061	4,954,675
OPERATING	405,548	436,641	389,764	46,877	439,306
1222 - FIRE	**5,396,127**	**5,830,452**	**5,698,514**	**131,938**	**5,393,981**
PERSONNEL	8,362,310	8,261,002	8,162,178	98,824	7,821,286
OPERATING	1,119,809	1,158,320	1,024,705	133,615	907,846
1226 - POLICE	**9,482,119**	**9,419,322**	**9,186,883**	**232,439**	**8,729,132**
PERSONNEL	46,882	48,451	47,538	913	46,248
OPERATING	1,140	2,095	1,723	372	569
1228 - PARKING SERVICES	**48,022**	**50,546**	**49,262**	**1,284**	**46,817**
PERSONNEL	321,092	328,253	315,785	12,468	297,935
OPERATING	68,276	91,676	74,138	17,538	46,763
1301 - PUBLIC WORKS ADMIN	**389,368**	**419,929**	**389,923**	**30,006**	**344,698**
PERSONNEL	606,051	620,133	507,358	112,775	523,949
OPERATING	906,572	921,895	785,235	136,661	811,735
1302 - STREETS	**1,512,623**	**1,542,028**	**1,292,593**	**249,435**	**1,335,684**
PERSONNEL	413,877	423,354	298,445	124,909	368,994
OPERATING	116,286	124,336	75,887	48,449	91,281
1303 - TREES	**530,163**	**547,690**	**374,332**	**173,358**	**460,275**
PERSONNEL	529,035	541,586	472,787	68,799	468,164
OPERATING	123,436	123,436	99,121	24,316	107,245
1304 - URBAN BEAUTIFICATION	**652,471**	**665,022**	**571,908**	**93,114**	**575,409**
PERSONNEL	452,210	462,323	445,048	17,275	430,077
OPERATING	53,126	49,016	45,480	3,536	46,742
1306 - VEHICLE MAINTENANCE	**505,336**	**511,339**	**490,528**	**20,811**	**476,819**
PERSONNEL	259,202	281,116	275,095	6,021	264,141
OPERATING	17,616	17,841	17,150	691	10,786
1401 - PARKS & REC ADMIN	**276,818**	**298,957**	**292,245**	**6,712**	**274,927**
PERSONNEL	216,524	222,134	209,165	12,969	203,775
OPERATING	104,560	101,626	92,334	9,292	51,959
1402 - RECREATION	**321,084**	**323,760**	**301,499**	**22,261**	**255,734**
PERSONNEL	1,187,435	1,201,090	1,112,864	88,226	1,087,326
OPERATING	458,375	479,075	479,653	(578)	430,259
1403 - PARKS	**1,645,810**	**1,680,165**	**1,592,516**	**87,649**	**1,517,586**
OPERATING	19,767	19,767	15,431	4,336	16,409
1404 - INTERMODAL TRANSPORTATION	**19,767**	**19,767**	**15,431**	**4,336**	**16,409**
OPERATING	15,261	16,261	15,047	1,214	14,556
1405 - TRAILER PARK	**15,261**	**16,261**	**15,047**	**1,214**	**14,556**
OPERATING	17,202	17,202	15,117	2,085	19,120
GRANTS & AID	10,000	10,000	-	10,000	-
1406 - DELAND HOUSE	**27,202**	**27,202**	**15,117**	**12,085**	**19,120**
PERSONNEL	248,506	254,904	192,672	62,232	208,719
OPERATING	126,076	126,076	105,711	20,365	98,342
1407 - ACTIVITY CENTER	**374,582**	**380,980**	**298,384**	**82,596**	**307,060**
OPERATING	115,770	123,058	116,904	6,154	129,651
1408 - STADIUM	**115,770**	**123,058**	**116,904**	**6,154**	**129,651**
PERSONNEL	10,765	10,765	3,997	6,768	3,094
OPERATING	48,000	47,775	12,706	35,069	6,366
1409 - SPECIAL EVENTS	**58,765**	**58,540**	**16,703**	**41,837**	**9,460**
PERSONNEL	253,978	259,886	235,527	24,359	190,530
OPERATING	116,856	115,556	109,913	5,643	111,571
1410 - CHISHOLM CENTER	**370,834**	**375,442**	**345,440**	**30,002**	**302,100**
CONTINGENCY	941,985	465,953	-	465,953	(58)
TRANSFERS TO OTHER FUNDS	2,407,231	5,483,907	5,123,256	360,651	2,885,260

Required Supplementary Information
City of DeLand, Florida
General Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
TOTAL EXPENDITURES	**31,956,460**	**35,722,934**	**32,738,691**	**2,984,243**	**30,286,565**
Fund 001 - GENERAL FUND:					
TOTAL REVENUES	31,956,460	35,722,934	36,464,620	(538,253)	33,500,904
TOTAL EXPENDITURES	31,956,460	35,722,934	32,738,691	2,984,243	30,286,565
NET OF REVENUES & EXPENDITURES	-	-	**3,725,930**	**(3,522,497)**	**3,214,339**

GOVERNMENTAL FUND TYPES

SPECIAL REVENUE FUNDS

A special revenue fund is used when legal requirements restrict specific resources to be expended for specified purposes, with the exception of trust, capital projects or debt service. The confiscated Fund accounts for the receipts and disbursements of forfeited funds for law enforcement purposes. The Spring Hill Community Redevelopment Fund accounts for the revenues and expenditures of the Spring Hill Tax Increment District. The Downtown Community Redevelopment Fund accounts for the revenues and expenditures of the Downtown Tax Increment District. The Governmental Impact Fees Trust Fund accounts for projects using revenue collected from Police, Fire, Parks & Recreation and General Government Building Impact Fees paid by new construction. The Grant & Other Special Revenues Fund accounts for all capital projects and expenditures relating to grants which fund non-payroll operating expenses.

Fund 109 CONFISCATED FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	81,108.04	88,876.85
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
156.900	OTHER ASSETS - CURRENT	0.00	0.00
Total Assets		**81,108.04**	**88,876.85**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	0.00
Total Liabilities		**0.00**	**0.00**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	59,135.17	81,108.04
Total Fund Balance		**59,135.17**	**81,108.04**
Beginning Fund Balance		**59,135.15**	**81,108.04**
Net of Revenues VS Expenditures		**21,972.87**	**7,768.81**
Fund Balance Adjustments		**0.02**	**0.00**
Ending Fund Balance		**81,108.04**	**88,876.85**
Total Liabilities And Fund Balance		**81,108.04**	**88,876.85**

Required Supplementary Information
City of DeLand, Florida
Confiscated Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 109 - CONFISCATED FUND					
REVENUES					
FINES & FORFEITS	3,000	3,000	7,688	(4,688)	25,230
INTEREST REVENUES	-	-	177	(177)	444
TOTAL REVENUES	3,000	3,000	7,865	(4,865)	25,674
EXPENDITURES					
OPERATING	3,000	3,000	96	2,904	3,701
TOTAL EXPENDITURES	3,000	3,000	96	2,904	3,701
Fund 109 - CONFISCATED FUND:					
TOTAL REVENUES	3,000	3,000	7,865	(4,865)	25,674
TOTAL EXPENDITURES	3,000	3,000	96	2,904	3,701
NET OF REVENUES & EXPENDITURES	-	-	7,769	(7,769)	21,973

Fund 120 HOMELESSNESS FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	658,521.17	630,163.56
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
	Total Assets	**658,521.17**	**630,163.56**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,268.05	2,729.68
	Total Liabilities	**4,268.05**	**2,729.68**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	395,150.66	654,253.12
	Total Fund Balance	**395,150.66**	**654,253.12**
	Beginning Fund Balance	**395,150.66**	**654,253.12**
	Net of Revenues VS Expenditures	**259,102.46**	**(26,819.24)**
	Ending Fund Balance	**654,253.12**	**627,433.88**
	Total Liabilities And Fund Balance	**658,521.17**	**630,163.56**

Required Supplementary Information
City of DeLand, Florida
Homelessness Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 120 - HOMELESSNESS FUND					
REVENUES					
INTEREST REVENUES	-	-	1,348	(1,348)	4,711
CAPITAL GRANTS	-	-	125,000	(125,000)	-
MISCELLANEOUS REVENUES	404,330	404,330	220,505	183,825	291,508
USE OF RESERVES	25,000	25,000	-	25,000	-
TRANSFERS FROM OTHER FUNDS	50,000	50,000	50,000	-	50,000
TOTAL REVENUES	479,330	479,330	396,853	82,477	346,219
EXPENDITURES					
OPERATING	479,330	479,330	423,672	55,658	87,117
TOTAL EXPENDITURES	479,330	479,330	423,672	55,658	87,117
Fund 120 - HOMELESSNESS FUND:					
TOTAL REVENUES	479,330	479,330	396,853	82,477	346,219
TOTAL EXPENDITURES	479,330	479,330	423,672	55,658	87,117
NET OF REVENUES & EXPENDITURES	-	-	(26,819)	26,819	259,102

Fund 160 SPRING HILL CRA FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	204,128.64	369,746.37
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	125,000.00	31,029.31
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		**329,128.64**	**400,775.68**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,899.40	8,355.19
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	4,417.24	1,626.13
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
Total Liabilities		**9,316.64**	**9,981.32**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	631,775.98	319,812.00
Total Fund Balance		**631,775.98**	**319,812.00**
Beginning Fund Balance		**631,775.98**	**319,812.00**
Net of Revenues VS Expenditures		**(311,963.98)**	**70,982.36**
Ending Fund Balance		**319,812.00**	**390,794.36**
Total Liabilities And Fund Balance		**329,128.64**	**400,775.68**

Required Supplementary Information
City of DeLand, Florida
Spring Hill Community Redevelopment Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 160 - SPRING HILL CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	796	(796)	3,818
CAPITAL GRANTS	132,881	158,458	49,517	108,941	580,225
MISCELLANEOUS REVENUES	1,200	1,200	9,493	(8,293)	4,200
USE OF RESERVES	-	66,554	-	66,554	-
AD VALOREM	228,980	228,980	292,067	(63,087)	191,278
TOTAL REVENUES	363,061	455,192	351,873	103,319	779,521
EXPENDITURES					
OPERATING	45,812	82,362	69,450	12,912	40,798
PERSONNEL	103,648	107,740	107,433	307	101,695
CAPITAL OUTLAY	-	66,554	59,373	7,181	920,922
GRANTS & AID	105,000	105,779	5,779	100,000	2,500
CONTINGENCY	69,030	53,726	-	53,726	-
TRANSFERS TO OTHER FUNDS	39,571	39,031	38,855	176	25,571
TOTAL EXPENDITURES	363,061	455,192	280,891	174,302	1,091,485
Fund 160 - SPRING HILL CRA FUND:					
TOTAL REVENUES	363,061	455,192	351,873	103,319	779,521
TOTAL EXPENDITURES	363,061	455,192	280,891	174,302	1,091,485
NET OF REVENUES & EXPENDITURES	-	-	70,982	(70,982)	(311,964)

Fund 170 GIFT FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,199,864.91	1,830,666.78
131.000	DUE FROM OTHER FUNDS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		**1,199,864.91**	**1,830,666.78**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		**0.00**	**0.00**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	831,658.46	1,199,864.91
Total Fund Balance		**831,658.46**	**1,199,864.91**
Beginning Fund Balance		**831,658.51**	**1,199,864.91**
Net of Revenues VS Expenditures		**368,206.45**	**630,801.87**
Fund Balance Adjustments		**(0.05)**	**0.00**
Ending Fund Balance		**1,199,864.91**	**1,830,666.78**
Total Liabilities And Fund Balance		**1,199,864.91**	**1,830,666.78**

Required Supplementary Information
City of DeLand, Florida
Governmental Impact Fees Trust Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 170 - GIFT FUND					
REVENUES					
INTEREST REVENUES	-	-	3,193	(3,193)	6,867
USE OF RESERVES	-	281,840	-	281,840	-
PERMITS. FEES, & SPECIAL ASSESSMENTS	822,157	1,403,638	2,133,086	(729,448)	1,374,709
TOTAL REVENUES	822,157	1,685,478	2,136,279	(450,801)	1,381,575
EXPENDITURES					
OPERATING	-	1,481	1,480	1	-
CAPITAL OUTLAY	-	-	-	-	55,175
TRANSFERS TO OTHER FUNDS	822,157	1,683,997	1,503,997	180,000	958,194
TOTAL EXPENDITURES	822,157	1,685,478	1,505,477	180,001	1,013,369
Fund 170 - GIFT FUND:					
TOTAL REVENUES	822,157	1,685,478	2,136,279	(450,801)	1,381,575
TOTAL EXPENDITURES	822,157	1,685,478	1,505,477	180,001	1,013,369
NET OF REVENUES & EXPENDITURES	-	-	630,802	(630,802)	368,206

Fund 180 DOWNTOWN CRA FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	1,072,004.32	1,284,550.63
115.100	ACCOUNTS RECEIVABLE	15,037.85	580.33
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		**1,087,042.17**	**1,285,130.96**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	16,577.08	7,901.67
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	0.00	5.52
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
Total Liabilities		**16,577.08**	**7,907.19**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	765,561.76	1,070,465.09
Total Fund Balance		**765,561.76**	**1,070,465.09**
Beginning Fund Balance		**765,561.76**	**1,070,465.09**
Net of Revenues VS Expenditures		**304,903.33**	**206,758.68**
Ending Fund Balance		**1,070,465.09**	**1,277,223.77**
Total Liabilities And Fund Balance		**1,087,042.17**	**1,285,130.96**

Required Supplementary Information
City of DeLand, Florida
Downtown Community Redevelopment Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 180 - DOWNTOWN CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	2,775	(2,775)	8,402
MISCELLANEOUS REVENUES	14,604	14,604	14,712	(108)	19,167
USE OF RESERVES	-	718,276	-	718,276	-
AD VALOREM	526,705	526,705	529,055	(2,350)	499,853
CHARGES FOR SERVICES	58,105	58,105	60,083	(1,978)	58,528
RENTAL INCOME	-	-	94	(94)	-
TOTAL REVENUES	599,414	1,317,690	606,719	710,971	585,950
EXPENDITURES					
OPERATING	338,821	338,821	198,001	140,820	228,596
CAPITAL OUTLAY	-	882,934	162,674	720,260	600
GRANTS & AID	27,500	27,500	850	26,650	24,840
CONTINGENCY	194,658	30,000	-	30,000	-
TRANSFERS TO OTHER FUNDS	38,435	38,435	38,435	0	27,011
TOTAL EXPENDITURES	599,414	1,317,690	399,960	917,730	281,047
Fund 180 - DOWNTOWN CRA FUND:					
TOTAL REVENUES	599,414	1,317,690	606,719	710,971	585,950
TOTAL EXPENDITURES	599,414	1,317,690	399,960	917,730	281,047
NET OF REVENUES & EXPENDITURES	-	-	206,759	(206,759)	304,903

Fund 190 GRANT & SPECIAL REVENUE FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	1,024,600.28	322,424.22
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	340,106.20	385,067.37
Total Assets		**1,364,706.48**	**707,491.59**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	237,040.37	151,636.49
205.000	CONTRACTS PAYABLE	13,675.63	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
223.000	DEFERRED REVENUE	5,222.07	0.00
Total Liabilities		**255,938.07**	**151,636.49**
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
281.000	FUND BALANCE - RESTRICTED	1,438,951.26	1,108,768.41
Total Fund Balance		**1,438,951.26**	**1,108,768.41**
Beginning Fund Balance		**1,438,951.26**	**1,108,768.41**
Net of Revenues VS Expenditures		**(330,182.85)**	**(552,913.31)**
Ending Fund Balance		**1,108,768.41**	**555,855.10**
Total Liabilities And Fund Balance		**1,364,706.48**	**707,491.59**

Required Supplementary Information
City of DeLand, Florida
Grants & Special Revenue Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 190 - GRANT & SPECIAL REVENUE FUND					
REVENUES					
INTEREST REVENUES	-	-	1,234	(1,234)	10,616
CAPITAL GRANTS	186,328	1,255,946	565,923	690,023	1,100,643
USE OF RESERVES	-	650,002	-	650,002	-
TRANSFERS FROM OTHER FUNDS	224,244	304,324	304,244	80	572,688
OTHER TAXES	255,331	255,331	272,958	(17,627)	283,807
TOTAL REVENUES	665,903	2,465,603	1,144,360	1,321,243	1,967,754
EXPENDITURES					
OPERATING	479,575	724,407	537,917	186,490	354,184
CAPITAL OUTLAY	186,328	1,741,196	1,159,356	581,840	1,943,752
TOTAL EXPENDITURES	665,903	2,465,603	1,697,273	768,330	2,297,937
Fund 190 - GRANT & SPECIAL REVENUE FUND:					
TOTAL REVENUES	665,903	2,465,603	1,144,360	1,321,243	1,967,754
TOTAL EXPENDITURES	665,903	2,465,603	1,697,273	768,330	2,297,937
NET OF REVENUES & EXPENDITURES	-	-	(552,913)	552,913	(330,183)

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GOVERNMENTAL FUND TYPES

DEBT SERVICE FUND

A debt service fund is used to account for the accumulation of financial resources to be used the payment of general long-term debt principal and interest. The Debt Service Fund accounts for the revenues and expenditures for all Governmental Fund payments on long-term debt and is funded through transfers from other funds.

Fund 200 DEBT SERVICE FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	3,299.78	3,299.78
	Total Assets	**3,299.78**	**3,299.78**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	3,299.78	3,299.78
	Total Liabilities	**3,299.78**	**3,299.78**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	0.00	0.00
	Total Fund Balance	**0.00**	**0.00**
	Beginning Fund Balance	**0.00**	**0.00**
	Net of Revenues VS Expenditures	**0.00**	**0.00**
	Ending Fund Balance	**0.00**	**0.00**
	Total Liabilities And Fund Balance	**3,299.78**	**3,299.78**

Required Supplementary Information
City of DeLand, Florida
Debt Service Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 200 - DEBT SERVICE FUND					
REVENUES					
TRANSFERS FROM OTHER FUNDS	2,466,820	5,040,299	5,033,594	6,705	2,009,631
TOTAL REVENUES	2,466,820	5,040,299	5,033,594	6,705	2,009,631
EXPENDITURES					
PRINCIPAL & INTEREST	2,466,820	5,040,299	5,033,594	6,705	2,009,631
TOTAL EXPENDITURES	2,466,820	5,040,299	5,033,594	6,705	2,009,631
Fund 200 - DEBT SERVICE FUND:					
TOTAL REVENUES	2,466,820	5,040,299	5,033,594	6,705	2,009,631
TOTAL EXPENDITURES	2,466,820	5,040,299	5,033,594	6,705	2,009,631
NET OF REVENUES & EXPENDITURES	-	-	-	-	-

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GOVERNMENTAL FUND TYPES

CAPITAL PROJECTS FUNDS

A capital projects fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by proprietary funds or trust funds. The Capital Projects Fund accounts for the revenues and expenditures for all General Fund capital projects.

Fund 300 CAPITAL PROJECTS FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	926,496.97	0.00
104.000	EQUITY IN POOLED CASH	6,874,837.97	1,494,216.74
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
Total Assets		**7,801,334.94**	**1,494,216.74**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	254,448.39	419,590.31
205.000	CONTRACTS PAYABLE	39,977.17	648,062.41
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		**294,425.56**	**1,067,652.72**
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	6,077,720.71	7,506,909.38
283.000	FUND BALANCE - ASSIGNED	925,479.00	0.00
Total Fund Balance		**7,003,199.71**	**7,506,909.38**
Beginning Fund Balance		**7,003,199.71**	**7,506,909.38**
Net of Revenues VS Expenditures		**503,709.67**	**(7,080,345.36)**
Ending Fund Balance		**7,506,909.38**	**426,564.02**
Total Liabilities And Fund Balance		**7,801,334.94**	**1,494,216.74**

Required Supplementary Information
City of DeLand, Florida
Capital Projects Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 300 - CAPITAL PROJECTS FUND					
REVENUES					
INTEREST REVENUES	-	-	8,133	(8,133)	51,174
USE OF RESERVES	-	7,493,455	-	7,493,455	-
TRANSFERS FROM OTHER FUNDS	550,542	2,566,476	1,687,623	878,853	1,861,265
AD VALOREM	391,446	391,446	407,852	(16,406)	372,029
DEBT PROCEEDS	-	-	-	-	1,560,692
TOTAL REVENUES	941,988	10,451,377	2,103,607	8,347,770	3,845,160
EXPENDITURES					
CAPITAL OUTLAY	941,988	10,451,377	9,183,953	1,267,424	3,341,450
TOTAL EXPENDITURES	941,988	10,451,377	9,183,953	1,267,424	3,341,450
Fund 300 - CAPITAL PROJECTS FUND:					
TOTAL REVENUES	941,988	10,451,377	2,103,607	8,347,770	3,845,160
TOTAL EXPENDITURES	941,988	10,451,377	9,183,953	1,267,424	3,341,450
NET OF REVENUES & EXPENDITURES	-	-	(7,080,345)	7,080,345	503,710

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PROPRIETARY FUND TYPES

ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services to the general public on a continuing basis should be financed or recovered through user charges. Currently there are five enterprise funds which consist of the Water & Sewer Revenue Fund, Municipal Airport Fund, Refuse Collection Fund, Stormwater Revenue Fund and Permits & Inspections Fund.

COMPARATIVE BALANCE SHEET FOR CITY OF DELAND
Fund 401 - WATER & SEWER FUND

Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***		
101.000 CASH IN BANK	9,984,498.18	5,237,678.72
104.000 EQUITY IN POOLED CASH	17,029,977.67	22,255,104.68
115.100 ACCOUNTS RECEIVABLE	3,084,403.91	3,010,409.03
117.000 ALLOWANCE FOR UNCOLLECTIBLE AR	(609,718.50)	(386,566.56)
133.000 DUE FROM OTHER GOVERNMENTS	-	516,716.62
135.000 INTEREST & DIVIDENDS REC	21,242.14	24,130.29
151.900 INVESTMENTS - NON-CURRENT	15,468,420.56	20,203,459.29
155.000 PREPAID ITEMS	1,413.58	(0.14)
161.900 LAND	1,678,336.32	1,678,336.32
162.900 BUILDINGS	9,881,318.16	10,063,753.16
163.900 ACCUM DEPREC - BUILDINGS	(7,800,406.24)	(7,874,547.41)
164.900 INFRASTRUCTURE	107,704,457.34	120,114,729.67
165.900 ACCUM DEPREC - INFRASTRUCTURE	(29,705,335.59)	(32,353,000.35)
166.900 EQUIPMENT & FURNITURE	18,154,774.03	18,757,311.95
167.900 ACCUM DEPREC - EQUIPMENT	(11,282,035.70)	(8,389,159.57)
169.900 CONSTRUCTION WORK IN PROGRESS	7,785,809.18	7,785,809.18
190.000 DEFERRED OUTFLOW	309,432.00	273,613.00
Total Assets	**141,706,587.04**	**160,917,777.88**
*** Liabilities ***		
202.000 ACCOUNTS PAYABLE	672,250.97	1,202,130.09
205.000 CONTRACTS PAYABLE	12,788.55	47,854.28
216.000 ACCRUED SALARIES & WAGES	850,461.32	705,440.23
223.000 DEFERRED REVENUE	324,379.00	324,379.00
229.000 OTHER CURRENT LIABILITIES	2,436,475.00	2,436,735.00
290.000 DEFERRED INFLOW	40,535.00	33,809.00
Total Liabilities	**4,336,889.84**	**4,750,347.60**
*** Fund Balance ***		
274.000 NET ASSETS, INVEST IN CAPITAL	100,237,109.68	109,783,232.95
275.000 NET ASSETS, RESTRICTED	-	-
276.000 NET ASSETS, UNRESTRICTED	35,690,531.38	40,952,779.70
Total Fund Balance	**135,927,641.06**	**150,736,012.65**
Beginning Fund Balance	**127,698,723.88**	**137,369,697.20**
Net of Revenues VS Expenditures	**1,442,056.14**	**5,431,417.63**
Fund Balance Adjustments	**8,228,917.18**	**13,366,315.45**
Ending Fund Balance	**137,369,697.20**	**156,167,430.28**
Total Liabilities And Fund Balance	**141,706,587.04**	**160,917,777.88**

Required Supplementary Information
City of DeLand, Florida
Water & Sewer Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/2021
Fund 401 - WATER & SEWER FUND					
CHARGES FOR SERVICES	22,127,529	22,127,529	24,458,720	(2,331,191)	23,141,700
CHARGES FOR GOVT SERVICES	120,400	72,949	72,877	72	120,798
MISCELLANEOUS REVENUES	398,857	412,357	21,455	390,902	392,711
INTEREST REVENUES	143,813	143,813	118,281	25,532	362,173
USE OF RESERVES	-	12,028,041	-	12,028,041	-
CAPITAL GRANTS	-	1,937,164	549,768	1,387,396	101,135
TOTAL REVENUES	**22,790,599**	**36,721,853**	**25,221,102**	**11,500,751**	**24,118,517**
PERSONNEL	901,721	923,712	852,977	70,735	825,102
OPERATING	856,428	881,328	822,405	58,923	290,764
TRANSFERS TO OTHER FUNDS	2,242,439	2,242,439	2,445,872	(203,433)	2,329,375
CAPITAL OUTLAY	669,500	669,500	90,100	579,400	-
Net - Dept 4201 - UTILITIES ADMIN	**(4,670,088)**	**(4,716,979)**	**(4,211,355)**	**(505,624)**	**(3,445,241)**
PERSONNEL	699,600	717,785	653,182	64,603	541,468
OPERATING	47,469	174,946	116,816	58,130	274,580
CAPITAL OUTLAY	35,500	71,960	26,197	45,763	-
Net - Dept 4202 - ENGINEERING	**(782,569)**	**(964,691)**	**(796,195)**	**(168,496)**	**(816,048)**
PERSONNEL	434,273	445,604	416,935	28,669	402,648
OPERATING	845,469	835,536	670,459	165,077	668,826
CAPITAL OUTLAY	279,879	4,648,710	288,548	4,360,162	309,114
Net - Dept 4203 - WATER PRODUCTION	**(1,559,621)**	**(5,929,850)**	**(1,375,942)**	**(4,553,908)**	**(1,380,588)**
PERSONNEL	1,551,774	1,588,077	1,488,480	99,597	1,251,479
OPERATING	1,921,638	1,994,365	1,568,116	426,249	1,587,783
CAPITAL OUTLAY	1,736,390	1,869,646	91,649	1,777,997	348,873
Net - Dept 4204 - WATER DISTRIBUTION	**(5,209,802)**	**(5,452,088)**	**(3,148,245)**	**(2,303,843)**	**(3,188,135)**
PERSONNEL	917,487	940,739	832,519	108,220	919,554
OPERATING	1,246,010	1,296,474	1,129,440	167,034	1,071,767
CAPITAL OUTLAY	433,100	6,227,990	1,265,795	4,962,195	1,111,422
Net - Dept 4205 - WASTEWATER TREATMENT	**(2,596,597)**	**(8,465,203)**	**(3,227,754)**	**(5,237,449)**	**(3,102,742)**
PERSONNEL	1,241,495	1,272,358	1,168,326	104,032	1,106,876
OPERATING	399,969	445,569	396,808	48,761	375,775
CAPITAL OUTLAY	390,700	338,200	397,884	26,490	669,708
Net - Dept 4206 - UTILITIES MAINTENANCE	**(2,032,164)**	**(2,056,127)**	**(1,963,017)**	**(179,284)**	**(2,152,359)**
PERSONNEL	800,714	763,612	556,730	206,882	712,617
OPERATING	49,517	60,597	53,690	6,907	46,825
CAPITAL OUTLAY	108,470	101,890	87,345	14,545	-
Net - Dept 4208 - FACILITIES MAINTENANCE	**(958,701)**	**(926,099)**	**(697,765)**	**(228,334)**	**(759,442)**
PERSONNEL	974,105	998,601	837,328	161,273	810,257
OPERATING	354,514	460,914	411,793	49,121	272,817
CAPITAL OUTLAY	49,874	49,874	42,904	6,970	20,316
Net - Dept 4209 - CUSTOMER SERVICE	**(1,378,493)**	**(1,509,389)**	**(1,292,025)**	**(217,364)**	**(1,103,389)**
PERSONNEL	412,533	432,547	421,244	11,303	394,559
OPERATING	136,573	143,473	120,513	22,960	150,520
CAPITAL OUTLAY	246,330	1,724,283	1,278,474	445,809	835,464
Net - Dept 4210 - WASTEWATER COLLECTION	**(795,436)**	**(2,300,303)**	**(1,820,230)**	**(480,073)**	**(1,380,543)**
CONTINGENCY	1,895,762	2,922,666	-	2,922,666	-
SERVICES PROVIDED BY GEN GOVT	827,956	836,448	836,448	-	843,029
TRANSFERS TO OTHER FUNDS	83,410	642,010	420,707	221,303	684,752
TOTAL EXPENDITURES	**22,790,599**	**36,721,853**	**19,789,684**	**17,018,343**	**18,856,269**
TOTAL REVENUES	22,790,599	36,721,853	25,221,102	11,500,751	24,118,517
TOTAL EXPENDITURES	22,790,599	36,721,853	19,789,684	17,221,776	18,856,269
NET OF REVENUES & EXPENDITURES	**-**	**-**	**5,431,418**	**(5,721,025)**	**5,262,248**

Fund 404 WATER & WASTEWATER TRUST

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	3,632,776.09	2,432,256.62
104.000	EQUITY IN POOLED CASH	3,452,036.44	2,475,940.41
115.100	ACCOUNTS RECEIVABLE	122,123.81	70,994.08
133.000	DUE FROM OTHER GOVERNMENTS	27,888.30	1,223,671.11
135.000	INTEREST & DIVIDENDS REC	6,469.37	6,042.23
151.900	INVESTMENTS - NON-CURRENT	4,218,453.40	5,419,353.39
Total Assets		**11,459,747.41**	**11,628,257.84**
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	350,423.82	1,290,401.60
205.000	CONTRACTS PAYABLE	280,107.92	99,521.95
Total Liabilities		**630,531.74**	**1,389,923.55**
*** Fund Balance ***			
275.000	NET ASSETS, RESTRICTED	11,030,592.67	11,030,592.67
276.000	NET ASSETS, UNRESTRICTED	1,078,885.00	(201,377.00)
Total Fund Balance		**12,109,477.67**	**10,829,215.67**
Beginning Fund Balance		**12,109,477.67**	**10,829,215.67**
Net of Revenues VS Expenditures		**(1,280,262.00)**	**(590,881.38)**
Ending Fund Balance		**10,829,215.67**	**10,238,334.29**
Total Liabilities And Fund Balance		**11,459,747.41**	**11,628,257.84**

Required Supplementary Information
City of DeLand, Florida
Water & Wastewater Trust Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 404 - WATER & WASTEWATER TRUST					
REVENUES					
INTEREST REVENUES	-	-	35,746	(35,746)	114,027
CAPITAL GRANTS	1,365,870	3,128,341	1,811,308	1,317,033	75,958
MISCELLANEOUS REVENUES	-	-	(28,842)	28,842	1,444
USE OF RESERVES	2,749,266	7,319,544	-	7,319,544	-
PERMITS. FEES, & SPECIAL ASSESSMENTS	3,000,000	3,000,000	3,945,021	(945,021)	3,462,331
TOTAL REVENUES	7,115,136	13,447,885	5,763,234	7,684,651	3,653,760
EXPENSES					
CAPITAL OUTLAY	7,115,136	13,447,885	6,354,115	7,093,770	4,934,022
TOTAL EXPENDITURES	7,115,136	13,447,885	6,354,115	7,093,770	4,934,022
Fund 404 - WATER & WASTEWATER TRUST:					
TOTAL REVENUES	7,115,136	13,447,885	5,763,234	7,684,651	3,653,760
TOTAL EXPENDITURES	7,115,136	13,447,885	6,354,115	7,093,770	4,934,022
NET OF REVENUES & EXPENDITURES	-	-	(590,881)	590,881	(1,280,262)

COMPARATIVE BALANCE SHEET FOR CITY OF DELAND
Fund 430 - AIRPORT FUND

Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***		
104.000 EQUITY IN POOLED CASH	1,665,434.94	2,198,575.12
115.100 ACCOUNTS RECEIVABLE	54,939.31	12,504.99
117.000 ALLOWANCE FOR UNCOLLECTIBLE AR	(9,795.58)	(4,396.33)
133.000 DUE FROM OTHER GOVERNMENTS	529,735.08	122,862.86
141.000 INVENTORIES	374.24	523.93
155.000 PREPAID ITEMS	3,125.04	2,135.04
161.900 LAND	3,935,210.59	3,935,210.59
162.900 BUILDINGS	6,372,050.59	6,476,760.84
163.900 ACCUM DEPREC - BUILDINGS	(1,724,401.41)	(1,872,120.30)
164.900 INFRASTRUCTURE	34,831,625.37	36,509,856.56
165.900 ACCUM DEPREC - INFRASTRUCTURE	(11,034,551.80)	(10,788,728.05)
166.900 EQUIPMENT & FURNITURE	700,470.19	684,785.67
167.900 ACCUM DEPREC - EQUIPMENT	(558,689.12)	(621,631.39)
169.900 CONSTRUCTION WORK IN PROGRESS	1,824,073.81	1,824,073.81
Total Assets	**36,589,601.25**	**38,480,413.34**
*** Liabilities ***		
202.000 ACCOUNTS PAYABLE	120,917.53	91,098.92
205.000 CONTRACTS PAYABLE	66,303.00	58,101.99
208.000 DUE TO OTHER GOVERNMENTS	968.61	220.76
216.000 ACCRUED SALARIES & WAGES	76,442.67	72,664.44
220.000 DEPOSITS	71,477.44	83,630.05
223.000 DEFERRED REVENUE	27,737.93	-
236.900 ADVANCES FROM OTHER FUNDS	2,148,307.64	1,998,516.40
Total Liabilities	**2,512,154.82**	**2,304,232.56**
***Fund Balance ***		
274.000 NET ASSETS, INVEST IN CAPITAL	35,175,792.86	36,148,207.73
275.000 NET ASSETS, RESTRICTED	18,555.14	18,555.14
276.000 NET ASSETS, UNRESTRICTED	(633,313.17)	(286,896.93)
Total Fund Balance	**34,561,034.83**	**35,879,865.94**
Beginning Fund Balance	**34,056,553.76**	**34,077,446.43**
Net of Revenues VS Expenditures	**(483,588.40)**	**296,314.84**
Fund Balance Adjustments	**504,481.07**	**1,802,419.51**
Ending Fund Balance	**34,077,446.43**	**36,176,180.78**
Total Liabilities And Fund Balance	**36,589,601.25**	**38,480,413.34**

Required Supplementary Information
City of DeLand, Florida
Municipal Airport Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 430 - AIRPORT FUND					
REVENUES					
INTEREST REVENUES	4,990	4,990	4,357	633	11,129
CAPITAL GRANTS	4,820,000	6,665,914	278,338	6,387,576	613,811
MISCELLANEOUS REVENUES	5,000	5,000	2,880	2,120	32,918
USE OF RESERVES	854,718	1,087,709	-	1,087,709	-
CHARGES FOR SERVICES	98,149	98,149	32,546	65,603	58,586
RENTAL INCOME	1,594,494	1,594,494	1,562,446	32,048	1,567,951
TOTAL REVENUES	7,377,351	9,456,256	1,880,567	7,575,689	2,284,395
EXPENSES					
OPERATING	584,309	855,557	436,537	419,020	590,194
PERSONNEL	547,234	560,384	523,634	36,750	528,643
CAPITAL OUTLAY	5,776,000	7,562,962	298,543	7,264,419	504,481
CONTINGENCY	4,000	-	-	-	-
TRANSFERS TO OTHER FUNDS	231,407	238,147	86,332	151,815	85,240
SERVICES PROVIDED BY GEN GOVT	234,401	239,206	239,206	-	229,420
TOTAL EXPENDITURES	7,377,351	9,456,256	1,584,252	7,872,004	1,937,978
Fund 430 - AIRPORT FUND:					
TOTAL REVENUES	7,377,351	9,456,256	1,880,567	7,575,689	2,284,395
TOTAL EXPENDITURES	7,377,351	9,456,256	1,584,252	7,872,004	1,937,978
NET OF REVENUES & EXPENDITURES	-	-	296,315	(296,315)	346,416

Fund 440 REFUSE COLLECTION FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	199,683.97	153,953.92
115.100	ACCOUNTS RECEIVABLE	531,357.63	475,806.66
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(100,296.98)	(63,617.39)
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		**630,744.62**	**566,143.19**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	548,550.92	564,966.97
207.000	DUE TO OTHER FUNDS	0.00	0.00
220.000	DEPOSITS	75,395.03	0.00
Total Liabilities		**623,945.95**	**564,966.97**
*** Fund Balance ***			
276.000	NET ASSETS, UNRESTRICTED	22,326.85	6,798.67
Total Fund Balance		**22,326.85**	**6,798.67**
Beginning Fund Balance		**22,326.85**	**6,798.67**
Net of Revenues VS Expenditures		**(15,528.18)**	**(5,622.45)**
Ending Fund Balance		**6,798.67**	**1,176.22**
Total Liabilities And Fund Balance		**630,744.62**	**566,143.19**

Required Supplementary Information
City of DeLand, Florida
Refuse Collection Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 440 - REFUSE COLLECTION FUND					
REVENUES					
INTEREST REVENUES	-	-	369	(369)	1,582
MISCELLANEOUS REVENUES	-	-	1	(1)	6
USE OF RESERVES	-	6,799	-	6,799	-
CHARGES FOR SERVICES	4,030,200	4,075,950	4,075,963	(13)	3,977,052
TOTAL REVENUES	4,030,200	4,082,749	4,076,333	6,416	3,978,640
EXPENSES					
OPERATING	3,925,800	4,025,800	4,025,079	721	3,889,371
SERVICES PROVIDED BY GEN GOVT	104,400	56,949	56,877	72	104,798
TOTAL EXPENDITURES	4,030,200	4,082,749	4,081,956	793	3,994,168
Fund 440 - REFUSE COLLECTION FUND:					
TOTAL REVENUES	4,030,200	4,082,749	4,076,333	6,416	3,978,640
TOTAL EXPENDITURES	4,030,200	4,082,749	4,081,956	793	3,994,168
NET OF REVENUES & EXPENDITURES	-	-	(5,622)	5,622	(15,528)

COMPARATIVE BALANCE SHEET FOR CITY OF DELAND
Fund 450 - STORMWATER FUND

Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***		
101.000 CASH IN BANK	347,622	58,276
104.000 EQUITY IN POOLED CASH	983,072	1,069,404
115.100 ACCOUNTS RECEIVABLE	317,320	344,746
117.000 ALLOWANCE FOR UNCOLLECTIBLE AR	(39,693)	(62,188)
135.000 INTEREST & DIVIDENDS REC	42,560	45,741
151.900 INVESTMENTS - NON-CURRENT	1,015,545	1,304,648
155.000 PREPAID ITEMS	-	(0)
161.900 LAND	1,076,393	1,076,393
162.900 BUILDINGS	124,414	124,414
163.900 ACCUM DEPREC - BUILDINGS	(19,704)	(22,815)
164.900 INFRASTRUCTURE	4,063,309	4,642,117
165.900 ACCUM DEPREC - INFRASTRUCTURE	(808,566)	(883,822)
166.900 EQUIPMENT & FURNITURE	2,929,152	2,962,992
167.900 ACCUM DEPREC - EQUIPMENT	(1,613,745)	(1,478,814)
169.900 CONSTRUCTION WORK IN PROGRESS	84,630	84,630
190.000 DEFERRED OUTFLOW	15,836	13,028
Total Assets	**8,518,146**	**9,278,751**
*** Liabilities ***		
202.000 ACCOUNTS PAYABLE	319,173	75,156
205.000 CONTRACTS PAYABLE	-	8,349
216.000 ACCRUED SALARIES & WAGES	32,381	32,566
220.000 DEPOSITS	25,006	-
229.000 OTHER CURRENT LIABILITIES	112,369	112,787
290.000 DEFERRED INFLOW	3,235	2,723
Total Liabilities	**492,163**	**231,581**
*** Fund Balance ***		
274.000 NET ASSETS, INVEST IN CAPITAL	6,362,632	6,505,096
276.000 NET ASSETS, UNRESTRICTED	1,962,623	2,190,099
Total Fund Balance	**8,325,255**	**8,695,196**
Beginning Fund Balance	**7,709,106**	**8,025,983**
Net of Revenues VS Expenditures	**(299,272)**	**351,975**
Fund Balance Adjustments	**616,149**	**669,213**
Ending Fund Balance	**8,025,983**	**9,047,171**
Total Liabilities And Fund Balance	**8,518,146**	**9,278,751**

Required Supplementary Information
City of DeLand, Florida
Stormwater Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 450 - STORMWATER FUND					
REVENUES					
INTEREST REVENUES	10,000	10,000	9,347	653	24,148
MISCELLANEOUS REVENUES	2,000	2,000	42,475	(40,475)	8,724
USE OF RESERVES	78,178	986,621	-	986,621	-
CHARGES FOR SERVICES	1,796,274	1,946,274	1,949,070	(2,796)	1,833,769
TOTAL REVENUES	1,886,452	2,944,895	2,000,892	944,003	1,866,642
EXPENSES					
OPERATING	307,939	321,654	258,813	62,841	279,358
PERSONNEL	586,342	550,824	473,900	76,924	447,247
CAPITAL OUTLAY	727,063	1,795,539	649,349	1,146,190	616,149
CONTINGENCY	8,000	8,000	-	8,000	-
TRANSFERS TO OTHER FUNDS	5,081	11,821	9,798	2,023	30,886
SERVICES PROVIDED BY GEN GOVT	252,027	257,057	257,057	-	265,526
TOTAL EXPENDITURES	1,886,452	2,944,895	1,648,917	1,295,978	1,639,166
Fund 450 - STORMWATER FUND:					
TOTAL REVENUES	1,886,452	2,944,895	2,000,892	944,003	1,866,642
TOTAL EXPENDITURES	1,886,452	2,944,895	1,648,917	1,295,978	1,639,166
NET OF REVENUES & EXPENDITURES	-	-	351,975	(351,975)	227,476

COMPARATIVE BALANCE SHEET FOR CITY OF DELAND
Fund 480 - PERMITS & INSPECTIONS FUND

Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***		
101.000 CASH IN BANK	2,035,750.69	1,587,413.12
102.000 CASH ON HAND	100.00	100.00
104.000 EQUITY IN POOLED CASH	395,792.52	689,081.65
135.000 INTEREST & DIVIDENDS REC	2,419.52	2,259.77
151.900 INVESTMENTS - NON-CURRENT	1,577,687.91	2,026,820.61
155.000 PREPAID ITEMS	898.00	233.75
164.900 INFRASTRUCTURE	105,254.56	983,973.27
165.900 ACCUM DEPREC - INFRASTRUCTURE	(82,410.50)	(124,146.41)
166.900 EQUIPMENT & FURNITURE	204,231.19	208,601.19
167.900 ACCUM DEPREC - EQUIPMENT	(125,034.11)	(64,787.20)
169.900 CONSTRUCTION WORK IN PROGRESS	853,013.71	853,013.71
190.000 DEFERRED OUTFLOW	16,558.00	11,590.00
Total Assets	**4,984,261.49**	**6,174,153.46**
*** Liabilities ***		
202.000 ACCOUNTS PAYABLE	21,450.97	13,550.30
208.000 DUE TO OTHER GOVERNMENTS	11,453.92	15,719.73
216.000 ACCRUED SALARIES & WAGES	120,186.48	88,511.35
229.000 OTHER CURRENT LIABILITIES	87,418.00	91,595.00
290.000 DEFERRED INFLOW	6,215.00	5,429.00
Total Liabilities	**246,724.37**	**214,805.38**
*** Fund Balance ***		
274.000 NET ASSETS, INVEST IN CAPITAL	1,012,387.87	1,856,654.56
275.000 NET ASSETS, RESTRICTED	37,265.18	37,265.18
276.000 NET ASSETS, UNRESTRICTED	4,206,645.46	3,745,217.09
Total Fund Balance	**5,256,298.51**	**5,639,136.83**
Beginning Fund Balance	**5,017,593.33**	**4,737,537.12**
Net of Revenues VS Expenditures	**(518,761.39)**	**320,211.25**
Fund Balance Adjustments	**238,705.18**	**901,599.71**
Ending Fund Balance	**4,737,537.12**	**5,959,348.08**
Total Liabilities And Fund Balance	**4,984,261.49**	**6,174,153.46**

Required Supplementary Information
City of DeLand, Florida
Permits & Inspections Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 480 - PERMITS & INSPECTIONS FUND					
REVENUES					
INTEREST REVENUES	13,936	13,936	12,380	1,557	36,911
MISCELLANEOUS REVENUES	3,000	3,000	(4,636)	7,636	39,140
USE OF RESERVES	1,131,396	1,373,034	-	1,373,034	-
PERMITS. FEES, & SPECIAL ASSESSMENTS	1,253,635	1,596,986	2,178,434	(581,448)	1,462,496
CHARGES FOR SERVICES	127,000	127,000	304,659	(177,659)	191,557
TOTAL REVENUES	2,528,967	3,113,956	2,490,837	623,119	1,730,104
EXPENSES					
OPERATING	513,629	682,149	132,755	549,394	63,965
PERSONNEL	1,378,503	1,432,705	1,281,717	150,988	1,244,746
CAPITAL OUTLAY	-	147,067	48,586	98,481	238,705
CONTINGENCY	4,000	4,000	-	4,000	-
TRANSFERS TO OTHER FUNDS	89,476	269,919	129,452	140,467	77,162
SERVICES PROVIDED BY GEN GOVT	543,359	578,116	578,116	-	566,954
TOTAL EXPENDITURES	2,528,967	3,113,956	2,170,626	943,330	2,191,532
Fund 480 - PERMITS & INSPECTIONS FUND:					
TOTAL REVENUES	2,528,967	3,113,956	2,490,837	623,119	1,730,104
TOTAL EXPENDITURES	2,528,967	3,113,956	2,170,626	943,330	2,191,532
NET OF REVENUES & EXPENDITURES	-	-	320,211	(320,211)	(461,428)

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PROPRIETARY FUND TYPES

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost reimbursement basis. Currently there are two internal service funds which consists of the Health Insurance Cost Containment Fund and the Workers' Compensation Self-Insurance Fund.

Fund 500 HEALTH INSUR COST CONTAINMENT

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	150,960.82	153,928.25
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
166.900	EQUIPMENT & FURNITURE	25,638.33	9,542.00
167.900	ACCUM DEPREC - EQUIPMENT	(25,638.33)	(9,542.00)
Total Assets		**150,960.82**	**153,928.25**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	64,648.16	51,486.42
Total Liabilities		**64,648.16**	**51,486.42**
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	0.00	0.00
284.000	FUND BALANCE - UNASSIGNED	65,301.24	86,312.66
Total Fund Balance		**65,301.24**	**86,312.66**
Beginning Fund Balance		**65,301.24**	**86,312.66**
Net of Revenues VS Expenditures		**21,011.42**	**16,129.17**
Ending Fund Balance		**86,312.66**	**102,441.83**
Total Liabilities And Fund Balance		**150,960.82**	**153,928.25**

Required Supplementary Information
City of DeLand, Florida
Health Insurance Cost Containment Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 500 - HEALTH INSUR COST CONTAINMENT					
REVENUES					
INTEREST REVENUES	-	-	307	(307)	446
CHARGES FOR GOVT SERVICES	596,985	596,985	547,236	49,749	569,635
TOTAL REVENUES	596,985	596,985	547,543	49,442	570,081
EXPENDITURES					
OPERATING	564,780	564,780	499,209	65,571	516,865
SERVICES PROVIDED BY GEN GOVT	32,205	32,205	32,205	-	32,205
TOTAL EXPENDITURES	596,985	596,985	531,414	65,571	549,070
Fund 500 - HEALTH INSUR COST CONTAINMENT:					
TOTAL REVENUES	596,985	596,985	547,543	49,442	570,081
TOTAL EXPENDITURES	596,985	596,985	531,414	65,571	549,070
NET OF REVENUES & EXPENDITURES	-	-	16,129	(16,129)	21,011

Fund 510 WORK COMP SELF INS FUND

GL Number	Description	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021
*** Assets ***			
101.000	CASH IN BANK	975,259.05	698,391.21
104.000	EQUITY IN POOLED CASH	798,905.22	1,030,065.28
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	1,479.14	1,381.48
151.900	INVESTMENTS - NON-CURRENT	964,498.36	1,239,069.58
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		**2,740,141.77**	**2,968,907.55**
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	43,741.52	14,745.19
205.000	CONTRACTS PAYABLE	0.00	0.00
229.000	OTHER CURRENT LIABILITIES	843,000.00	856,000.00
Total Liabilities		**886,741.52**	**870,745.19**
*** Fund Balance ***			
282.000	FUND BALANCE - COMMITTED	300,000.00	300,000.00
284.000	FUND BALANCE - UNASSIGNED	1,288,455.46	1,553,400.25
Total Fund Balance		**1,588,455.46**	**1,853,400.25**
Beginning Fund Balance		**1,588,455.46**	**1,853,400.25**
Net of Revenues VS Expenditures		**264,944.79**	**244,762.11**
Ending Fund Balance		**1,853,400.25**	**2,098,162.36**
Total Liabilities And Fund Balance		**2,740,141.77**	**2,968,907.55**

Required Supplementary Information
City of DeLand, Florida
Worker's Compensation Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD QUARTER BALANCE 09/30/21	AVAILABLE BALANCE	YTD QUARTER BALANCE 09/30/20
Fund 510 - WORK COMP SELF INS FUND					
REVENUES					
INTEREST REVENUES	-	-	8,910	(8,910)	21,598
MISCELLANEOUS REVENUES	-	-	(6,014)	6,014	161,468
CHARGES FOR GOVT SERVICES	794,268	794,268	794,268	-	775,480
TOTAL REVENUES	794,268	794,268	797,165	(2,897)	958,546
EXPENDITURES					
OPERATING	85,100	85,100	59,999	25,101	48,712
PERSONNEL	645,168	645,168	428,403	216,765	580,889
SERVICES PROVIDED BY GEN GOVT	64,000	64,000	64,000	-	64,000
TOTAL EXPENDITURES	794,268	794,268	552,402	241,866	693,601
Fund 510 - WORK COMP SELF INS FUND:					
TOTAL REVENUES	794,268	794,268	797,165	(2,897)	958,546
TOTAL EXPENDITURES	794,268	794,268	552,402	241,866	693,601
NET OF REVENUES & EXPENDITURES	-	-	244,762	(244,762)	264,945

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Consideration re Approval of Consolidated Ground Lease, Kingspan Insulation US.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Kingspan Lease , Kingspan Leases Termination Agreement, New Office Investment - City of Deland - Kingspan

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

Kingspan Insulation US has leased four parcels of land within the airport industrial area for over 20 years and desires to consolidate three of these parcels into a single lease. The company is moving forward with a substantial investment in their buildings. This will include a complete refit of the company's existing offices at 725 Summerhill Drive, a $4m investment as well as an extending of their current office space. The goal is to create an environment (Energy Center) where it will be a center of excellence that the company can bring customers/suppliers to for product showcase purposes. Expected to complete the expansion by mid 2023. The requested consolidation and renewal shall be for a term of 20 years, beginning December 31, 2021, and ending on November 30, 2041. The overall per square foot rate of the new consolidated lease is consistent with the aggregated rate of the three individual leases.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is small fiscal impact to the City with respect to the revenue generated by the land lease. The current annual lease payments total approximately $103,274, while the new annual lease totals $96,000. Therefore, there would be reductions in annual lease revenue of about $7,274. The proposed $4 million in capital investment will result in an increase in tax revenue and job creation.

RECOMMENDATION:

Staff recommends that the City Commission approve the Ground Lease Consolidation Agreement for Kingspan Insulation US.

BACKGROUND/DISCUSSION:

N/A

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and Kingspan Insulated Panels, Inc., a Florida corporation, with its principal place of business at 725 Summerhill Drive, DeLand, Florida 32724 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this ____ day of _____, 2022**,** hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 30.21 +/- acres of land described in the attached Exhibit A, which is located at 725 East Summerhill Drive, the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Agreement shall be for a term beginning January 1, 2022, and ending on December 31, 2041, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used solely for the purpose of manufacturing, warehousing, outdoor storage and for no other purpose whatsoever. Lessee shall make no unlawful, improper or offensive use of the premises. Lessee's activities shall be limited to those activities normally associated with the business of manufacturing, warehousing and outdoor storage.

Section 4. Renewals. So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this Agreement, upon proper notice, for one (1) additional term of twenty (20) years under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Rent for the renewal term shall be determined in accordance with Section 5.A. of this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 180 days and not more than 365 days prior to the expiration date of the initial term of this Agreement and any renewal of this Agreement.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the initial sum of Ninety-six Thousand Dollars ($96,000), payable in twelve monthly installments of Eight Thousand Dollars ($8,000) each. The base rent shall be increased annually as set forth in the schedule attached hereto as Exhibit “B”, with the payments due in equal monthly installments. The annual rent increases shall take effect on January 1, 2023 and on the first day of January of each year during the term of this Agreement. All rent payments are due in advance on the first day of each month and are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments.

A. Redetermination of rent for renewal term. Rent for the renewal term of this Agreement shall be at then prevailing market rates for similarly situated properties at the DeLand Municipal Airport. Upon receipt of notice by Lessor of Lessee’s notice of Lessee’s election to exercise its option to renew this Agreement, Lessor and Lessee shall attempt to negotiate in good faith an agreed upon rental rate. If the parties are unable to reach agreement

on the rent within forty-five (45) days of the date of notice, each party shall appoint (at its own expense) a qualified MAI appraiser, who shall then appoint a third qualified MAI appraiser (whose costs shall be borne equally by the parties). These appraisers shall inspect and appraise the rental value of the property and arrive at a fair rental value for the premises based upon a value per square foot per year. This value for the property shall exclude the rental value of any improvements or renovations built or installed on the premises at the expense of Lessee. If the appraisers do not unanimously agree on the fair rental value of the premises, the base rent for the renewal period shall be established by averaging the two highest appraisals.

B. Adjustment when substantial part of premises unusable. If a substantial part of the premises is rendered unusable due to condemnation or force majeure, the rent payable by Lessee shall be adjusted in accordance with this subsection; provided, however, that Lessee shall continue to pay rent at the current rate until the adjustment amount has been finally determined in accordance with this subsection. Within 30 days of the condemnation action or event of force majeure, Lessee shall send Lessor written notice of its desire to adjust the rent in accordance with this subsection and include in that notice any proposed adjustment in the rent and the factual basis for same. If the parties are unable to reach agreement on the rent within 30 days after the notice is sent, the rent shall be determined by a panel of three (3) MAI appraisers, with one selected by Lessee, one selected Lessor, and the third selected by the other two appraisers. The rent arrived at through this subsection shall be subject to increases on the same basis as set forth in Exhibit "B". If the condition which renders a substantial part of the premises unusable is temporary, upon the termination or elimination of that condition, Lessee shall resume paying rent in the amount that would have been due had the condition never existed.

The taking by condemnation or otherwise of 30 feet or less of any of the premises immediately adjacent to a public or private road for purposes of improving that road shall not be deemed to be a taking of a substantial part of the premises.

Section 6. Taxes. In addition to applicable sales or other proper tax on rent installments, Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the land; upon any personal property, buildings, fixtures or improvements belonging to Lessee and located on the leased premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the leased premises on or before April 1st of each and every year. Nonpayment of ad valorem taxes in full by the Lessee shall create a default of this Agreement pursuant to **Section 29(B)** below. Lessee's default or termination of this Agreement shall not relieve Lessee of responsibility to pay taxes as set forth herein.

Section 7. Security deposit. [OMITTED]

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements that may be reasonable and necessary for its use of the premises. All buildings, fixtures and improvements shall remain the property of Lessee, subject to Lessor's landlord lien for rent. Lessee may remove the improvements upon the termination of this Agreement if the removal can be done in a manner that does not injure or damage the leased premises. If Lessee fails to remove the buildings, fixtures or improvements as provided, Lessor, at its option, may require Lessee to remove them. If Lessee fails to do so, Lessor may remove and dispose of the buildings, fixtures, improvements and personal property not removed by Lessee. In that case, Lessee agrees to sell, assign and

transfer to Lessor all of Lessee's right, title and interest in the buildings, fixtures, improvements and personal property not removed by Lessee for the sum of $1.00. Lessee further agrees that if Lessor removes the buildings, fixtures, improvements and personal property as provided for above, Lessee shall pay Lessor upon written demand the cost of the removal, transportation, storage and/or disposition of the property.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the leased premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably withheld. The review and approval of the plans shall be subject to all applicable federal, state and local regulations, including but not limited to all zoning and airport development regulations. In the event of a conflict among such regulations, the more restrictive shall apply. Such plans shall also be subject to the approval of the Federal Aviation Administration (FAA).

Section 10. Mortgage of Lessee's interest. Lessor may, by further agreement, consent to subordination of some of its rights as landlord to any lending institution making a loan to Lessee to be used in connection with the construction or improvement of any building or facility upon the leasehold. However, in any such subordination agreement, Lessor shall reserve the right to be made a party to any foreclosure action and shall have the right to receive absolutely all proceeds on foreclosure sale above the amount of the judgment in foreclosure, and shall have the right to bid at foreclosure sale. Any subordination agreement shall provide for maintaining current at all times all payments owed to Lessor under this Agreement.

No mortgage or foreclosure or the consent thereto shall be deemed to encumber or affect Lessor's title to the real property which is demised in this Agreement. A copy of the mortgage instrument shall be provided to Lessor not more than 30 days after execution of the mortgage. Lessee shall at that time also provide Lessor the name and mailing address of a representative of the mortgagee authorized to receive notices under this Agreement. During the period of time that the mortgage remains unsatisfied, Lessor shall send the mortgagee a copy of any notices from Lessor to Lessee at the same time that notice is sent to Lessee.

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of nonresponsibility of Lessor, stating that Lessor is not responsible for payment of any labor, materials or services provided Lessee and that the leased premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. Lessee is an existing tenant of the premises and this lease consolidates and renews existing leases. As such, Lessee acknowledges that it is familiar with the leased premises which it currently occupies and accepts them in their present condition**.** During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or

maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever.

Section 14. Maintenance of premises exteriors. Lessee recognizes that Lessor has special economic and other interests in maintaining the clean, neat and orderly appearance of grounds and the exterior of structures at the DeLand Municipal Airport. Accordingly, Lessee shall landscape the premises in a manner acceptable to Lessor and keep the grounds and the exterior of structures on the premises in a clean, neat and orderly appearance. In the event Lessee fails substantially to correct a breach of this section within ten (10) days after Lessor sends written notice of such breach, Lessor shall have the right, but not the duty, to undertake any such required maintenance or landscaping, and the cost thereof, together with interest thereon, shall be collectable as additional rent.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the Agreement term, reasonable wear, tear and damage by the elements excepted. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

A. All building, zoning, sign, airport development and fire protection regulations.

B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.

C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.

D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 17. Utility payments. Lessee shall pay all utilities for the leased premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. The following operations, activities and uses are specifically prohibited on the leased premises:

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of

enforcing this subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

B. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby premises by other lessees of Lessor.

C. Any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the DeLand Municipal Airport, or would otherwise constitute an airport hazard.

D. The use of the premises in violation of any applicable federal, state or local law, rule or regulation.

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

A. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

B. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

C. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular

business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

D. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

E. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 20. Duties of Lessor. During the term of this Agreement, Lessor shall:

A. Continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

B**.** Allow Lessee free access to the premises over public roads leading to the leased premises and allow Lessee access to public airport facilities.

C. Not permit the construction by any other entity under its control of any improvements or structures which would interfere with Lessee's ingress and egress to the premises.

Section 21. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof.

Section 22. Non-assignability. Lessee shall not assign this Agreement without the prior written approval of Lessor, which approval may not be unreasonably withheld. Any attempted assignment in contravention hereof shall be void.

No assignment shall relieve Lessee of its obligation to pay the rent provided for in this Agreement in the event of a default by the assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment not less than 60 days prior to its proposed execution, and Lessor shall send Lessee notice of its consent or refusal to consent not less than 30 days thereafter.

Section 23. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

A. In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

B. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

C. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

D. The premises shall be used in compliance with DOT Regulations.

E. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 24. Liability insurance, indemnity and holdharmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting

from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than $1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 26. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three (3) calendar months before seeking reinstatement.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. The performance of all provisions of this Agreement (except for the payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions

arising therefrom, the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business on the premises, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor, except for any portion of the award made for loss of improvements belonging to Lessee or for loss of Lessee's leasehold interest in the premises taken.

The taking of 30 feet or less of any of the leased premises immediately adjacent to a public or private road for improvement of that road shall not be deemed to be a taking of a substantial portion of the premises.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Carlo Vezza, Sr. Financial Accountant
Kingspan Insulated Panels, Inc.
725 Summerhill Drive
DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

Section 37. Signs. Lessee shall be allowed to install signs and advertisements promoting the business conducted by Lessee subject to the written consent of the Lessor, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard Ground Lease for the DeLand Municipal Airport may have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Subleases. Lessee may not sublease the premises without the express written consent of the Lessor, which consent shall not be unreasonably withheld.

Section 46. Special Conditions - Screening for Outdoor Storage – Lessee shall be required to install screening in accordance with City of DeLand regulations around any outdoor storage areas of the leased premises and such outside storage must otherwise comply with all applicable governmental regulations.

Section 47. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

[SIGNATURE BLOCK ON NEXT PAGE]

EXECUTED by the Lessee this _____ day of _____, 2021.

EXECUTED by the Lessor this _____ day of _____, 2021.

CITY OF DELAND, LESSOR

_____
Robert F. Apgar
Mayor-Commissioner

Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

KINGSPAN INSULATED PANELS, INC. LESSEE

By:_____
Carlo Vezza, Sr. Financial Accountant

Address: Kingspan Insulated Panels, Inc.
725 Summerhill Drive
DeLand, Florida 32724

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

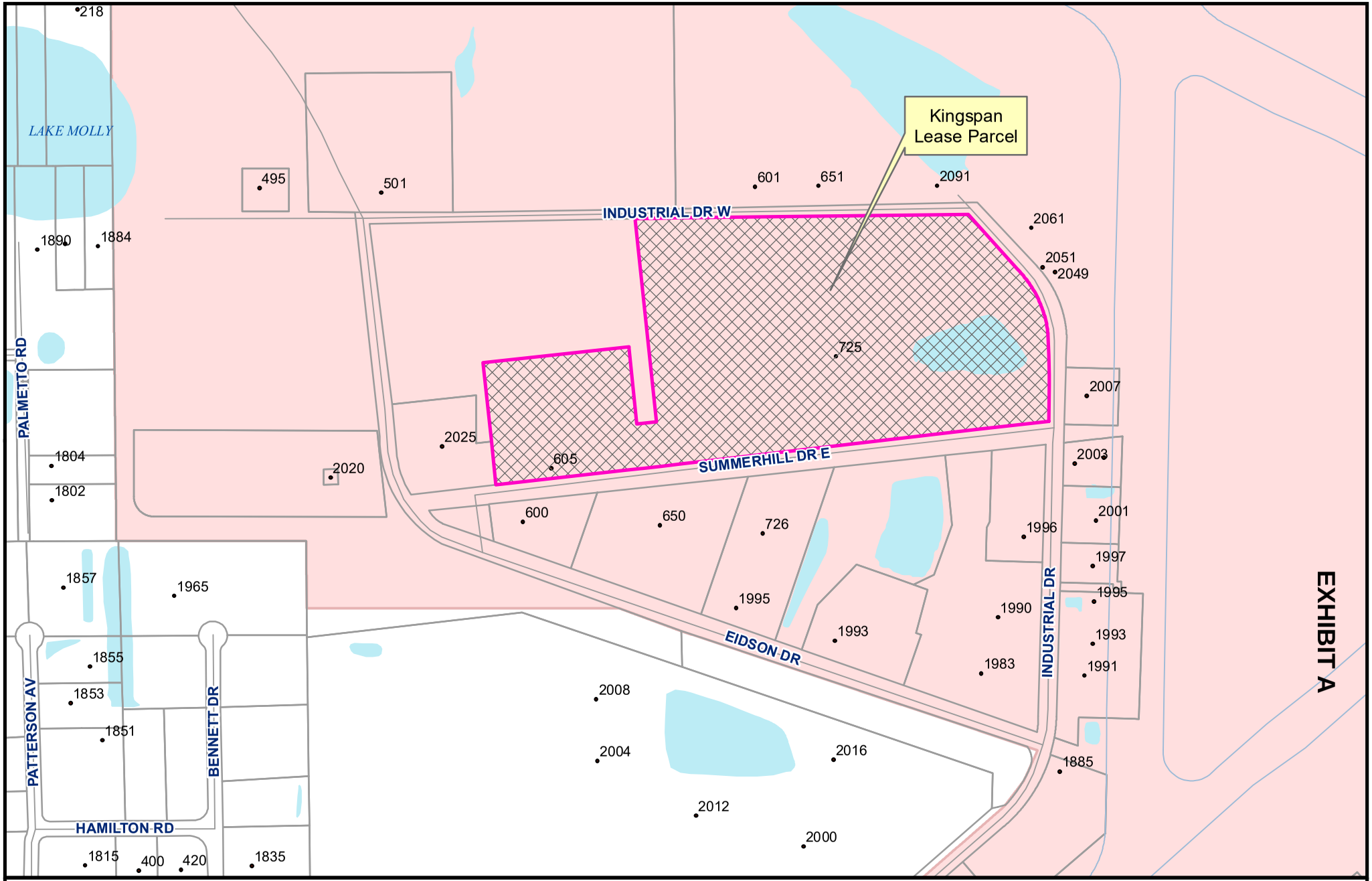
_____
(Print Name)

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

_____
(Print Name)

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720



Prepared by:
City of DeLand Planning Dept.
December 20, 2021

This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.

Kingspan Lease Parcel

Runway/Taxiways
Kingspan Lease Parcel
DeLand Municipal Airport
DeLand City Limits
Parcel Lines

Sources: Volusia County GIS
City of DeLand Planning Dept.

N

1 inch = 450 feet

EXHIBIT "B"

2023	$97,632.00
2024	$99,291.74
2025	$100,979.70
2026	$102,696.36
2027	$104,442.20
2028	$106,217.71
2029	$108,023.42
2030	$109,859.81
2031	$111,727.43
2032	$113,626.80
2033	$115,558.45
2034	$117,522.95
2035	$119,520.84
2036	$121,552.69
2037	$123,619.09
2038	$125,720.61
2039	$127,857.86
2040	$130,031.44
2041	$132,241.98

LEASE TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of December, 2021 by and between the City of DeLand, a Florida municipal corporation, (hereinafter the "Landlord") and Kingspan Insulated Panels, Inc., a Florida corporation (hereinafter the "Tenant").

WITNESSETH:

WHEREAS, Landlord entered into the following Ground Lease Agreements:

- A-006 – 5.0 Acres – Lease Date September 15, 1998 – Maximum Term 43 Years
- A-009 – 25.0 Acres - Lease Date March 9, 1994 – Maximum Term 47 Years
- A-005 – 0.21 Acres - Lease Date July 7, 1998 – Term is month to month

(hereinafter the "Leases"); and

WHEREAS, the Landlord and the Tenant have agreed to consolidate the Leases into one new lease, with the new lease commencing on January 01, 2022; and

WHEREAS, Landlord and Tenant desire to terminate the Leases prior to their stated expiration dates for the sole purpose of replacing the Leases with a new consolidated lease; and

WHEREAS, the termination of the Leases shall be effective contemporaneously with the commencement of the new consolidated lease, such the Tenant's possession of the properties leased pursuant to the Leases shall be uninterrupted; and

WHEREAS, any provisions of the Leases which by the terms of the Leases was intended to survive the expiration or termination of the Leases shall survive the termination of the Leases and shall be unaffected by this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. Termination of Leases. The Leases shall terminate effective as of 12:00 am on January 1, 2022 (the "Termination Date"), it being the intent of the parties that the a new consolidated lease will be entered into between the Landlord and the Tenant, which new lease will be effective upon the termination of the Leases.

2. Rent Releases. Landlord hereby releases Tenant from the obligation to pay the balance of the rentals due under the Leases.

3. Authority. Each party represents to the other that it has full power and authority to execute this Agreement.

4. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been

made by the parties other than as appear in this Agreement. This Agreement shall not be amended or modified except in writing signed by both parties.

5. Miscellaneous. The warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

CITY OF DELAND, a Florida
Municipal Corporation

By: _____
Robert F. Apgar, Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy, City Clerk - Auditor

TENANT:

Kingspan Insulated Panels, Inc.

By: _____
(Signature)

_____
(Print Name and Title)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2021 by _____, the _____ of Kingspan Insulated Panels, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of Florida

DECEMBER 7TH 2021

New corporate office investment

City of Deland

GM-Ultium Cells
Lordstown, OH
1.7 million sft QuadCore®
1.3 million sft MF

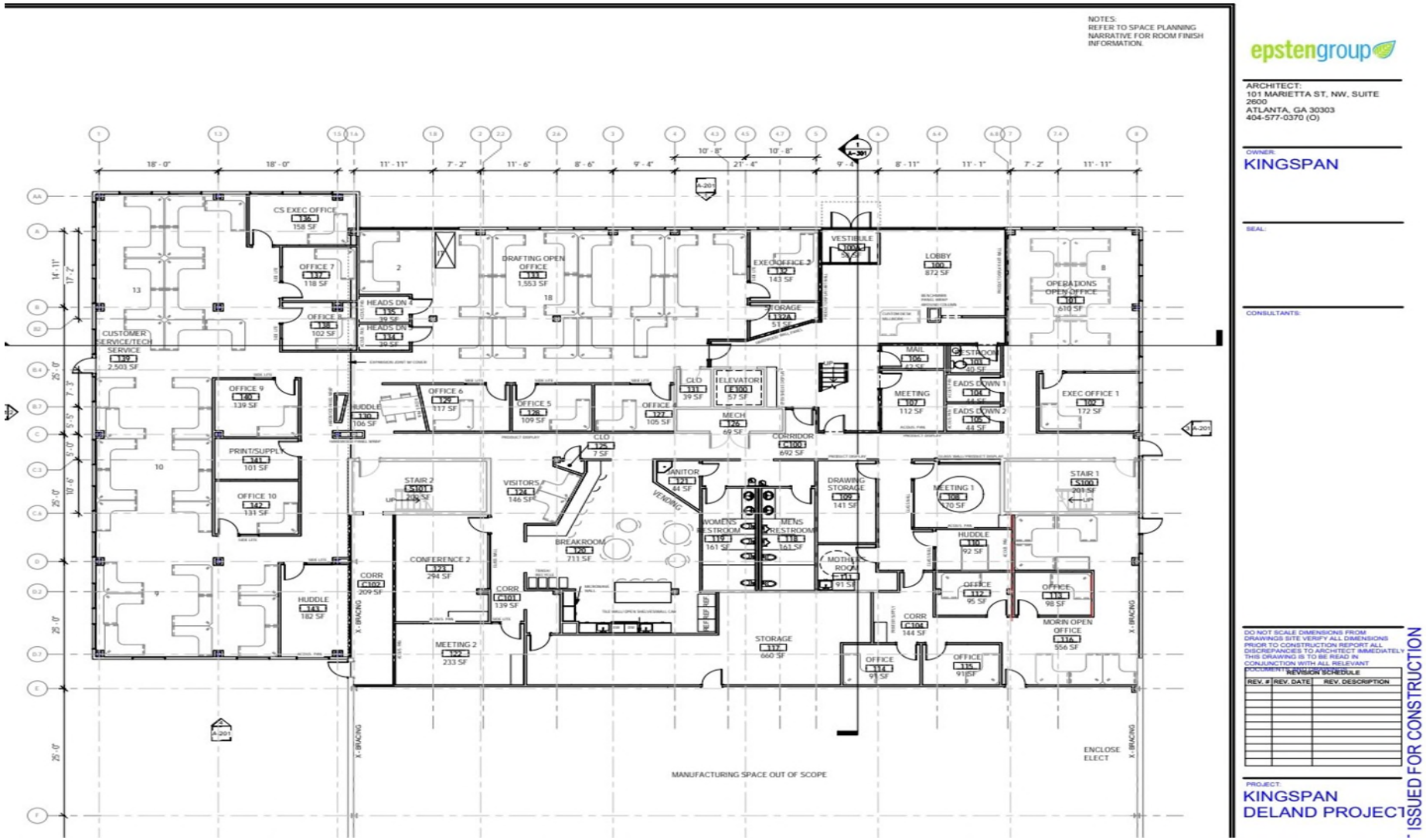
Kingspan Panels North America – Corporate office investment

- Complete refit of existing offices
- $4m + investment – Currently getting detailed quotes
- Extend office space by c.25%
- Showcase of building envelope products that Kingspan manufactures worldwide including Insulated metals panels, Architectural rain screen, led lighting, prismatic natural lighting etc.
- Create an environment where it will be a center of excellence that we can bring customers/suppliers to
- Be best in class environmentally and achieve Leed certification
- Expected to complete mid 2023

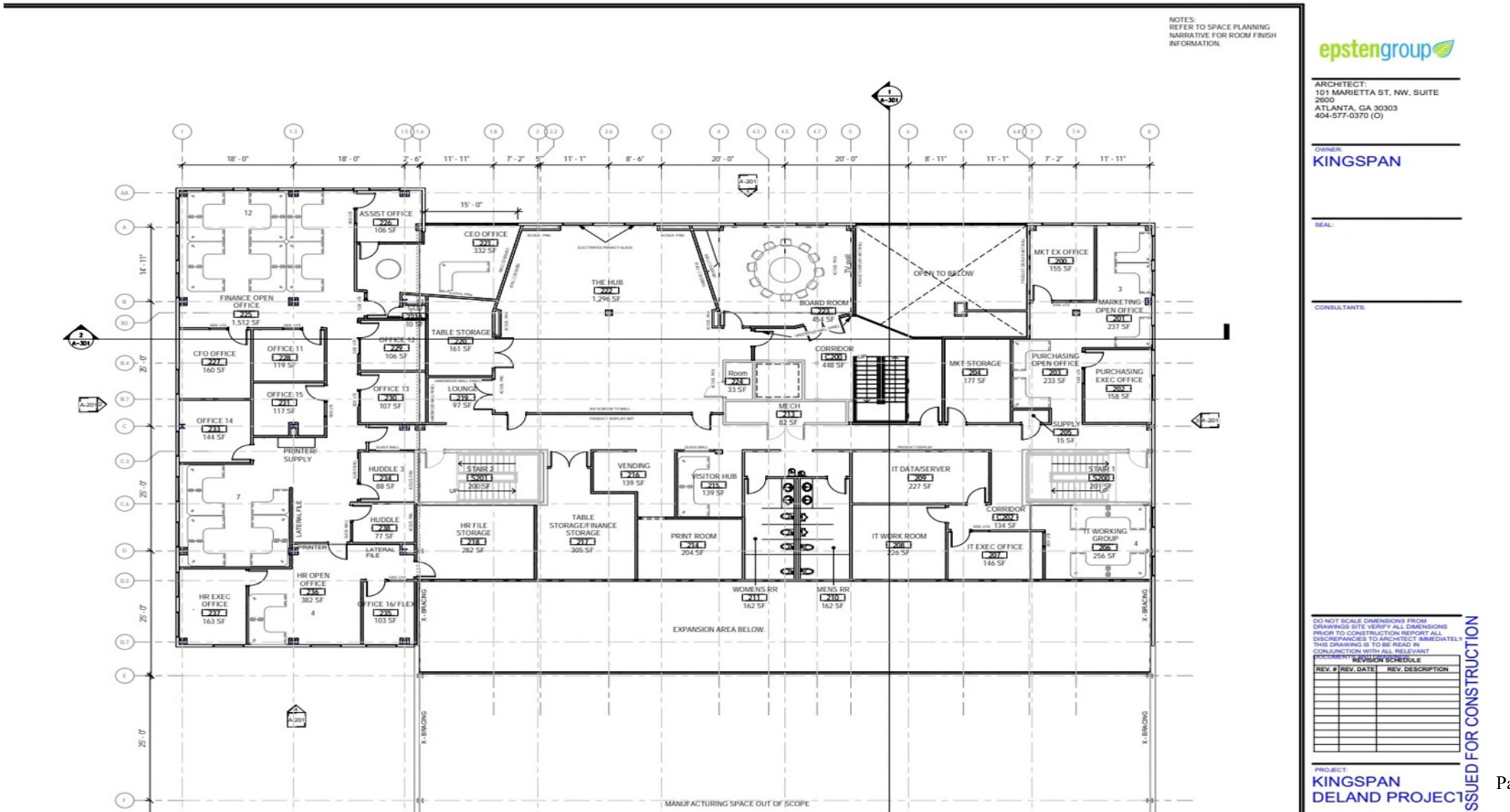
Corporate office investment – Outside rendering

Corporate office investment – Lobby rendering

Corporate office investment – Layout Ground Floor



Corporate office investment – Layout First floor



epstengroup

ARCHITECT:
101 MARIETTA ST, NW, SUITE 2600
ATLANTA, GA 30303
404-577-0370 (O)

OWNER:
KINGSPAN

SEAL:

CONSULTANTS:

DO NOT SCALE DIMENSIONS FROM DRAWINGS SITE VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION REPORT ALL DISCREPANCIES TO ARCHITECT IMMEDIATELY THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT DOCUMENTS

REVISION SCHEDULE

REV. #	REV. DATE	REV. DESCRIPTION

PROJECT:
KINGSPAN
DELAND PROJECT

ISSUED FOR CONSTRUCTION

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Consideration re Award of Bid, Truck Mounted Paint Sprayer.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tab

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

The current fiscal year budget contains a capital line item to purchase a new Truck-Mounted Paint Sprayer. This new unit will allow City staff to safely and proactively refresh large scale road markings city-wide. The current equipment will continue to utilized for smaller projects as it was originally intended for.

Bid documents for this project were developed by City staff. The project was advertised in the local news media and via internet-based DemandStar system. A total of two bids were received and are tabulated on the attached bid form. Bids range from a low of $39,825 to $44,500 for a new unit.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government. Effectively maintain roadway markings to ensure safety and compliance with MUTCD standards.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest responsive bid received for the Truck-Mounted Paint Sprayer is from Traffic Supplies & Distribution in the amount of $39,825.00. Funds in the amount of $53,200 were budgeted in the Capital Fund to pay for the equipment.

RECOMMENDATION:

It is recommended the City Commission award the bid for the Truck-Mounted Paint Sprayer to Traffic Supplies & Distribution in the amount of $39,825.00.

BACKGROUND/DISCUSSION:

This Truck-Mounted Paint Sprayer was researched and found sufficiently adequate to perform large scale maintenance on the double yellow center line markings city-wide. Equipment will be mounted to an existing vehicle.

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

BID TABULATION SHEET

Bid Title: Truck-Mounted Paint Sprayer
Bid No: B-22-05
OPENING DATE & TIME: December 9, 2021 @ 3:00 PM
POSTING DATE: December 14, 2021 **POSTED BY: Corey McMillen**

Vendor	Vendor City/State	Total
Traffic Supplies & Distribution LLC	**Fort Pierce, FL**	**$39,825.00**
Florida Transcor	Jacksonville, FL	$44,500.00

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.

CITY OF DELAND
Request for Commission Action
January 3, 2022

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 28, 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. 2022 -

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		**40,648,529**	**609,009**	**0**	**41,257,538**
	Other Sources				
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	609,009	0	609,009
EXPENDITURES		**40,648,529**	**609,009**	**0**	**41,257,538**
	City Clerk				
001-0102-547-100	PRINTING & BINDING	19,025	13,000	0	32,025
	Information Services				
001-0110-531-100	PROFESSIONAL SERVICES	159,070	43,334	0	202,404
001-0110-546-400	EQUIPMENT MAINTENANCE	1,397,115	68,345	0	1,465,460
001-0110-552-200	OPERATING CAPITAL	222,050	53,512	0	275,562
	Police				
001-1226-546-300	A/C MAINTENANCE	26,074	11,456	0	37,530
001-1226-552-100	OPERATING SUPPLIES	133,156	38,127	0	171,283
	Streets				
001-1302-531-100	PROFESSIONAL SERVICES	90,000	3,625	0	93,625
001-1302-553-100	ROAD MATERIALS & SUPPLIES	74,000	13,175	0	87,175
	Trees				
001-1303-534-100	CONTRACTUAL SERVICES	47,810	20,000	0	67,810
	Parks				
001-1403-552-200	OPERATING CAPITAL	94,688	4,950	0	99,638
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,187,605	339,485	0	2,527,090

GIFT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**1,405,392**	**180,000**	**0**	**1,585,392**
170-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	180,000	0	180,000
EXPENDITURES		**1,405,392**	**180,000**	**0**	**1,585,392**
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	160,500	180,000	0	340,500

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**7,158,889**	**672,415**	**0**	**7,831,304**
	Grant Revenue				
190-0000-331-390-BRWN17	EPA BROWNFIELD	0	117,482	0	117,482
190-0000-331-500-PW2002	ROW ADA IMPROV (2020 CDBG)	0	91,071	0	91,071
190-0000-331-500-PW2101	ROW ADA IMPROV (2021 CDBG)	0	189,594	0	189,594
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	0	224,925	0	224,925
	Other Sources				
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	49,343	0	49,343
EXPENDITURES		**7,158,889**	**672,415**	**0**	**7,831,304**
	Planning				
190-1118-531-200-BRWN17	EPA BROWNFIELD	0	158,506	0	158,506
	Streets				
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	0	89,684	0	89,684
190-1302-663-000-PW2101	ROW ADA IMPROV (2021 CDBG)	0	189,594	0	189,594
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	0	224,925	0	224,925
	Parks				
190-1403-663-000-PR1801	SPERLING SPORTS COMPLEX - ECHO	0	9,706	0	9,706

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**2,593,435**	**1,232,304**	**0**	**3,825,739**
	Other Sources				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,187,605	335,265	0	2,522,870
300-9999-381-160	TRANSFER FROM SH CRA FUND	11,804	150	0	11,954
300-9999-381-170	TRANSFER FROM GIFT FUND	160,500	180,000	0	340,500
300-9999-381-401	TRANSFER FROM W&S FUND	93,223	218,806	0	312,029
300-9999-381-430	TRANSFER FROM AIRPORT FUND	15,608	1,975	0	17,583
300-9999-381-450	TRANSFER FROM STORMWATER FUND	15,206	1,975	0	17,181
300-9999-381-480	TRANSFER FROM P&I FUND	95,119	118,247	0	213,366
300-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	375,886	0	375,886

CAPITAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		**2,593,435**	**1,232,304**	**0**	**3,825,739**
	Information Technology				
300-0110-663-000-IT1902	REPLACE ERP SYSTEM	0	139,731	0	139,731
300-0110-663-000-IT1905	RECORD MGMT PLAN SERVICES	0	36,750	0	36,750
300-0110-663-000-IT2001	ADA/ERP/PHONE	0	9,888	0	9,888
300-0110-663-000-IT2007	PANASONIC ARBITRATOR SYSTEM	0	19,900	0	19,900
300-0110-663-000-IT2101	ACCELA PLATFORM ENHANCEMENTS	0	101,063	0	101,063
300-0110-663-000-IT2103	CLOSED CAPTIONING	0	15,000	0	15,000
300-0110-663-000-IT2105	FIREHOUSE INSPECTOR	0	12,600	0	12,600
300-0110-663-000-IT2111	WW POLE BARN CAMERAS (401)	0	10,760	0	10,760
300-0110-664-000-IT1806	SANBORN CENTER AVI	0	11,111	0	11,111
300-0110-664-000-IT2012	CUSTOMER SERVICE PAYMENT KIOSK	0	97,352	0	97,352
	Fire				
300-1222-662-000-FR1802	NEW FIRE STATION {81}	0	291,546	0	291,546
300-1222-664-000-FR2104	HEAVY DUTY DIAGNOSTIC SCANNER	0	8,295	0	8,295
300-1222-664-000-FR2202	FIRE STATION #81 FFE	125,001	73,752	0	198,753
	Police				
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	0	160,555	0	160,555
300-1226-664-000-PD2110	DOOR ACCESS CONTROL SYSTEM	0	8,565	0	8,565
	Streets				
300-1302-664-000-PW2103	HYDRAULIC TRUCK POST PULLER	0	6,650	0	6,650
300-1302-664-000-PW2105	REPLACE MOWER 132-5512	0	9,400	0	9,400
	Trees				
300-1303-664-000-PW2108	NEW PROPAGATION GREENHOUSE	0	26,636	0	26,636
	Parks				
300-1403-664-000-PR2105	STADIUM SEATS - MELCHING FIELD	0	12,750	0	12,750
300-1403-663-000-PR2106	LIGHTS AT SPERLING SOFTBALL FIELDS	25,500	180,000	0	205,500

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**35,931,079**	**12,188,537**	**0**	**48,119,616**
	Grant Revenue				
401-0000-389-700	COST SHARE FROM DELTONA	0	4,500	0	4,500
401-0000-389-710	COST SHARE FROM ORANGE CITY	0	4,500	0	4,500
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	0	4,500	0	4,500
401-0000-389-310-UT2010	US92 RECLAIM STORAGE AND REPUM	0	1,284,830	0	1,284,830
401-0000-389-410-UT2010	US92 RECLAIM STORAGE AND REPUM	0	133,766	0	133,766
	Other Sources				
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	10,756,441	0	10,756,441

WATER & SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		**35,931,079**	**12,188,537**	**0**	**48,119,616**
	Utilities Administration				
401-4201-531-100	PROFESSIONAL SERVICES	159,550	130,480	0	290,030
401-4201-662-000-UT2104	UTILITIES ADMIN BLDG DESIGN	0	442,709	0	442,709
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	15,000	49,279	0	64,279
401-4202-664-000-EG2102	EQUIPMENT	0	36,460	0	36,460
	Water Production				
401-4203-531-100	PROFESSIONAL SERVICES	64,100	18,000	0	82,100
401-4203-546-100	BUILDING MAINTENANCE	89,987	12,854	0	102,841
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	0	568,370	0	568,370
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	0	1,224,659	0	1,224,659
401-4203-663-000-UT2003	WP#10 DESIGN	0	2,158,858	0	2,158,858
401-4203-664-000-UT2114	WP#4 HIGH SVC PUMP REPLACEMENT	0	28,450	0	28,450
401-4203-664-000-UT2115	WP#9 SUBMERSIBLE MIXING SYSTEM	0	41,550	0	41,550
401-4203-664-000-UT2116	WP#9 VFD REPLACEMENT	0	27,165	0	27,165
	Water Distribution				
401-4204-552-100	OPERATING SUPPLIES	511,460	62,731	0	574,191
401-4204-662-000-UT2103	SHED#1 POLE BARN ENCLOSURE	0	50,200	0	50,200
401-4204-663-000-UT1912	SR44 BRIDGE UTILITY RELOCATION	0	66,140	0	66,140
401-4204-663-000-UT2002	WATER MAIN RELOCATION SR44	0	28,768	0	28,768
401-4204-663-000-UT2106	EDISON WATER MAIN	0	605,508	0	605,508
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	0	60,282	0	60,282
401-4204-663-000-UT2108	W SR 44 UTILITY RELOCATION	0	457,356	0	457,356
401-4204-664-000-UT2041	AWNING FOR OUTSIDE SUPPLIES	0	15,300	0	15,300
401-4204-664-000-UT2117	GRUNDOMAT BORING TOOL	0	5,900	0	5,900
401-4204-664-000-UT2118	METER REPLACEMENT	0	480,000	0	480,000
	Wastewater Treatment				
401-4205-531-100	PROFESSIONAL SERVICES	76,050	10,919	0	86,969
401-4205-663-000-UT2004	RECLAIM BORROW PIT LOAD	0	295,600	0	295,600
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	0	1,833,356	0	1,833,356
401-4205-663-000-UT2009	RECLAIM ADELLE AVE LOOP	0	19,590	0	19,590
401-4205-663-000-UT2010	US92 RECLAIM STORAGE AND REPUM	0	2,409,755	0	2,409,755
401-4205-663-000-UT2109	RECLAIM BORROW PIT DESIGN	0	400,000	0	400,000
	Wastewater Collection				
401-4210-663-000-UT1914	SPRING HILL SANITARY SEWER PH3	0	127,028	0	127,028
401-4210-663-000-UT1915	UTILITY RELOCATION ORANGE CAMP	0	234,909	0	234,909
401-4210-663-000-UT2110	MANHOLE REHAB (35-50)	0	15,245	0	15,245
401-4210-663-000-UT2111	SEWER LINE REHABILITATION	0	52,310	0	52,310
	Transfers				
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	93,223	218,806	0	312,029

WATER & WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**6,358,186**	**6,563,999**	**0**	**12,922,185**
	Grant Revenue				
404-0000-389-410-WW2102	ALABAMA/AMELIA RECLAIM EXT	0	215,133	0	215,133
404-0000-389-410-WW2103	RECLAIM WATER EXP 4A & ADELLE	0	550,950	0	550,950
	Other Sources				
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	5,797,916	0	5,797,916
EXPENDITURES		**6,358,186**	**6,563,999**	**0**	**12,922,185**
404-4240-663-000-WW1902	RECLAIM EXP PHASE 4 - DESIGN	0	54,166	0	54,166
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	0	82,722	0	82,722
404-4240-663-000-WW2003	SPRING HILL SANITARY SEWER PH	0	42,530	0	42,530
404-4240-663-000-WW2101	2021 WATER MAIN IMPROVEMENTS	0	1,631,359	0	1,631,359
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	0	917,884	0	917,884
404-4240-663-000-WW2103	RECLAIM WATER EXP 4A & ADELLE	0	3,776,428	0	3,776,428
404-4240-663-000-WW2104	WRF SOUTH REUSE PUMP STATION	0	58,910	0	58,910

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**2,461,062**	**7,506,888**	**0**	**9,967,950**
	Grant Revenue				
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	0	3,104,718	0	3,104,718
430-0000-389-200-AP2104	WILDLIFE MANAGEMENT PLAN	0	40,292	0	40,292
430-0000-389-200-AP2105	AIRPORT RESCUE GRANT	0	59,000	0	59,000
430-0000-389-200-APCARE	FAA-AIRPORT CARES ACT	0	1,797	0	1,797
430-0000-389-200-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	0	16,031	0	16,031
430-0000-389-210-BRWN17	EPA BROWNFIELD	0	117,898	0	117,898
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	0	420	0	420
430-0000-389-320-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	0	856,484	0	856,484
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	0	1,355,558	0	1,355,558
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	0	595,381	0	595,381
430-0000-389-320-AP2102	SECURITY CAMERAS & FENCING	0	240,000	0	240,000
	Other Sources				
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	1,119,309	0	1,119,309
EXPENDITURES		**2,461,062**	**7,506,888**	**0**	**9,967,950**
430-4300-531-200-BRWN17	EPA BROWNFIELD	0	156,849	0	156,849
430-4300-599-500-AP2105	AIRPORT RESCUE GRANT	0	59,000	0	59,000
430-4300-599-500-APCARE	FAA-AIRPORT CARES ACT	0	1,797	0	1,797
430-4300-599-500-APCRGP	FAA-AIRPORT CORONAVIRUS RESPONSE GRANT	0	16,031	0	16,031
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	0	1,694,447	0	1,694,447
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN	0	3,105,243	0	3,105,243
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	0	1,356,028	0	1,356,028
430-4300-663-000-AP2002	3-1200 GAL FUEL FARM	0	744,226	0	744,226
430-4300-663-000-AP2102	SECURITY CAMERAS & FENCING	14,000	300,000	0	314,000
430-4300-663-000-AP2103	NEW FENCE - SPORT VILLAGE	0	31,000	0	31,000
430-4300-663-000-AP2104	WILDLIFE MANAGEMENT PLAN	0	40,292	0	40,292
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	15,608	1,975	0	17,583

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**2,668,703**	**980,847**	**0**	**3,649,550**
	Other Sources				
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	980,847	0	980,847
EXPENDITURES		**2,668,703**	**980,847**	**0**	**3,649,550**
450-4500-663-000-SW2001	REPLACE K-MART PUMP STATION	0	700,297	0	700,297
450-4500-663-000-SW2101	CITY HALL DRAINAGE PIPE 24"	0	111,090	0	111,090
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITIO	0	71,978	0	71,978
450-4500-663-000-SW2103	BOSTON/RICH AVE DRAINAGE IMPRO	0	65,019	0	65,019
450-4500-663-000-SW2114	WATERFORD LAKES SW PIPE LINING	0	13,813	0	13,813
450-4500-664-000-SW2107	BROOM ATTACH FOR NEW SKID STEER SLV95-2S	0	5,770	0	5,770
450-4500-664-000-SW2110	MOW HEAD ATTACH NEW SKID STEER SLV95-2S	0	10,905	0	10,905
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	15,206	1,975	0	17,181

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**2,550,125**	**727,056**	**0**	**3,277,181**
	Other Sources				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	727,056	0	727,056
EXPENDITURES		**2,550,125**	**727,056**	**0**	**3,277,181**
480-4800-531-100	PROFESSIONAL SERVICES	40,000	400,000	0	440,000
480-4800-552-200	OPERATING CAPITAL	15,600	110,328	0	125,928
480-4800-663-000-PI1701	LAND MGMT UPGRADE	0	8,356	0	8,356
480-4800-663-000-PI2103	P&I OFFICE RENNOVATIONS	65,000	25,000	0	90,000
480-4800-664-000-PI2101	2021 FORD F-150 CREW CAB	0	31,442	0	31,442
480-4800-664-000-PI2102	2021 FORD F-150 SUPER CAB TRUCK	0	33,683	0	33,683
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	95,119	118,247	0	213,366

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 3rd day of January, 2022.

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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 Glocks (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)

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
January 3, 2022

SUBJECT: Consideration re Appointment of City Commission Member to the Construction Management Request for Qualification Selection Committee for the Utility Administration Building.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS:

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

During FY 19/20 studies began to evaluate and develop concept designs for the construction of a Utility Administration Building (UAB). The FY 20/21 budget provided further funding to develop detailed construction plans. Schenkel Shultz was the selected Architectural firm to provide the design package and we have been working diligently with them to finalize these by March of 2022. The four-year planning and design phase will culminate with the $11 million programming that was included in the FY 21/22 budget.

The Utility Department's need for additional office space has been a known issue for many years. This facility will also provide for much needed emergency management support and response space, staff conference/training rooms, and a singular building where administrative staff will be housed so as to create efficiencies and better communication between utility work groups and supervision.

The Wiley M. Nash Water Reclamation Facility (WRF) and its related campus will experience an unprecedented amount of construction activity over the next several years. This construction activity includes; a $35 Million WRF plant expansion project, the construction of the UAB and other building and campus coordination projects. These issues, coupled with increasing world-wide supply chain issues and construction challenges generally related to COVID-19 has caused us to look at the most efficient way to procure/deliver the completed UAB project.

Schenkel Shultz staff and representatives of all Departments of the Public Services Department met and discussed the best, most cost effective, and cooperative way to procure this very important facility. It was decided that we should possibly move forward with procuring the building using the construction management (CM) qualification-based system, if it does not delay bidding of the project. This system has many important facets associated with it such as; including the CM as part of the final engineering and architectural design review team, permitting the CM to perform regular cost estimating of the project prior to bidding to ensure the project scope is aligning with the overall project budget, and better cooperation, teaming and partnership during the duration of the oneyear construction phase.

Staff is finalizing the development of a Request for Qualifications for Construction Management Services (CM-RFQ), provided that the City Commission approves of this method of construction. According to local and State requirements for CM selection, the CM-RFQ's, when received, need to be reviewed and ranked by a selection committee, interviews of a short list of companies conducted, if deemed necessary, and a final ranking recommended to and approved by the Commission prior to beginning negotiation of a contract and fee schedule

with the top ranked company.

In the past, the Commission has expressed its desire to appoint a Commissioner to serve on the selection committee with members of City staff. The purpose of this RCA is to request that the Commission appoint a Commissioner to this committee, if it is the Commission's desire that we should proceed using a CM.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for Future/Sustainability; High Value Government; Communication

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The appointment of a Commission member to serve on the selection committee has no immediate fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission appoint a Commissioner to serve on the Request for Qualifications for Construction Management Services for the UAB (CM-RFQ) selection committee.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 3, 2022

SUBJECT: Consideration re Approval of Opioid Litigation Agreement.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Proposed Interlocal Agreement, Exhibit A

APPROVED BY: Michael Grebosz, Asst. City Manager, December 28, 2021

SUMMARY/HIGHLIGHT:

Approval of an Interlocal Agreement (attached) formulated by Volusia County is requested. The Interlocal Agreement related to the ongoing proposed settlements in the Opioid Litigation which, in this particular matter, involve AmerisourceBergen, Cardinal Health, and McKesson (collectively, "Distributors"), and Janssen/Johnson & Johnson ("J&J") (collectively, "Settling Defendants" and the use/distribution of funds procured through the settlement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There are no costs associated with this item. The funds that ultimately derive from resolution of the Opioid Litigation will be required to be targeted to activities, actions and uses that relate to the harms resulting to the City and its citizens from the wrongs committed by a multitude of parties. The uses of the funds that qualify are set forth in the attached Schedule "A" - Core Strategies (attached). A well-organized strategy for administering the funding directed toward Volusia County will ensure that those funds are protected from any claw back provisions relating to the appropriate expenditure of funds for authorized purposes.

RECOMMENDATION:

It is recommended that the City Commission consider the adoption of the Interlocal Agreement.

BACKGROUND/DISCUSSION:

The City has suffered harm from the opioid epidemic, as have the many cities and counties throughout Florida and the United States. It would be difficult, if not impossible to accurately determine the amounts/costs of the damages suffered by the City related to the opioid epidemic. There are approximately 2,200 counties and cities that are plaintiffs in litigation seeking damages against manufacturers and distributors of opioids with the claims being asserted against a multitude of wrongdoers involved in the Nation's opioid epidemic (*In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). Also, the State of Florida, through the Florida Attorney General, has filed its own actions. The City is not a litigating participant in the actions and

looks to the Florida Attorney General for representation as part of the overall Opioid Litigation and to the County in terms of developing a targeted and unified effort of all Volusia County local governments to address the harms resulting from the opioid epidemic.

The City Attorney has participated in several Statewide conference calls of the chief legal counsel involved in the Opioid Litigation in which legal counsel for Florida cities and counties engaged in discussions relative to the ongoing issues pertaining to the Opioid Litigation. Likewise, the City Attorney has engaged in positive communications with the County Attorney's office with regard to this continuing matter which is taking the lead in working toward ensuring that it is determined to be "Qualified County" under the terms of the settlements involving the Opioid Litigation with this particular action involving the Distributors and J&J" as the Settling Defendants.

The City Commission previously approved a Memorandum of Understanding ("MOU") with the State which provides for apportionment of funds. The MOU, as anticipated, was reduced to a formal agreement consistent with the (the "Florida Opioid Allocation and Statewide Response Agreement" or "Allocation Agreement"). In order for Volusia County to be designated a Qualified County, the County must satisfy 4 requirements and the County Attorney has indicated only a single requirement is left to be met which is for the County to enter into interlocal agreements with a majority of Volusia County municipalities (majority is more than 50% of the municipalities' total population) related to the expenditure of funds obtained through settlements covered by the Allocation Agreement. Satisfaction of the final condition necessary to be deemed a Qualified County would establish County eligibility to receive and distribute the Regional Fund for Volusia County. Time is of the essence for the action by the City in order to allow the County to comply with various deadline requirements.

If the County is deemed a Qualified County, the State will calculate the share of the Regional Fund to be distributed to the County using the Negotiation Class Metrics. Thereafter, pursuant to the Interlocal Agreement, the County will disburse to each participating municipality its pro rata share of the Regional Fund based on the Negotiation Class Metrics upon receipt of such funds from the State.

Prior to discussing the terms of the interlocal agreement, it is important to note that the local governments of Volusia County acted in a foresightful manner, in creating the County's Opioid Task Force and an Advisory Group with Mayor Apgar and the City Attorney serving as Task Force members. As a result of those efforts a Volusia County Opioid Abatement Plan (attached) was developed which identified issues resulting from the opioid epidemic within the County, programs and services that are directed toward cures and potential future actions. This document was transmitted to all city managers of Volusia County cities on December 10, 2021 by County Manager, George Recktenwald with the County Council approving the document at its meeting of December 14, 2021(attached).

Generally, the terms of the proposed Interlocal Agreement provide for the expenditure of the Regional Fund in accordance with the provisions of the MOU (which means for authorized purposes). The Regional Fund will be used in accordance with not only the requirements of the MOU, but also with guidelines adopted by a board to be established and named the "Opioid Abatement Funding Advisory Board" which will utilize information, data, and projections provided by the Opioid Taskforce. Board membership will be comprised of members appointed for 2-year terms with each Volusia County city and the County appointing a member. Members would have experience with law enforcement, fire rescue, substance abuse treatment or other relevant experience. Based upon reports of the Opioid Task Force, the Board would act upon proposals for funding programs and services, but members would not vote on proposed submitted by the member's own local government. The Board would review the programs and services of programs and evaluate their effectiveness while holding beneficiaries of funding accountable. The Board would present recommendations to the County Council for final approval of expenditures. The County, as the local government responsible for administering the Regional Fund, would be paid the maximum allowable administrative fee pursuant to the MOU for providing all support services including, but not limited to, legal services, contract management, program monitoring and reporting all as required by the MOU. Each entity receiving funding must timely satisfy all

reporting requirements of the MOU and failure to do so may disqualify the local governmental entity from further direct receipt of additional funds.

Detailed information about the settlements may be found at the following website which is supplemented from time-to-time with updated information: https://nationalopioidsettlement.com/. This national settlement website also includes links to helpful summary information, FAQs and flow charts describing how the settlements are being implemented in Florida, and how settlement funds will be allocated within Florida, including information about, and links to, any applicable allocation agreement or legislation. Again, it is important to note that the local governments of Volusia County had great foresight by creating, in April, 2021, the Opioid Task Force as a collaborative working group consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of the County. The Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in the County and on opioid-related programs consistent with the MOU.

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY

REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____day of_____ 2021, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Oak Hill; the City of Orange City; the City of Ormond Beach; the Town of Pierson; the Town of Ponce-Inlet; the City of Port Orange; and the City of South Daytona; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; an

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the

nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system; and

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's

abatement plan and funding considerations consistent with the abatement plan and State MOU; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the patties agree as follows:

Section 1. DEFINITIONS

A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.

B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and

B. Execution of all documents necessary to effectuate the State MOU in its final form; and

C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (l) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

Section 5. BOARD

A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by this Interlocal Agreement (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or “Advisory Board”), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Oak Hill;
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. One member appointed by the Town of Pierson;
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. One member appointed by the City of South Daytona;
17. One member appointed by the Volusia County Council.

B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory

Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:

   a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.

   b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.

   c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.

   d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.

D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance

with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.

E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.

F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.

G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding

Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the

County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 11 AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section

163.01(11), Florida Statutes.

Section 13. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____ BY:_____

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

DATE: _____

ATTEST:

CITY OF DAYTONA BEACH, a Florida municipal corporation

_____

BY:_____
Derrick Henry
Mayor

___ -

DATE: _____

ATTEST:

CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation

_____

BY:_____
Nancy Miller
Mayor

___ -

DATE: _____

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

_____ BY:_____

Karen Chasez
Mayor

DATE: _____

ATTEST:

CITY OF DELAND, a Florida municipal corporation

_____ BY:_____

Robert F. Apgar
Mayor

DATE: _____

ATTEST:

CITY OF DELTONA, a Florida municipal corporation

_____ BY:_____

Heidi K. Herzberg
Mayor

DATE: _____

ATTEST:

CITY OF EDGEWATER, a Florida municipal corporation

_____ BY:_____

Michael Thomas
Mayor

DATE: _____

ATTEST:

CITY OF HOLLY HILL, a Florida municipal corporation

_____ BY:_____

Chris Via
Mayor

DATE: _____

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

_____ BY:_____

Cameron Lane
Mayor

DATE: _____

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

_____ BY:_____

Russ Owen
Mayor

DATE: _____

ATTEST:

CITY OF OAK HILL, a Florida municipal corporation

_____ BY:_____

Douglas A. Gibson
Mayor

DATE: _____

ATTEST:

CITY OF ORANGE CITY, a Florida municipal corporation

_____ BY:_____

Gary Blair
Mayor

DATE: _____

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal corporation

_____ BY:_____

Bill Partington
Mayor

DATE: _____

ATTEST:

TOWN OF PIERSON, a Florida municipal corporation

_____ BY:_____

Samuel G.S. Bennet
Mayor

DATE: _____

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

_____ BY:_____

Gary Smith
Mayor

DATE: _____

ATTEST:

CITY OF PORT ORGANGE, a Florida municipal corporation

_____ BY:_____

Donald O. Burnette
Mayor

DATE: _____

ATTEST:

CITY OF SOUTH DAYTONA, a Florida municipal corporation

_____ BY:_____

William C. Hall
Mayor

DATE: _____

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.