



CITY COUNCIL MEETING

February 05, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation
Flag Salute

ROLL CALL

COMMITTEE REPORTS

- Volusia Growth Management Commission Update, Sid Vihlen, Jr.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

1. City Council Meeting January 8, 2020

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

- DeBary Citizen's Academy, Shari Simmans, Public Information Officer

CONSENT AGENDA

2. Request the Council to approve initiating payments to "The Bridge," which is under construction and is projected to open in May 2020.
3. The Parks and Recreation Department is requesting approval to conduct a Geotechnical Subsurface Evaluation under the Jet at Memorial Park.
4. Approve a Land Donation of 750 square feet to be (taken from the northwest corner of Fort Florida Road and US 17-92) given to Florida Department of Transportation for the installation of mast arm infrastructure required to signalize the Intersection of US 17-92 and Fort Florida Road.

Approve the 1st Amendment to our Joint Marketing Agreement providing for the conveyance of the 750 square feet to the Florida Department of Transportation.
5. Approve Temporary Construction Yard License Agreement.
6. City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-50 with Pegasus Engineering in order to provide services as directed by City Council associated with the General Stormwater Engineering Services.
7. City Manager requests that the City Council to approve the Disability Tax Service Agreement between the City of DeBary and Lina Benefit Payments, Inc.
8. Approve Contract to purchase 407 W Highbanks, DeBary Florida.

PUBLIC HEARINGS

9. To adopt a moratorium on multifamily development within the Transit Oriented Development (TOD) Overlay District.

GROWTH MANAGEMENT AND DEVELOPMENT

10. The Applicant, MJM Associates, LLC (Joel Hass) would like to extend their Final Site Plan Development Order for the Canterwood Assisted Living Facility project.

NEW BUSINESS

11. The Parks and Recreation Department is requesting City Council approve Resolution 2020-02 Matching Grants Program for volunteer not for profit organizations.

12. Approve Resolution 2020-03 designating a portion of City Property as part of the City's street system available for public right-of-way use subject to the City's superior jurisdiction, operation, control and maintain as a city street system.

Approve 2nd Amendment to Joint Marketing Agreement providing for the designation of 2693 square feet of the former Lake Villa site as public right-of-way.

13. The Parks and Recreation Department is requesting City Council approval to renew the DeBary Babe Ruth Agreement. The new agreement will be for a term of one year with two annual renewals.

INFORMATIONAL ITEMS

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Special City Council Meeting February 19, 2020, 6:30 P.M.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



CITY COUNCIL MEETING

January 08, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Benfield, Council Members Bacon, Butlien and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; Kevin Hare, Construction Engineer; Jason Schaitz, Parks & Recreation Director; Shari Simmans, Public Information Officer; Alan Williamson, Public Works Director; and Annette Hatch, City Clerk.

COMMITTEE REPORTS: None.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

Eli Schaperow, Morton Culligan and Carol Essrick addressed the Council.

APPROVAL OF MINUTES

Regular City Council Meeting October 2, 2019

Special City Council Meeting October 16, 2019

Regular City Council Meeting November 6, 2019

Special City Council Meeting November 20, 2019

Executive Session December 4, 2019

Regular City Council Meeting December 4, 2019

Special City Council Meeting December 18, 2019

Motion by Council Member Butlien to approve the minutes listed. Seconded by Council Member Stevenson. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS:

Proclamation proclaiming January as Human Trafficking Prevention Month and January 11, 2020, Human Trafficking Awareness Day.

Mayor Chasez read and presented the proclamation to Christy Gillis, Open Doors Outreach Network who was accompanied by Jackie Weber; Department of Children and Family; Debbie Myers, Helpers of People Enslaved (HOPE); and Phil Tummarello, Bikers Against Trafficking.

CONSENT AGENDA:

Respectfully request approval of generator maintenance contract.

The Parks and Recreation Department is requesting Council approve the attached grant application submitted by the DeBary Volunteer Firefighter's Association. The DeBary Volunteer Firefighter's are requesting a matching grant of \$500 from the City of DeBary for their Hoses and Hotrods event taking place at Gemini Springs Park on Saturday, February 29, 2020.

Motion by Council Member Butlien to approve the Consent Agenda. Seconded by Council Member Bacon. Motion passed unanimously.

PUBLIC HEARINGS: None.

GROWTH MANAGEMENT AND DEVELOPMENT:

Approve Surface Easement Agreement/Settlement Agreement for South Shell Road.

The City Manager disclosed his long-term friendship with Mr. Allen. He stated he had very limited discussion with Mr. Allen regarding the issue, and had referred Mr. Allen to the City Attorney.

The City Attorney briefed Council on the events leading up to this Agreement.

No one addressed the Council.

Motion by Council Member Bacon to approve the Surface Easement Agreement/Settlement Agreement for South Shell Road. Seconded by Council Member Stevenson. Motion passed unanimously.

NEW BUSINESS

City Manager is requesting City Council to award the Construction Contract for Bid No. 01-20, Small Scale Stormwater Improvement Project No. 6, to the lowest responsive and responsible Bidder, TS&C Construction Services of Florida, LLC.

The City Manager and Staff briefly explained the project.

No one addressed the Council.

Motion by Vice-Mayor Benfield to award the construction project for Bid No 01-20, Small Scale Stormwater Improvement Project No. 6, to TS&C Construction Services of Florida, LLC. Seconded by Council Member Butlien. Motion passed unanimously.

The Parks and Recreation Department is requesting the City Council award Bid Number 02-20R River City Nature Park Restroom Addition to Phifer Industries, Inc. for the amount of \$174,344 plus a 6% contingency in the amount of \$10,460.64 for a cost of \$184,804.64.

The City Manager and Staff briefly reviewed the bid process and project timeline.

Mr. Phifer addressed the Council.

Motion by Council Member Bacon to award Bid No. 02-20R River City Nature Park Restroom Addition to Phifer Industries, Inc. for \$174,344, plus a 6% contingency. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

INFORMATIONAL ITEMS: None.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting January 22, 2020, at 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:48 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: DeLand Homeless Shelter – “The Bridge”	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date: February 5, 2020	

REQUEST

Request the Council to approve initiating payments to “The Bridge,” which is under construction and is projected to open in May 2020.

PURPOSE

At the April 5, 2017 Council meeting, the City Council passed a motion to pay \$20,000 per year for five (5) years for a total amount of \$100,000 to the City of DeLand’s Homeless Shelter known as “The Bridge.”

CONSIDERATIONS

- On February 1, 2017, Mayor Robert Apgar and City Manager Michael Pleus made a presentation to the DeBary City Council about a regional homeless shelter initiative. The DeBary City Council motioned and approved to financially participate in this initiative, subject to an amount determined within the upcoming budget process.
- On April 5, 2017, the City Council approved to pay \$20,000 per year for five (5) years for a total amount of \$100,000 to the City of DeLand’s Homeless Shelter known as “The Bridge.”
- In the approved FY 2017-18 budget, the \$20,000 allocation was included. Due to grant and construction delays, “The Bridge” did not open. Therefore, the City Manager did not pay the allocated funds. These allocated funds rolled into the General Fund Reserves at the end of the fiscal year.
- In the approved FY 2018-19 budget, the \$20,000 allocation was included. Due to grant and construction delays, “The Bridge” did not open. Therefore, the City Manager did not pay the allocated funds. These allocated funds rolled into the General Fund Reserves at the end of the fiscal year.
- During the FY 2019-20 budget process, information as to when “The Bridge” would open was still unclear. The \$20,000 annual allocation was not included in the approved FY 2019-20 budget.

- Due to great work by the City of DeLand officials, “The Bridge” is under construction and plans to open in May 2020. Therefore, the City of DeBary needs to make its first annual contribution.
- In the FY 2020-21 budget process, payment #2 of the five (5) year commitment will be included in the budget.

COST/FUNDING

The cost of payment #1 is \$20,000. These funds will temporarily come out of General Fund Reserves and will be returned in the upcoming budget amendment.

RECOMMENDATION

It is recommended that the City Council approve to proceed with the first \$20,000 installment to the City of DeLand Homeless Shelter known as “The Bridge” utilizing monies from the FY 2019-20 General Fund Reserves.

IMPLEMENTATION

Upon approval, the City of DeBary will initiate payment #1 of \$20,000 to the City of DeLand.

ATTACHMENTS

The Bridge PowerPoint Presentation
Funding Partner Commitment Request



Funding Partner Commitment Request

October 10, 2019

Contact Name: Carmen Rosamonda
Company: City of DeBary
Address: 16 Coloma Rd.
DeBary, FL 32713

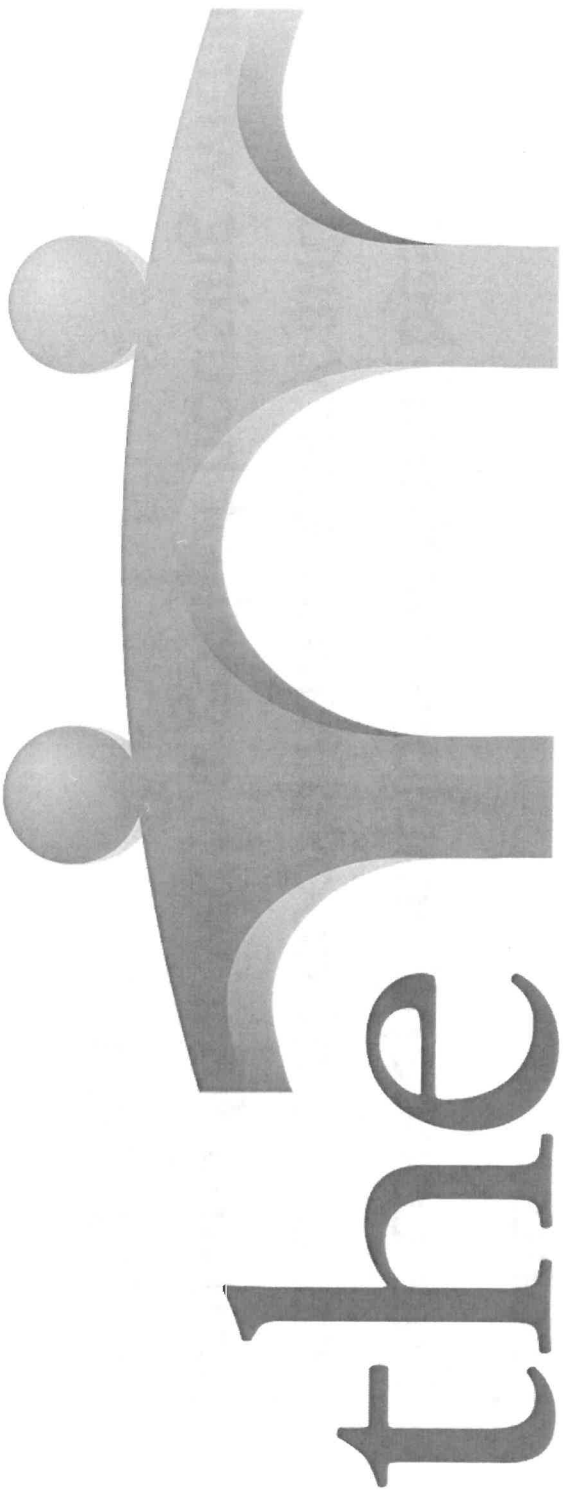
Annual Commitment to the Bridge \$20000

Please make checks payable to:

City of DeLand

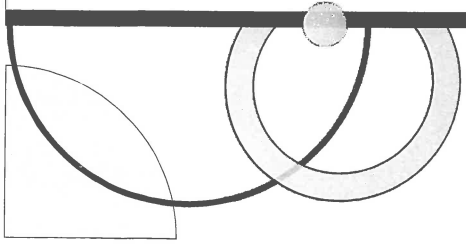
Remit to:

Michael Pleus, City Manager
120 South Florida Avenue
DeLand, Florida 32720



the BRIDGE

Bringing Hope to the Homeless





What is the Bridge?

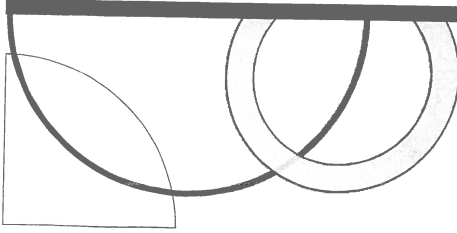
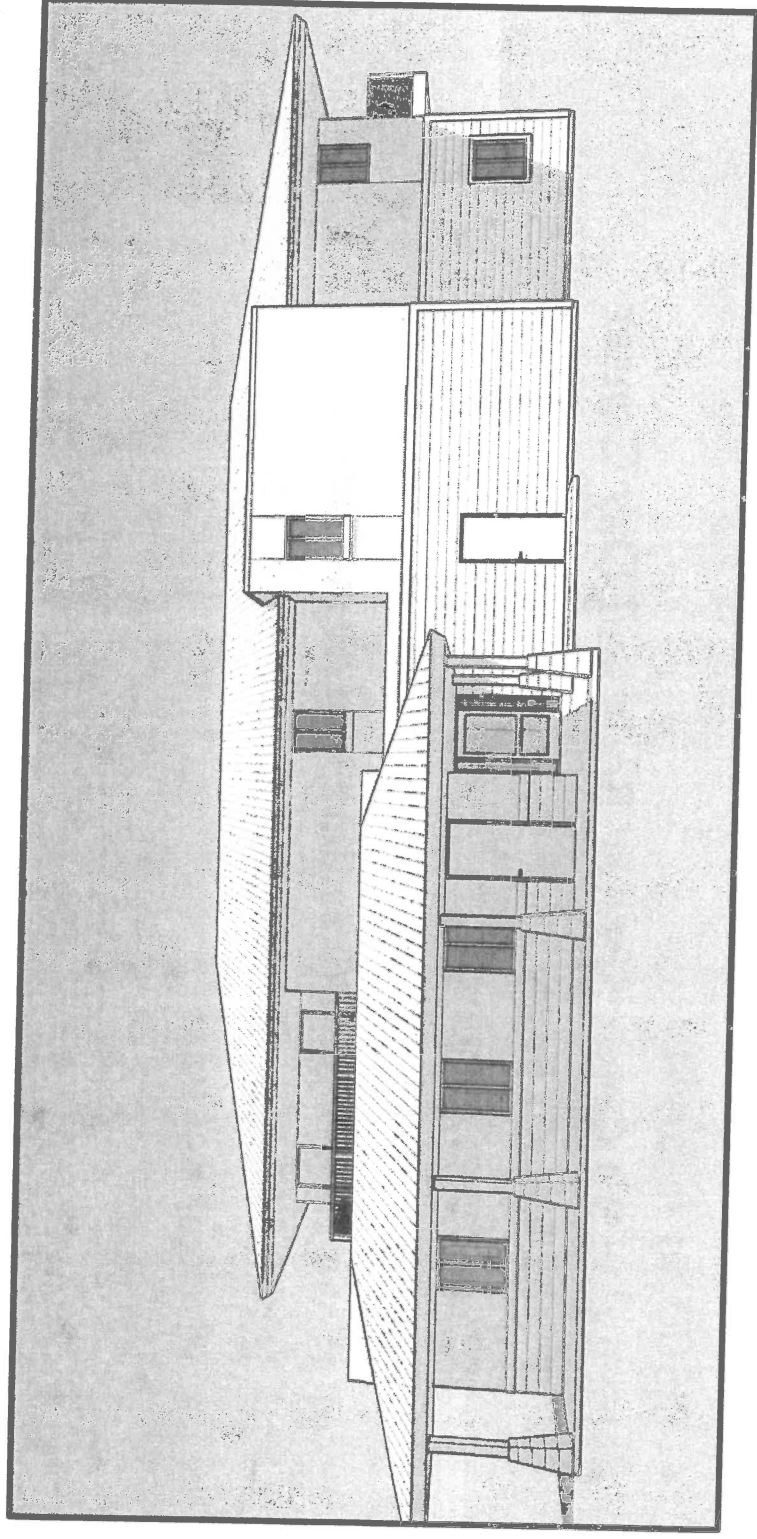
- The Bridge is a crisis shelter and day center developed in partnership with a coalition that includes local government, faith community, businesses and non-profits.
- The concept employs national best practices of coordinated entry and housing first with a goal of housing within 30-90 days.



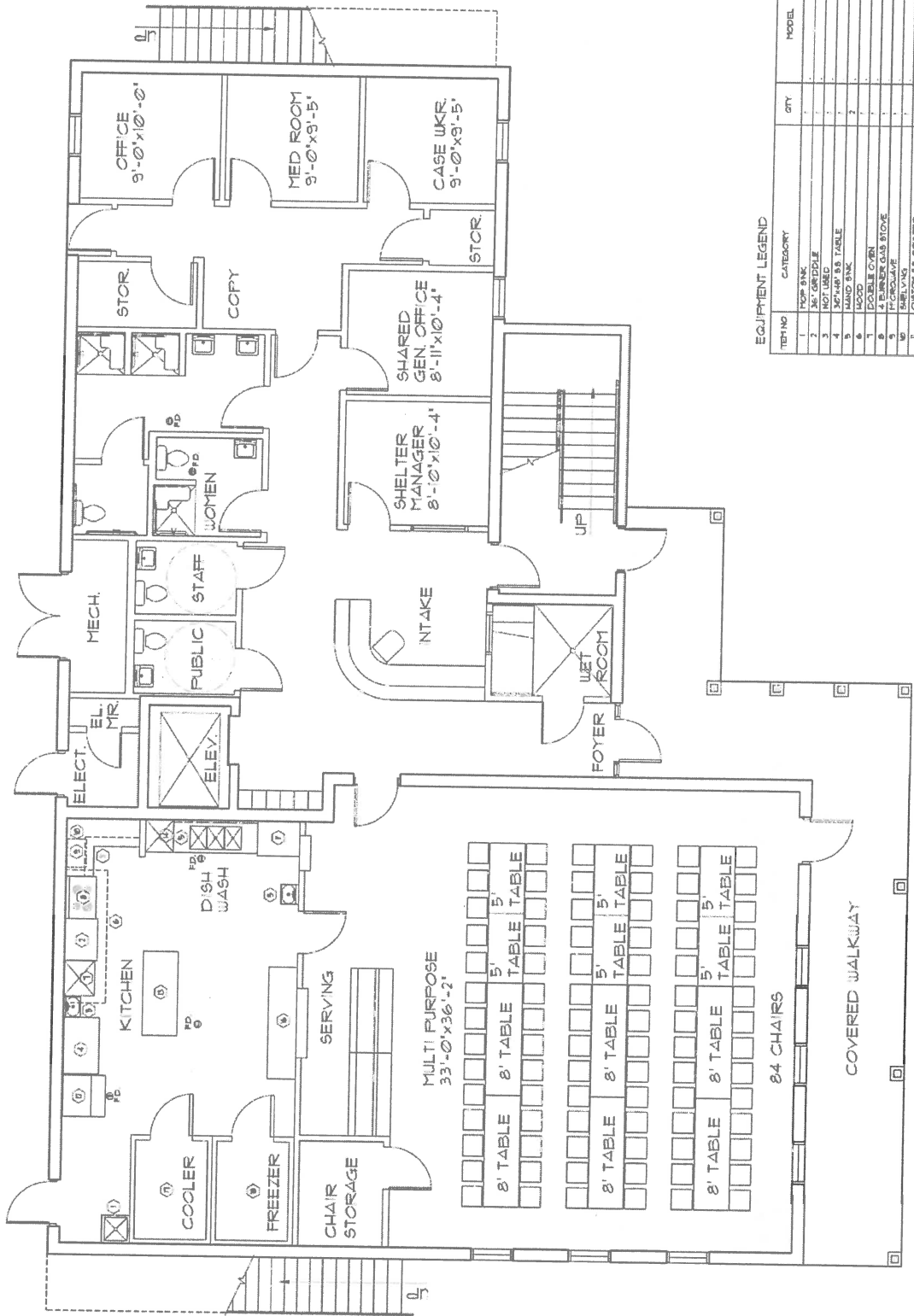
The Facility and Services

- 6,500 sq ft facility
- Includes 30 Crisis Shelter Beds and Day Center
 - Coordinated Entry
 - Case Management
 - Job Counseling
 - Meals (3 per day) (Resident and Non- Resident)
 - Mental Health Counseling and/or Referral
 - Medical Referral
 - Haircuts
 - Showers
 - Laundry
 - Wetroom for detoxification
 - Cold or storm weather shelter capacity – with generator
 - All street level homeless services offered at center
 - Goal – Housing within 30-90 days.

Architectural Rendering



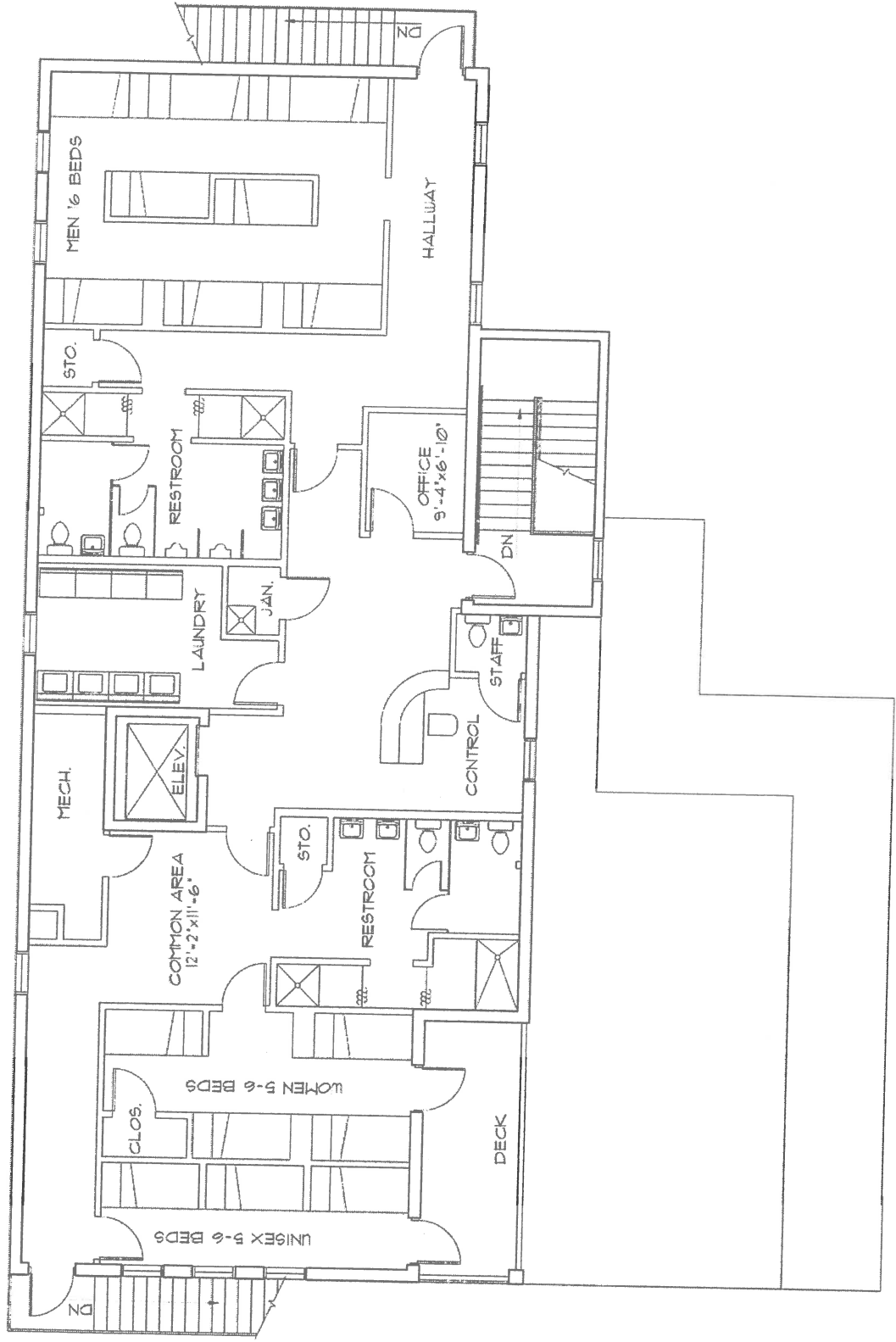
First Floor



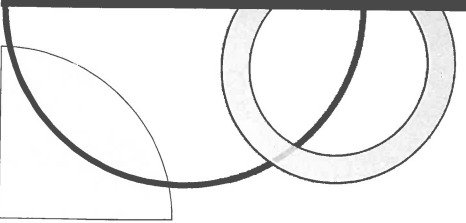
EQUIPMENT LEGEND

ITEM NO	CATEGORY	QTY	MODEL
1	HOP SINK		
2	36" GRIDDLE		
3	NOT USED		
4	36" HP 9.5 TABLE		
5	36" HP SINK		
6	WOOD SINK		
7	DOUBLE OVEN		
8	4 BURNER GAS STOVE		
9	MICROWAVE		
10	DISHWASHER		
11	GRIDDLE CENTER		
12	ICE MACHINE		
13	36" x 47" 9.5 TABLE		

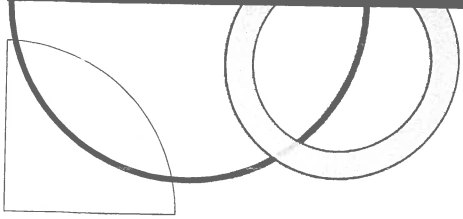
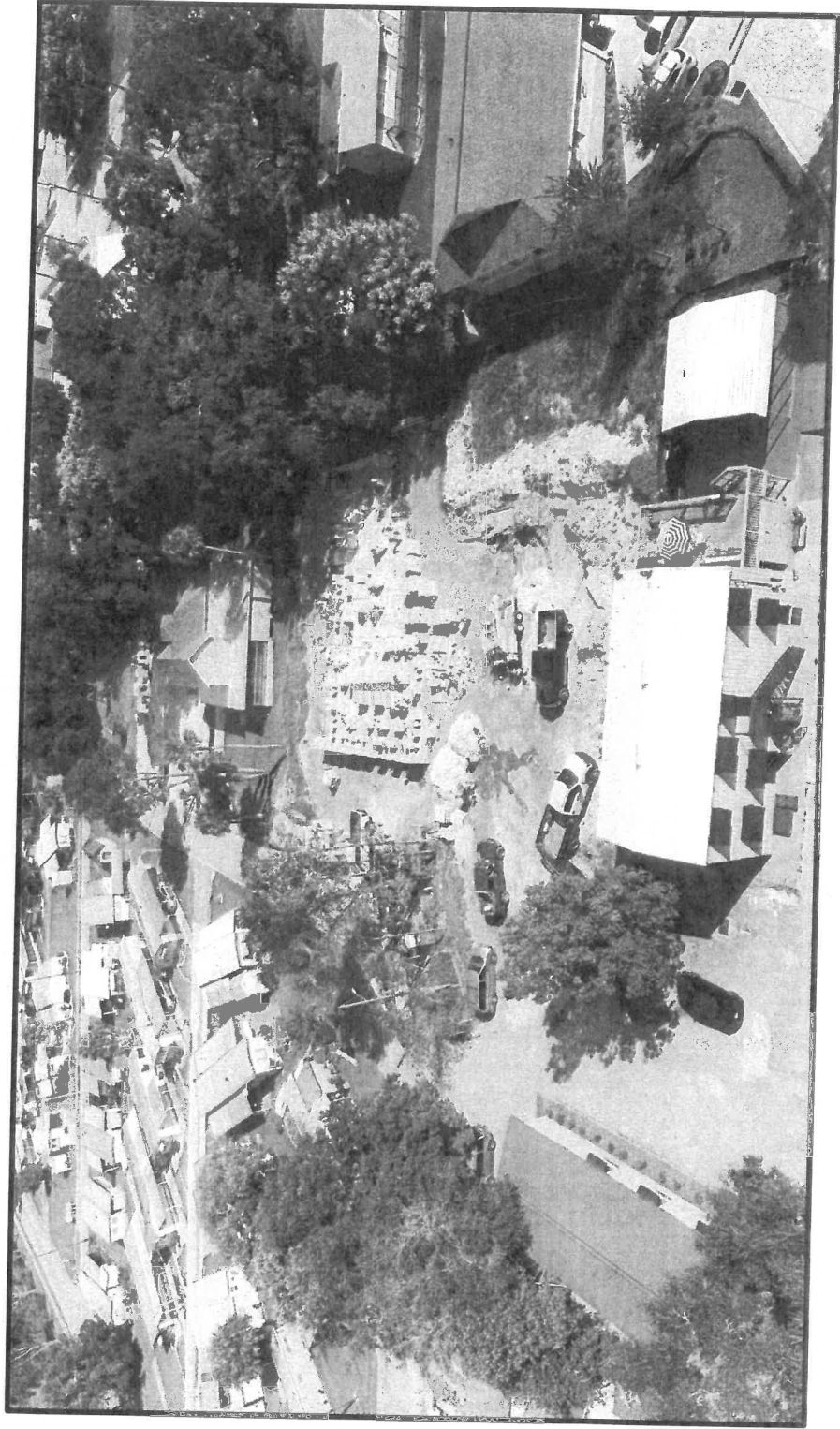
Second Floor



Construction Update



Construction Update





Volunteer Needs

- **Meal Providers – Organizations that will provide a lunch or dinner meal at the Bridge.**
- **Drivers – Provide transportation to residents for job interviews, doctor appointments, or other support services.**
- **Service Assistant – Assist those that need help with computer access to service.**
- **Intake Volunteer – Initial meeting with guests to do data entry of basic information.**



Volunteer Needs

- Meal Providers – Organizations that will provide a lunch or dinner meal at the Bridge.
- Drivers – Provide transportation to residents for job interviews, doctor appointments, or other support services.
- Service Assistant – Assist those that need help with computer access to service.
- Intake Volunteer – Initial meeting with guests to do data entry of basic information.



Volunteer Needs (Cont.)

- **Mentor** – Act as a support coach, advisor, or advocate.
- **Shower Assistant** – Support open shower days for homeless.
- **Laundry Assistant** – Support open laundry days for homeless.
- **Safety Monitor** – Helps to ensure safety of our guests on campus.



Volunteer Coordinator & Training

- Anstee Holland, Volunteer Coordinator
- January 30 volunteer information meeting
- Job specific training in February (dates TBD).



Success Metrics

- Successful transition into transitional, permanent supportive housing, or permanent housing within 90 days.
- Self resolution of housing through case management.
- Diversion from homelessness.
- Obtain/Increase in income.
- Obtaining or increasing access to health care.
- Instill hope in the hopeless.

Fundraising Update

West Side Cities	\$136,500
County of Volusia	\$25,000 (1/5 of Challenge Grant)
Businesses	\$122,700
Churches	\$51,280
Total	\$335,480 (per year for 5 years)

1st Year Shelter Budget

Salaries and Fringes	\$233,820.22
Sub-Total	
Personnel Development	
Sub-Total	\$6,150.00
Occupancy	
Sub-Total	\$39,300.00
Vehicle	
Sub-Total	\$6,150.00
Client Care Costs	
Sub-Total	\$27,675.00
Operating Expenses	
Sub-Total	\$22,225.00
Center Admin. Allocation	\$38,827.00
TOTAL	\$374,147.22

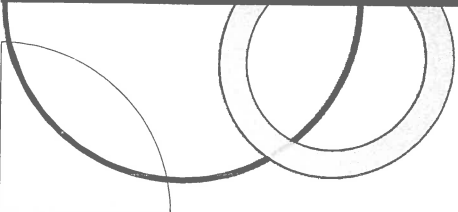
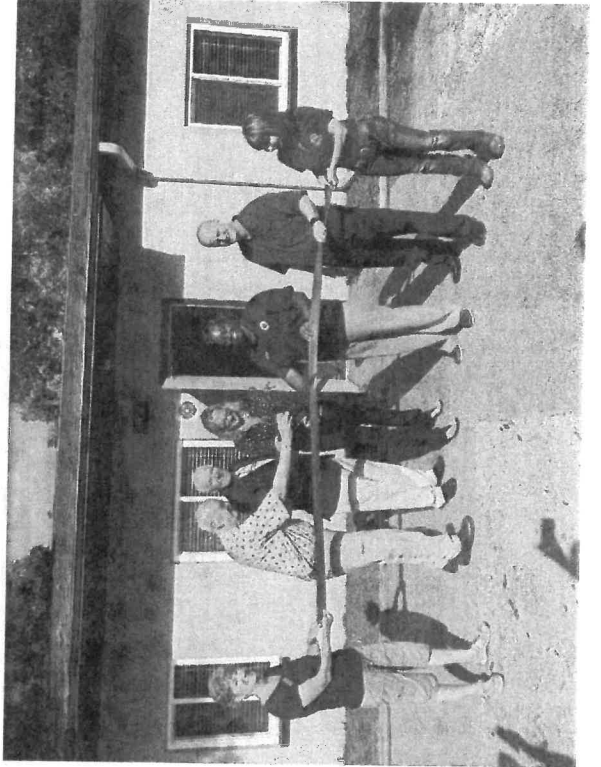
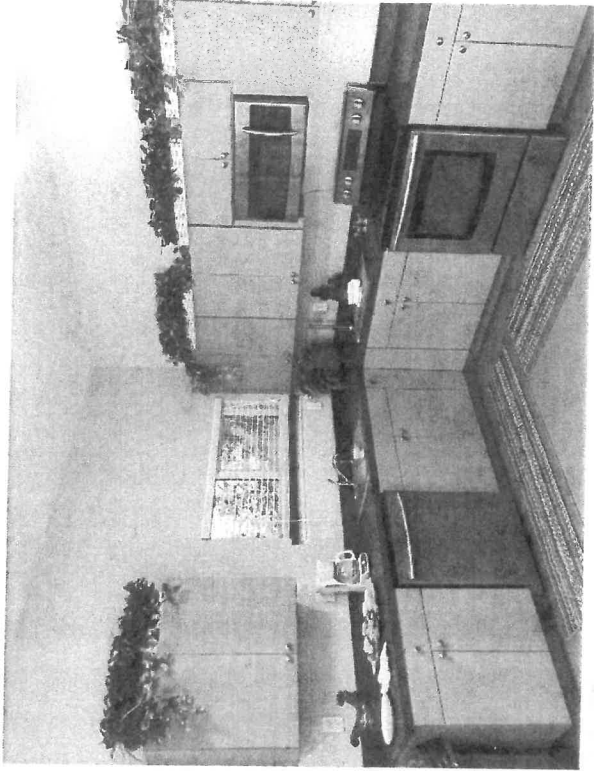
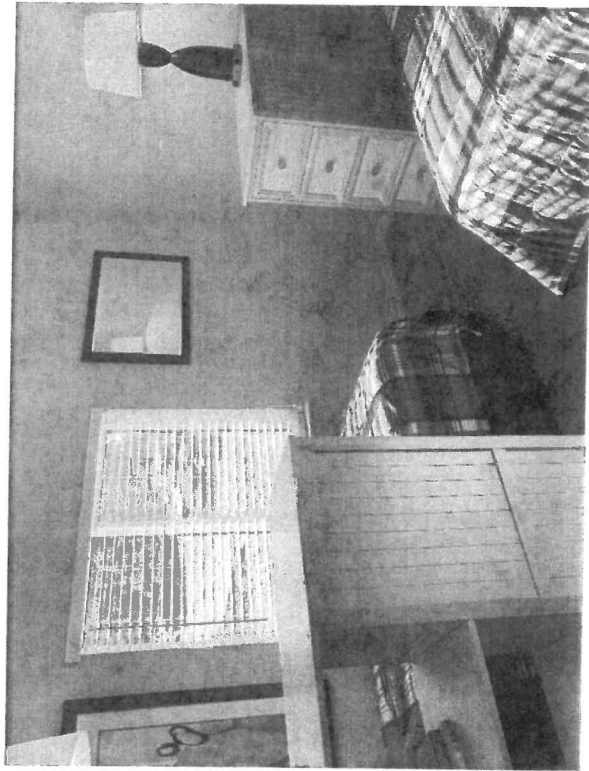
Year 2 -- 5 - \$470,000

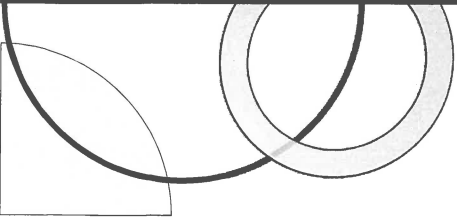


GAP House, HOME House

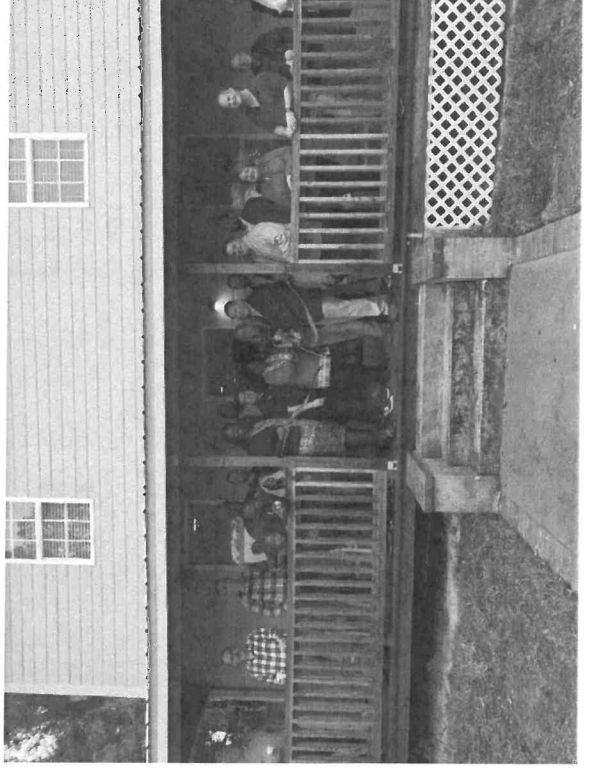
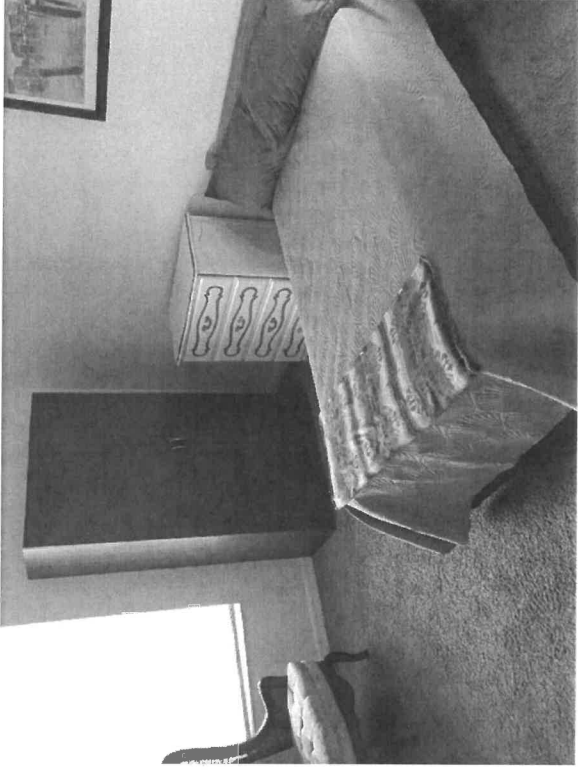
- Neighborhood Center Added 17 Transitional Housing Units in 2018.
 - 12 Males in GAP House
 - 5 M/F in HOME House (county grant)

GAP House





HOME House





**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Approval for Memorial Park Jet Geotechnical Subsurface Evaluation	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 2/5/20	

REQUEST

The Parks and Recreation Department is requesting approval to conduct a Geotechnical Subsurface Evaluation under the Jet at Memorial Park.

PURPOSE

In 2008 staff identified a depression that had formed at Memorial Park near the west side of the Jet. Volusia County conducted several hand auger borings to a depth of 6 feet below the existing ground surface and encountered soil horizons that indicate a disturbed condition. At that time, we discussed possible causes of the depression, settling of fill material, organic material buried below the 6 foot depth of observation and the possibility of sinkhole activity. In 2009 Volusia County public works excavated down approximately 10 feet below the existing ground elevation and found some buried organic material. The site was back filled and compacted. In 2011 the site was again sinking. Since identifying the issue, the depression has gotten progressively worse causing damage and several repairs to the sidewalk near the depression. The request is needed at this time to evaluate the area to determine the cause of the depression, prevent future damage at the park, and ensure the safety of the Jet.

CONSIDERATIONS

The Geotechnical Subsurface Evaluation is Phase 1 of this project. A engineering company will come in to take borings of up to 100 feet deep, analyze the soil samples, grout fill the holes, and submit a report with a plan to remedy the issue. Staff has contacted three firms for proposals for this project. ECS Florida, LLC submitted the lowest quote at \$6000 to complete the evaluation. Phase 2 of the project will be to use the remaining funding to remedy the depression.

COST/FUNDING

Funding for this project was approved in the FY 19/20 budget in the amount of \$17,000. This budget includes the evaluation and remedy. The cost to remedy the issue will depend on the results of the evaluation.

RECOMMENDATION

It is recommended that the City Council approve the Memorial Park Geotechnical Subsurface Evaluation to determine the cause of the depression and have a plan in place to remedy the issue.

IMPLEMENTATION

Upon approval of the evaluation, staff will schedule the work to be done as soon as possible.

ATTACHMENTS

ATTACHMENT A: Memorial Park Jet Geotechnical Subsurface Evaluation Quotes

ATTACHMENT B: Memorial Park Jet Depression Pictures

Memorial Park Jet Geotechnical Subsurface Evaluation Quotes FY 19/20

Company	Quote
ECS Florida, LLC	\$6,000.00
Universal Engineering Sciences	\$6,761.25
Bechtol Engineering and Testing, Inc	\$7,565.00



December 12, 2019

Mr. Tom Vandehey
Parks Superintendent
City of DeBary
16 Colomba Road
DeBary, FL 32713

ECS Proposal No. 56:0657

Reference: Proposal to Provide Geotechnical Engineering Services
Memorial Park Depression
DeBary, Florida

Dear Mr. Vandehey:

Thank you for the opportunity to submit a proposal for geotechnical services at Memorial Park located in DeBary. We look forward to providing any geotechnical engineering and construction materials testing and environmental consulting you may need for any of your projects.

SCOPE OF WORK

As requested to conduct a sinkhole/subsidence investigation we will perform two additional SPT borings to a depth of 100 feet in the depression area. In addition, a geophysical investigation consisting of GPR (Ground Penetrating Radar) and ERI (Electrical Resistivity Imaging) surveys will be conducted within the depression area. The results of the geotechnical exploration and geophysical investigation will be documented in a geotechnical engineering report containing recommendations for repair and remediation of the depression area.

FEE

Based on the scope of services outlined above, we propose to provide the geotechnical engineering services for the following lump sum fee:

- Subsidence/Sinkhole Investigation **\$6,000**

If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced. A returned copy of the attached authorization form dated and signed by a responsible signatory will formally authorize the services identified in this proposal. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached to and made part of this proposal.

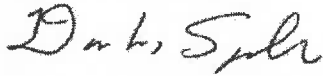
December 12, 2019

ECS FLORIDA, LLC


CLOSURE

ECS Florida, LLC endeavors to achieve sustainable growth through client-focused partnerships, and we sincerely look forward to continue developing our professional relationship with your company. Should you have any questions regarding this proposed cost estimate please contact our office.

Respectfully submitted,
ECS FLORIDA, LLC



David Spangler, P.E
Geotechnical Department Manager
dspanqler@ecslimited.com



Vinay K Arebelli
Staff Project Manager
varebelli@ecslimited.com

PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC

Project Name: Memorial Park Depression
Location: DeBary, Florida
Estimate: \$6,000

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No.: _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name:	_____	_____
Company Name:	_____	_____
Address:	_____	_____
Address:	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: × _____ Date: _____



ECS FLORIDA, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 **LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 **INDEMNIFICATION**
- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of ECS may not be held individually liable for negligence for acts or omissions arising out of the Services.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the

Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



UNIVERSAL ENGINEERING SCIENCES

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- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

November 19, 2019

Mr. Tom Vandehey
City of DeBary
16 Colomba Road
DeBary, Florida 32713

PROPOSAL FOR PRELIMINARY SINKHOLE EVALUATION

Memorial Park

DeBary, Volusia County, Florida

UES Opportunity No: 0430.1119.00018

UES Proposal No. 2019D-1074

Dear Mr. Vandehey:

Universal Engineering Sciences (UES) is pleased to present this proposal to conduct a geotechnical evaluation for the above referenced project. This proposal has been prepared in response to a request by you.

PROJECT INFORMATION

Project information has been provided during correspondence with you. We have been provided with several photographs depicting an existing depression that has formed within Memorial Park. It was requested that UES evaluate the immediate area for potential sinkhole development and attempt to delineate any deep vertical and horizontal voids.

SCOPE OF SERVICES

In order to determine if the site is at an elevated risk for sinkhole activity we recommend that a total of two (2) Standard Penetration Test Borings be performed to depths of 100 feet each (into limestone) below the existing ground surface. Due to the depths of the borings casing and grouting of the boreholes will be required. We will conduct the SPT Borings in accordance with ASTM D-1586. The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table;
- Presence or lack of marginal soils;
- Preliminary Sinkhole evaluation.

AUTHORIZATION AND FEES

We would be able to begin field work within two weeks of authorization and a final report would be complete within approximately two to three weeks of authorization.

We will perform the proposed work for a lump sum fee of \$5,761.25. Our planned scope of work is attached as Exhibit 1. In addition, an alternate task for plan review and grout injection plan have been included for a lump sum fee of \$1,000.00 and is attached in exhibit 2. To initiate our services, please sign and return one copy of the attached Proposal Acceptance/Work Authorization form.

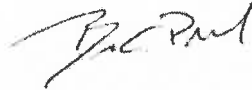
We appreciate the opportunity to provide this proposal and look forward to working together on this project. If you have any questions, please do not hesitate to call us at your convenience at 386-756-1105.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Michael Mohney
Project Manager



Brian Pohl, P.E.
Branch Manager

Attachments

MM/BCP/cme



EXHIBIT 1

**Scope of Services
Memorial Park
Debary, Volusia County Florida**

**UES Opportunity No. 0430.1119.00018
UES Proposal No. 2019D-1074
November 19, 2019**

TASK	QUANTITY	UNIT	UNIT COST	TOTAL COST
PROFESSIONAL SERVICES				
Principal	3	hrs	\$105.00	\$315.00
Project Engineer	10	hrs	\$78.75	\$787.50
Clerical	3	hrs	\$36.75	\$110.25
Draftsman	2	hrs	\$36.75	\$73.50
SUBTOTAL:				\$1,286.25
SUPPORT SERVICES				
Mobilization / Demobilization	1	l.s.	\$275.00	\$275.00
SPT Borings - 2 borings to 100 feet each -0 to 50 feet - 50 to 100 feet	100 100	feet	\$10.50 \$11.50	\$1,050.00 \$1,150.00
Casing - 0 to 50 feet - 50 to 100 feet	100 100	feet	\$4.50 \$5.50	\$450.00 \$550.00
Grouting Boreholes - 0 to 50 feet - 50 to 100 feet	100 100	feet	\$3.50 \$4.50	\$350.00 \$450.00
SUBTOTAL:				\$4,275.00
LABORATORY SERVICES				
Wash through #200 Sieve	8	each	\$25.00	\$200.00
SUBTOTAL:				\$200.00
GEOTECHNICAL TOTAL:				\$5,761.25

EXHIBIT 2

Alternate Scope of Services

ALTERNATE TASK	QUANTITY	UNIT	UNIT COST	TOTAL COST
PROFESSIONAL SERVICES				
Plan Review and Grout Injection Plan	1	each	\$1,000.00	\$1,000.00
SUBTOTAL:				\$1,000.00
GEOTECHNICAL TOTAL:				\$1,000.00

UNIVERSAL ENGINEERING SCIENCES, INC.

**WORK AUTHORIZATION/PROPOSAL
ACCEPTANCE FORM**

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: GEOTECHNICAL EVALUATION

PROJECT LOCATION: Memorial Park, Deltona, Florida

CLIENT NAME: City of Debary **Date:** November 19, 2019

CLIENT ADDRESS: Attn: Mr. Tom Vandehey **Phone No.:** 386-804-9195
16 Colomba Road **Fax No.:** _____
Debary, Florida 32713 **Email:** tvandehey@debary.org

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below).

UES Opportunity No.: 0430.1119.00018
UES Proposal No.: 2019D-1074
Lump Sum Fee - \$5,761.25
ALTERNATE SCOPE = \$1,000.00

- II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:
- A. UES General Conditions.
 - B. UES Proposal Dated: November 19, 2019
 - C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
 - D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. **Authority to proceed and for payment. (To be completed by Client.)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:


Firm: _____ Social Security Number or
Federal Identification No.: _____

Address: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT: UNIVERSAL ENGINEERING SCIENCES

BY (Signature): _____ BY (Signature :) 

TYPED NAME: _____ TYPED NAME: Brian C. Pohl, P.E.

TITLE: _____ TITLE: Branch Manager

DATE: _____ DATE: November 19, 2019

**RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3 - SOUTH DAYTONA, FLORIDA 32119
TELEPHONE: 386-756-1105 / FAX: 386-760-4067**



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

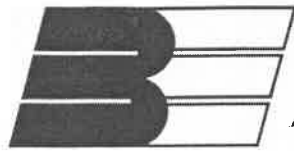
- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.



**BECHTOL ENGINEERING
AND TESTING, inc.**

November 15, 2019
BET Project No. G19257

TO: Tom Vandehey, Parks Superintendent
City of DeBary
860 North Highway 17-92
DeBary, Florida 32713

RE: Fee Proposal/Subcontract AGREEMENT - Geotechnical Study
Memorial Park
DeBary, Florida

Dear Mr. Vandehey:

As requested, Bechtol Engineering and Testing, Inc. (BET) is pleased to submit a Fee Proposal to provide a geotechnical study at the above referenced site. The purpose of BET's study would be to evaluate probable cause(s) of a reportedly reoccurring depression within an isolated area of the sidewalk and adjacent ground along the west side of the foundation supporting the fighter jet at the above referenced site.

BET proposes to advance one initial Standard Penetration Test (SPT) boring (ASTM D1586) near the apparent center of the depression, to depth sufficient to penetrate into limestone formations (estimated +/-75 feet), to confirm or rule out the presence of suspected sinkhole activity beneath the site. Based on encountered conditions, up to 4 additional SPT borings will be advanced in an effort to generally define the limits of identified sinkhole activity or other conditions which may be the cause or contributing factor in the reported ongoing ground subsidence. Based on the results of field and laboratory studies, BET will issue a geotechnical report summarizing their findings and evaluations, and providing recommendations for ground stabilization, as may be warranted.

BET's proposed scope of services and associated fees are outlined on the attached Technical Plan and Cost Estimate. If the outlined scope of services, fees, and payment terms meet with your approval, please execute the Technical Plan and Cost Estimate and return to BET's office via mail, e-mail or FAX.

BET appreciates the opportunity to submit this proposal and looks forward to working with you in the very near future. If you should have any questions, or whenever BET may be of service, please do not hesitate to call.

Respectfully,

Bechtol Engineering and Testing, Inc.

Thomas Bechtol

Thomas Bechtol, P.E.
President / Principal Engineer

N:\Documents\AA GEO DOCS 2007-Present\Geo 2019\G19257 Sinkhole Evaluation Proposal.wpd

TECHNICAL PLAN AND COST ESTIMATE - GEOTECHNICAL SERVICES

TO: Tom Vandehey, Parks Superintendent City of DeBary 860 North Highway 17-92 DeBary, Florida 32713	RE: Memorial Park DeBary, Florida BET Project Number: G19257
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ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	
1.0	FIELD SERVICES				
1.1	Boring Layout, Utility Locate and Drilling Coordination	hour	2	\$85.00	\$170.00
1.2	Mobilization of Men and Equipment	site	1	350.00	350.00
1.3	Standard Penetration Test Borings: 1 @ 75', 4@40' Including grout seal bore holes to surface	lineal foot	235	20.00	4700.00
Subtotal - Field Services				\$5,220.00	
2.0	LABORATORY SERVICES				
2.1	Stratification and Visual Classification of Soil Samples	hour	1	\$85.00	\$85.00
Subtotal - Laboratory Services				\$85.00	
3.0	ENGINEERING AND TECHNICAL SERVICES				
3.1	Principal Geotechnical Engineer	hour	2	\$175.00	\$350.00
3.2	Senior Project Engineer	hour	12	120.00	1440.00
3.3	Senior Engineering Designer	hour	4	90.00	360.00
3.4	Clerical Services	hour	2	55.00	110.00
Subtotal - Engineering and Technical Services				\$2,260.00	
TOTAL ESTIMATED FEE:				\$7,565.00	

SUBMITTED BY: Thomas Bechtol, P.E. President / Principal Engineer Date: 11/15/2019	APPROVED BY: _____ Date: _____
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The above quantities are estimated based on past experiences on similar projects. If additional services are deemed necessary during drilling and/or engineering evaluation, additional services will be billed at the unit prices listed. Signer hereby accepts all general terms and conditions on reverse side of this agreement, and warrants their full authority to bind CLIENT. The above proposal is valid for 60 days from the date of the proposal.



GENERAL CONDITIONS

PAYMENT TERMS:

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, the client agrees to pay a finance charge on the principal amount of the past due account of one and one half percent per month or the maximum amount allowed by law. In the event 1.5% per month exceeds the maximum allowable by law, the charge shall automatically be reduced to the maximum allowable by law. In the event the client should request termination of services prior to completion, the laboratory shall be paid in full for all services performed through the termination date and the client shall be provided with a complete report of the results of testing analysis conducted prior to termination. Client agrees to pay Bechtol Engineering and Testing, inc. all costs and expenses of collection, suit, or other legal action, including a reasonable attorney's fee and shall also pay costs, expenses and attorney's fee incurred on appeal or any administrative proceedings. Further, client agrees that the venue on any action hereunder shall be in Volusia County, Florida.

STANDARD OF CARE:

The only warranty or guarantee made by Bechtol Engineering and Testing, inc. in connection with the services performed hereunder, is that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality of the project site. No other warranty expressed or implied is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF PROFESSIONAL LIABILITY:

Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys, or explorations are made by us and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to the amount of the fee paid us for professional services.

RIGHT OF ENTRY:

The client agrees to issue authorization providing free access for the laboratory to the project site and to all shops and yards where materials are prepared or stored. While we take all reasonable precautions to minimize damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

UTILITIES:

In the prosecution of the work, we will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold us harmless for any damage to subterranean structures which are not called to our attention and correctly shown on the plans furnished.

SAMPLING OR TESTING LOCATION:

The fees included in this proposal do not include costs associated with the surveying of the site or accurate horizontal and vertical locations of tests, field tests or boring locations described in the laboratory's report, shown on sketches, based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximate unless otherwise stated in the report.

SAMPLE DISPOSAL AGREEMENT:

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, Bechtol Engineering and Testing, inc. will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP AND RETENTION OF DOCUMENTS:

All documents including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by Bechtol Engineering and Testing, inc. as instruments of service pursuant to this agreement, shall be the sole property of Bechtol Engineering and Testing, inc. The client agrees that all documents of any nature, furnished to the client or client's agents or designees, if not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. At the request and expense of the client, Bechtol Engineering and Testing, inc. will provide the client with copies of documents created in the performance of the work for a period not exceeding five (5) years, following the submission of the report contemplated by this agreement. Bechtol Engineering and Testing, inc. will consider all reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated, in writing, by the client or his/her authorized representative.

SAFETY:

The client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for all working conditions on the job site, including the safety of all persons and property during the performance of the work and in compliance with OSHA regulations and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures or methods conducted by Bechtol Engineering and Testing, inc. is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or adjacent to the construction site.

RESPONSIBILITIES:

It is agreed that Bechtol Engineering and Testing, inc. will not assume the liability for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by the laboratory will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words supervision, inspection or control are used to mean a periodic observation of the work and the conducting of tests by the laboratory to verify substantial compliance with the plans, specifications and design concepts. Continuous inspection by our employees does not mean that the laboratory is observing the placement of all materials. Full-time inspection means that an employee of the company has been assigned for eight (8) hour days during regular business hours. The laboratory, by the performance of its services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities or authorities with regard to the project, customarily vested in the project architects, design engineers or other design agencies or authorities. The laboratory is not authorized to revoke or to relax, enlarge or release any requirements of the project specifications or other contract documents, nor to approve or accept any portion of the work, unless specifically authorized in writing, by the client or his authorized representative. The laboratory shall not have the right of rejection or the right to stop work, except for such periods as may be required to conduct the sampling, testing or inspection of operations covered by the agreement.

CHANGES:

If the laboratory is required to modify the scope of work as described hereunder at the request of the client or if the laboratory determines during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope and the associated fees.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify client as soon as practically possible should unanticipated hazardous materials be encountered. Client waives any claim against engineer, and agrees to indemnify, defend and hold engineer harmless from any claim or liability for injury or loss arising from engineer's encountering of unanticipated hazardous materials or suspected hazardous materials.





City Council Meeting City of DeBary AGENDA ITEM

Subject: FDOT Land Donation	Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Roger Van Auker Economic Development & TOD Director	
Meeting Hearing Date February 5, 2020	

REQUEST

Approve a Land Donation of 750 square feet to be (taken from the northwest corner of Fort Florida Road and US 17-92) given to Florida Department of Transportation for the installation of mast arm infrastructure required to signalize the Intersection of US 17-92 and Fort Florida Road.

Approve the 1st Amendment to our Joint Marketing Agreement providing for the conveyance of the 750 square feet to the Florida Department of Transportation.

PURPOSE

The Florida Department of Transportation has designed and will be ready to construct the intersection improvements needed to signalize the US 17-92 / Fort Florida Road Intersection in May of 2020. At this time adequate space for the planned improvements does not exist.

CONSIDERATIONS

- The City owns the 5.98 acres of land (former Lake Villa Site) located at the northwest corner of this intersection.
- On July 3rd 2019, the City Council approved a land donation to FDOT for the mast arm signalization of 750 square feet. This approval started the process to develop the FDOT agreement, legal description and other transfer documents.
- The Cities Standards for US 17-92 signaled intersections require mast arm construction.
- The signalization of this intersection is fully funded, the City's only costs are for the painting of the mast arm to DeBary's standards and the land donation
- The signalization of this intersection will not only greatly improve the safety of this intersection but will also enhance property values in this area.

COST/FUNDING

As the City already owns this land the cost of this transaction are only minimal document preparation and recording fees.

RECOMMENDATION

It is recommended that the City Council: Approve the 750 square foot Land Donation and the 1st Amendment to our Joint Marketing Agreement

IMPLEMENTATION

Execute Ordinance, Deed and Amendment

ATTACHMENTS

Ordinance 01-2020 w Deed

Joint Marketing Agreement

PARCEL No. 132.1
SECTION 79040-2544
STATE RD 15/600
COUNTY VOLUSIA

ORDINANCE NO. 01-2020

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF US HIGHWAY 17-92 AND THE NORTH RIGHT OF WAY OF FORT FLORIDA ROAD DESCRIBED ON EXHIBIT "A"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City is the owner of that certain land more particularly described on the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property abuts the west right of way of US Highway 17-92 and the north right of way of Fort Florida Road, Section No. 79040-2544, in Volusia County, Florida; and

WHEREAS, the Florida Department of Transportation (hereinafter "FDOT") proposes to make certain improvements at said intersection and needs the Property in order to complete such improvements; and

WHEREAS, provided the Property is used for said improvements at said intersection, the City has determined it is not needed for municipal purposes and should be conveyed to FDOT.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF DEBARY:

SECTION 1. RECITALS. The above recitals are incorporated herein by reference and made a part of this Ordinance.

SECTION 2. APPROVAL. The City Council of the City of DeBary hereby approves the transfer and conveyance of the Property to FDOT in the form of the Deed attached hereto as Exhibit "B".

SECTION 3. CONVEYANCE. This Ordinance shall constitute the authorization by the City Council to convey the Property to FDOT and for the Mayor or the City Manager to execute the deed of conveyance on behalf of the City along with any other documents necessary to effectuate the intent of this Ordinance.

SECTION 4. CONFLICTS. If any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, the provisions of this Ordinance shall control.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of DeBary, Florida, on this ____ day _____, 2020.

Mayor Karen Chasez

ATTEST:

City Clerk, Annette Hatch

EXHIBIT "A"

PARCEL NO. 132

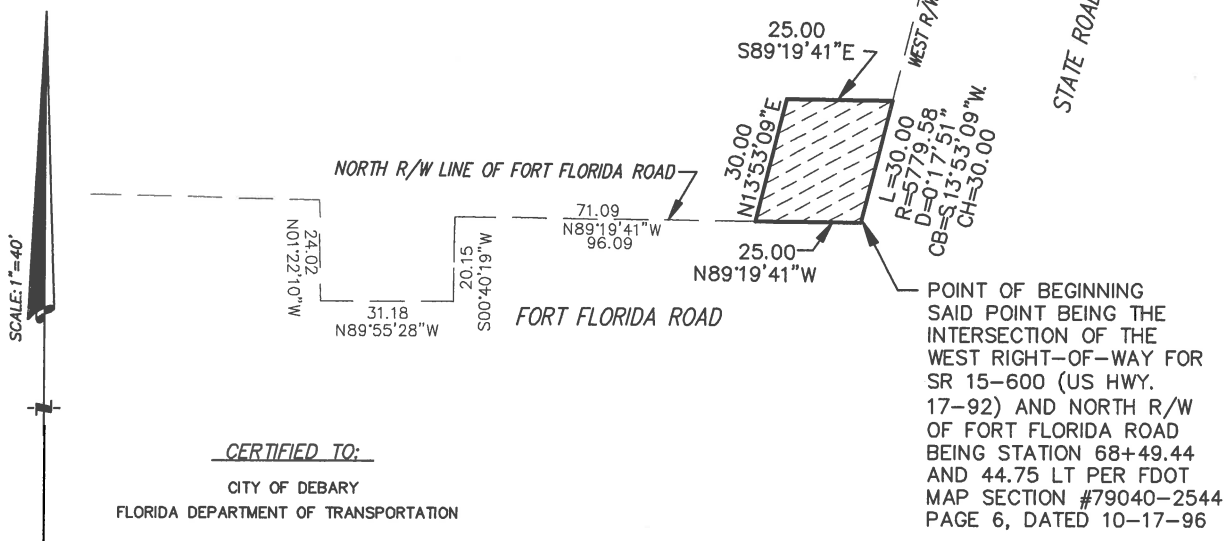
SECTION 79040-2544

" SKETCH OF DESCRIPTION "

"REAL PROPERTY DESCRIPTION FOR UTILITY EASEMENT"

UTILITY EASEMENT BEING A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST LYING IN VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR STATE ROAD 15-600 (US HWY. 17-92) AND NORTH R/W OF FORT FLORIDA ROAD BEING STATION 68+49.44 AND 44.75 LEFT PER FDOT MAP SECTION #79040-2544 PAGE 6, DATED 10-17-96; THENCE RUN NORTH 89°19'41"W., ALONG SAID NORTH R/W OF FORT FLORIDA ROAD 25.00 FEET; THENCE LEAVING SAID NORTH R/W OF FORT FLORIDA ROAD RUN N.13°53'09"E., 30.00 FEET; THENCE RUN S.89°19'41"E., 25.00 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD 15-600, SAID POINT LIES ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, A CHORD BEARING OF S.13°53'09"W., A CHORD DISTANCE OF 30.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 00°17'51" AN ARC DISTANCE 30.00 FEET TO THE POINT OF BEGINNING.



SCALE: 1"=40'

CERTIFIED TO:

CITY OF DEBARY
FLORIDA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
4. BEARINGS ARE BASED ON THE NORTH R/W LINE FOR FORT FLORIDA ROAD ASSUMED AS BEING N.89°19'41"W. PER R/W MAPS AND PREVIOUS SURVEYS.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052(6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807



CLIENT: CITY OF DEBARY
JOB NUMBER: 18-125
CADD DWG. FILE: 18-125

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	6/18/19
REVISED DESCRIPTION	NA	NA	S.R.B.	9/25/19

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA
PH. (386) 668-7332 FAX 668-7337

EXHIBIT B

03-BSD05-03/07

November 21, 2019

This instrument prepared by

Robin D. Derr

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

Deland, Florida 32720-6834

PARCEL NO. 132.1

SECTION 79040-2544

STATE ROAD 15/600

COUNTY VOLUSIA

CITY DEED

THIS DEED, made this _____ day of _____, _____, by the CITY OF DEBARY, a Florida Municipal Corporation, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Grantee: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in VOLUSIA County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the said Grantee forever subject to the provisions set forth on the attached Exhibit "B".

PARCEL NO. 132.1
SECTION 79040-2544
PAGE2

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF DEBARY
A Florida Municipal Corporation

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Printed Name: _____
Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Its City Clerk

ADDRESS OF GRANTOR:
16 Colomba Road
DeBary, Florida 32713

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, _____, by _____, as Mayor, on behalf of the City, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

EXHIBIT "A"

EXHIBIT "A"

PARCEL NO. 132

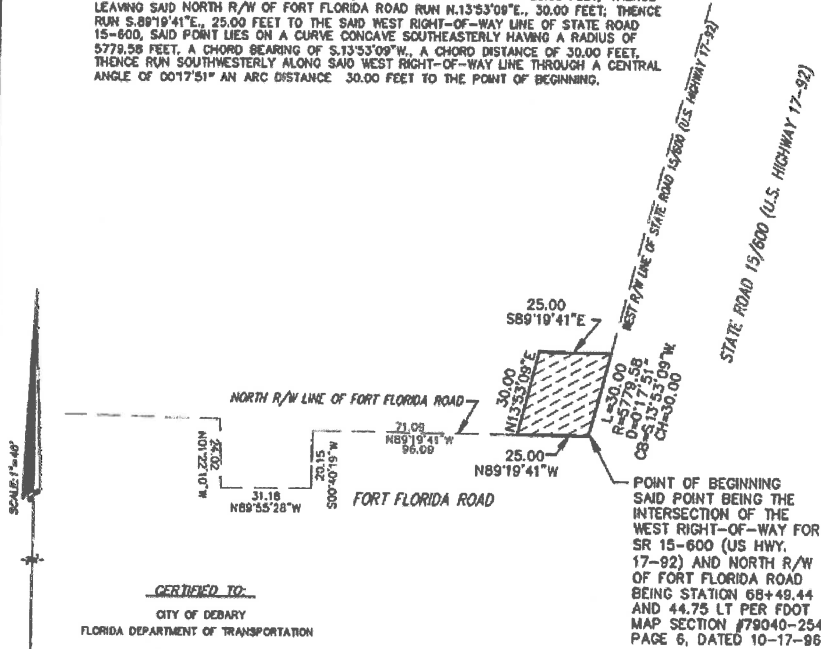
SECTION 79040-2544

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SCALE: 1" = 40'

CERTIFIED TO:

CITY OF DEBARY
FLORIDA DEPARTMENT OF TRANSPORTATION

SURVEYOR'S NOTES:

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3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
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CLIENT: CITY OF DEBARY
JOB NUMBER: 18-125
CADD DWG. FILE: 18-125

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17.002(6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechin
SCOTT BECHIN, P.S.L.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 6807



COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	6/18/19
REVISED DESCRIPTION	NA	NA	S.R.B.	9/25/19

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442

8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA
PH. (386) 668-7332 FAX 668-7337

EXHIBIT "B"

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued by the City shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Grantor agrees to repair any damage caused by the Grantor's exercise of Grantor's rights under paragraphs 1 and 3 above to F.D.O.T.'s facilities located in the conveyed property and to indemnify the F.D.O.T. with respect to such damage, up to the limits of Grantor's sovereign immunity waiver under F.S. 768.28, provided nothing herein shall be construed as a waiver of the Grantor's sovereign immunity rights relating to any third party.
5. Without the written consent of Grantor, Grantee's use of the property conveyed by this deed shall be limited to use for right of way and for installation and operation of a traffic signal mast arm pole. In the event Grantee fails to complete the installation of the traffic signal mast arm pole within five years from the date of recording this deed at no cost to Grantor, title to the subject property shall revert to Grantor.

**FIRST AMENDMENT TO
JOINT MARKETING AGREEMENT**

THIS FIRST AMENDMENT TO JOINT MARKETING AGREEMENT

(hereinafter “First Amendment”) is made and entered into effective the ____ day of _____, 2020 (hereinafter the “Effective Date”) by and between the CITY OF DEBARY, a Florida municipal corporation, (hereinafter the “City”), DEBARY CENTRAL LLC, a Florida limited liability company (hereinafter “DCL”), STEPHANIE M. MILLER, TRUSTEE OF THE MILLER LAND TRUST AGREEMENT dated December 17, 2009 (hereinafter “Miller”) and RAY SANDS and FRANK SLABODNIK (hereinafter collectively “S &S”). The above referenced parties are hereinafter collectively referred to as the “Parties”.

WHEREAS, on or about September 7, 2019, the Parties entered into that certain Joint Marketing Agreement (hereinafter the “Agreement”) that is recorded in Official Records Book 7764, Page 573, Public Records of Volusia County, Florida.

WHEREAS, pursuant to Section 4a of the Agreement, the Parties agreed not to convey any property that is subject to the Agreement.

WHEREAS, the Florida Department of Transportation (hereinafter “FDOT”) has requested that the City convey it a twenty-five by thirty foot parcel of property located at the intersection of the west right of way of US Highway 17-92 and the north right of way of Fort Florida Road (hereinafter the “Parcel”) for the purpose of installing a traffic signal mast arm pole at the intersection.

WHEREAS, the installation of the traffic signal mast arm pole at said intersection will benefit the property of all the Parties.

WHEREAS, the Parties wish to amend the Agreement to authorize the City to convey the Parcel to the FDOT.

WHEREAS, such amendment is authorized pursuant to Section 13 of the Agreement.

NOW, THEREFORE, pursuant to the authority set forth in Section 13 of the Agreement, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Conveyance of Parcel.** The Agreement is amended such that the City is authorized to convey the Parcel to FDOT.

3. **Counterparts.** The First Amendment and any future amendments may be executed in counterparts, all of which executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

4. **Facsimiles/Emails.** The Parties may deliver this First Amendment and any further amendments and all documents executed in connection therewith, electronically via facsimile or email.

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year first above written.

{SIGNATURES ON FOLLOWING PAGES}

CITY OF DEBARY, a
Florida municipal corporation

By: _____
Karen Chasez
Mayor

DEBARY CENTRAL LLC, a
Florida limited liability company

By: EQUITITEC GROUP, LLC,
a Florida limited liability company
Its Manager

By: Index, LLC
a Florida limited liability
company
Its Manager

By: _____
Regan B. Bloss
Manager

STEPHANIE M. MILLER, as Trustee of the
Miller Land Trust Agreement dated
December 17, 2009

RAY SANDS

FRANK SLABODNIK

EXHIBIT "A"

PARCEL NO. 132

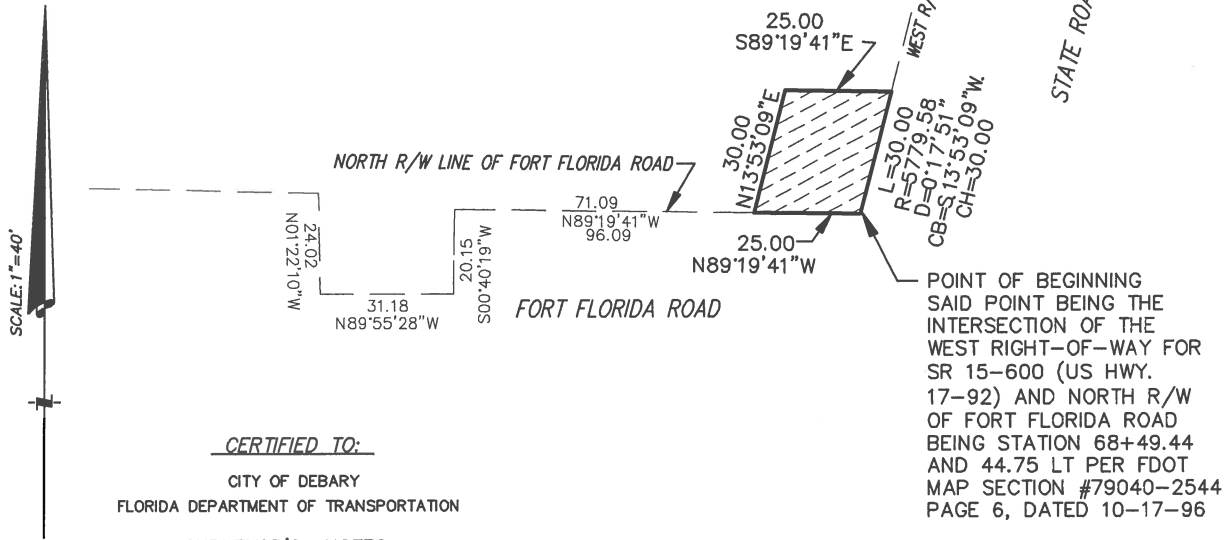
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CERTIFIED TO:

CITY OF DEBARY
FLORIDA DEPARTMENT OF TRANSPORTATION

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CLIENT: CITY OF DEBARY
JOB NUMBER: 18-125
CADD DWG. FILE: 18-125

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052(6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir
SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807



COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	6/18/19
REVISED DESCRIPTION	NA	NA	S.R.B.	9/25/19

SCOTT'S SURVEYING SERVICES, INC.
LB # 7442
8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA
PH. (386) 668-7332 FAX 668-7337



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Temporary Construction Agreement	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Roger Van Auker TOD & Economic Development Director	
Meeting Hearing Date February 5, 2020	

REQUEST

Approve Temporary Construction Yard License Agreement.

PURPOSE

To Facilitate Fort Florida Road improvements ie: Water, Sewer and reclaim mains to be installed. Volusia County Contractor has requested the use of a portion of the City owned land (old Lake Villa Site) to stage equipment and materials that will be used for these improvements.

CONSIDERATIONS

- This particular section of Fort Florida Road has very limited right – of – way space / work space.
- Approving the proposed Temporary Construction Yard License Agreement would greatly assist the installation of the improvements and could expedite the job schedule by staging materials needed and equipment rather than dealing with multiple mobilizations and deliveries.

COST/FUNDING

There is no cost to be incurred by the City.

RECOMMENDATION

It is recommended that the City Council: Approve Temporary Construction Yard License Agreement.

IMPLEMENTATION

Execute the Agreement

ATTACHMENTS

Temporary Construction License Agreement

TEMPORARY CONSTRUCTION YARD LICENSE AGREEMENT

This Temporary Construction Yard License Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 (“Effective Date”), by and between the **City of DeBary**, a Florida municipal corporation, whose address is Attention: City Manager, 16 Colomba Road, DeBary, Florida 32713 (hereinafter referred to as “City”) and Masci Construction, Inc., a Florida corporation, whose address is 5752 South Ridgewood Avenue, Port Orange, Florida 32127 (hereinafter referred to as the “Licensee”).

RECITALS:

WHEREAS, City owns that certain real property located in the northwest corner of U.S. Highway 17-92 and Fort Florida Road the City of DeBary, Volusia County, having Tax Parcel Identification Number 900900000040 as shown on the attached Exhibit “1” (the “Property”); and

WHEREAS, Licensee is the contractor for Volusia County, Florida regarding the installation and construction of water, sewer, and reclaimed water lines within the Fort Florida Road right of way lying between U.S. Highway 17-92 and the Barwick Rd located approximately ½ mile west of U.S. Highway 17-92 (the “Project”); and

WHEREAS, Licensee desires to temporarily use the southern 180 feet of the Property as graphically depicted on the attached Exhibit “1” (the “Premises”) for the temporary storage of certain construction materials to facilitate the construction of the Project; and

WHEREAS, the Project will benefit the City by providing certain utilities that will allow the development and use of certain properties within the City.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of six (6) months unless earlier terminated and ending no later than August 5, 2020 (the “Term”). Upon the mutual written agreement of the City and the Licensee, the Term of this Agreement may be extended for up to an additional three (3) months. Upon expiration of the Term or termination of this Agreement, Licensee shall deliver the Premises to City free of all contamination, materials, debris, garbage, personal property, and other matters, and Licensee shall repair and restore the Premises to the same or better condition that existed as of the Effective Date. The obligations of the prior sentence survives expiration and termination of this Agreement. Either party may terminate this Agreement upon fifteen (15) days written notice to the other party.

3. Use. During the Term of this Agreement, Licensee shall have the right of use and possession of the Premises for the storage of vehicles, equipment and materials to facilitate

the construction of the Project. Licensee shall be responsible for the security and risk protection of vehicles, equipment and materials stored on the Premises and for the safety of persons and property. Licensee shall comply with all laws, ordinances, regulations and rules in the use of the Premises. Licensee shall not cause environmental contamination of the Premises. The Licensee shall not store fuel or petroleum tanks or any other hazardous materials on the Premises. Licensee agrees that the City and its employees shall have the right to access and inspect the Premises at any time.

4. No Charge. Licensee's use of the Premises during the Term shall be free of charge, except for the cost, if any, to restore the Premises to its previous condition prior to termination of the Term. If Licensee fails to timely vacate the Premises upon expiration or termination of the Term, the Licensee shall compensate the City in the amount of \$250.00 per each day that Licensee fails to timely vacate the Premises.

5. No Property Interest. The license granted herein is solely a license only for the express purposes set forth in this Agreement and does not grant any leasehold, easement, property or equitable interest in the Premises to Licensee. The City reserves all rights of ownership of the Premises. The Licensee shall ensure that no other contractor, subcontractor, materialmen, vendor, supplier or any other entity or person shall use the Premises and that no lien shall be filed against the Premises or any other City property. The City is exempt from construction liens and mechanics liens.

6. Insurance. During the Term, Licensee shall procure and maintain general commercial liability insurance in the amount of at least \$2,000,000.00 per occurrence covering the Premises and their storage and construction operations, and Licensee shall include the City as an additional insured under such insurance policy. Evidence of such insurance shall be provided to the City prior to use of the Premises and exercise of the license herein. Further, Licensee and each of its contractors shall procure and maintain workers' compensation insurance in sufficient coverage limits as required by the State of Florida.

7. Indemnification. Licensee accepts the full risk of its employees' and agents' use and possession of the Premises and for the security and protection of persons and personal property upon the Premises. City will not be deemed to have or to have created a bailment of, custody of, care of or control over any equipment, vehicles or materials stored upon the Premises. Except in the event of the City's gross negligence, Licensee shall at all times, assume all risk of and indemnify and hold harmless the City and the City's elected and appointed officials, officers, employees and agents from and against any and all losses, damages, costs and expense (including the City's reasonable attorney's fees and costs through any and all administrative, trial, post judgment and appellate proceedings), arising out of, related to, or resulting from: (i) the Licensee's and its contractors', agents', employees' and invitees' exercise or attempted exercise of its rights and privileges granted to Licensee herein, including but not limited to, property damage, personal injury and/or death resulting from operation, use and maintenance of the Premises and/or Licensee's activities; (ii) the negligence, gross negligence, recklessness, or intentional wrongful misconduct of the Licensee or Licensee's contractors', agents', employees' and invitees' or any person employed or utilized by the Licensee in the use and operation of the Premises, access to the Premises and/or Project construction activities; (iii) any other act or omission by Licensee arising from or concerning this Agreement, including without limitation, Licensee's breach of its responsibilities and duties hereunder; (iv) any lien or claims that may be made upon the City or the Premises due to improvements made or alleged to

be made or authorized by Licensee to the Premises; (v) environmental contamination caused by Licensee or its employees, contractors or agents; and (vi) any risk assumed by Licensee under this Agreement; or (vi) any combination thereof. Licensee shall be responsible for the acts and omissions of its contractors, agents, employees, guests, and invitees and this provision is intended to protect the City from such. It is further understood and agreed that Licensee shall, at the option of the City, defend the City (with attorneys' selected by the City) and Licensee shall further bear all attorneys' fees and other costs and expenses in the defense of any suit arising hereunder, except to the extent due to a default of the City hereunder. This paragraph shall survive termination and expiration of this Agreement.

8. Assignment. Licensee shall not, in whole or part, assign, transfer, pledge as security, mortgage, or otherwise transfer or encumber all or any part of the Premises, this Agreement, or Licensee's interest in this Agreement.

9. Insolvency. The following occurrences or events shall constitute a material default of this Agreement by Licensee: (i) the filing by or against Licensee in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of Licensee to cause any such filing to be dismissed within a period of twenty (20) days after the date of such filing; or (ii) Licensee's making or proposed making of an assignment for the benefit of creditors.

10. Default. If Licensee shall default and breach any other covenant or provision of this Agreement, then the City, after giving Licensee five (5) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and remove Licensee and any personal property and any and all persons therefrom in the manner allowed by law. In the event of the City's default of this Agreement, Licensee shall give the City thirty (30) days prior written notice and an opportunity to cure the default. If the City fails to timely cure the default after such notice and opportunity to cure the Licensee may proceed to terminate this Agreement, or seek specific performance against the City, as Licensee's only remedies. Except as expressly provided in Section 11 below, in no event shall the City have any monetary liability pursuant to this Agreement, and Licensee hereby waives and releases the City from the same.

11. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the non-prevailing party reasonable attorneys' fees and costs of litigation, including through all appeals.

12. Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered through United States mail, postage prepaid, certified, return receipt requested, or (iii) via overnight delivery, and addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) one (1) day after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested, or overnight delivery, or (ii) upon hand-delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

13. Applicable Law/Non-Recording. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Volusia County, Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity protections and defenses, or any other privileges, immunities, protections and defenses afforded to City or any of its officials, employees and agents by law. Neither this Agreement nor any memorandum of this Agreement, nor any portion of this Agreement, shall be recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the City and Licensee have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Print

Witness

Print

Witness

Print

Witness

Print

City:

THE CITY OF DEBARY, a Florida municipal corporation

Karen Chasez, Mayor

Date: _____

Licensee:

MASCI CONSTRUCTION, INC., a Florida corporation

By:

Its: _____

Date: _____

BOUNDARY SURVEY

FOR

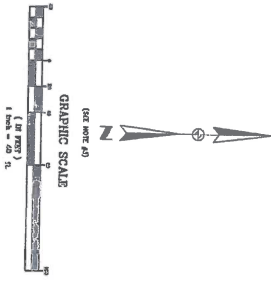
CITY OF DEBARY
SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST
VOLUNSA COUNTY, FLORIDA

REAL PROPERTY DESCRIPTION

THIS SURVEY IS A PRELIMINARY SURVEY FOR THE CITY OF DEBARY, FLORIDA, AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR AS EVIDENCE IN A COURT OF LAW. THE CITY OF DEBARY, FLORIDA, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EVIDENCE OF ADVERSE POSSESSION. THE SURVEYOR HAS ALSO CONDUCTED A SEARCH OF THE PUBLIC RECORDS AND HAS FOUND NO RECORDS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A SEARCH OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO RECORDS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A SEARCH OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO RECORDS THAT WOULD AFFECT THE SURVEY.

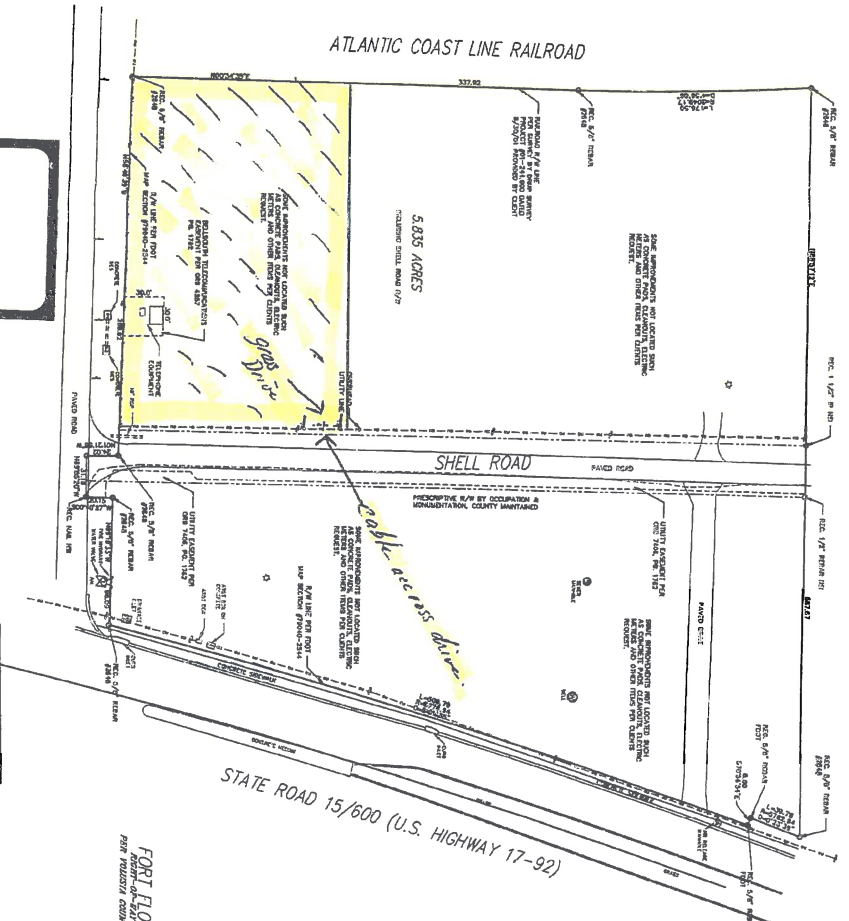
SURVEYOR'S NOTES

- 1) SURVEY WAS CONDUCTED USING A TOTAL STATION AND A GPS RECEIVER.
- 2) NO ENCUMBRANCES OR EVIDENCE OF ADVERSE POSSESSION WERE OBSERVED ON THE SURVEY.
- 3) THE PROPERTY IS LOCATED IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUNSA COUNTY, FLORIDA.
- 4) THE PROPERTY IS LOCATED ON THE EAST SIDE OF STATE ROAD 15/600 (U.S. HIGHWAY 17-92).
- 5) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.
- 6) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.
- 7) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.
- 8) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.
- 9) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.
- 10) THE PROPERTY IS LOCATED ON THE EAST SIDE OF SHELL ROAD.



ABBREVIATION LEGEND

1" = 10'	1" = 10'
1" = 20'	1" = 20'
1" = 30'	1" = 30'
1" = 40'	1" = 40'
1" = 50'	1" = 50'
1" = 60'	1" = 60'
1" = 70'	1" = 70'
1" = 80'	1" = 80'
1" = 90'	1" = 90'
1" = 100'	1" = 100'
1" = 120'	1" = 120'
1" = 150'	1" = 150'
1" = 200'	1" = 200'
1" = 300'	1" = 300'
1" = 400'	1" = 400'
1" = 500'	1" = 500'
1" = 600'	1" = 600'
1" = 700'	1" = 700'
1" = 800'	1" = 800'
1" = 900'	1" = 900'
1" = 1000'	1" = 1000'



SCOTT'S SURVEYING SERVICES, INC.
1800 S. W. 17th Ave., Suite 204
Fort Lauderdale, FL 33329
Tel: (954) 344-1337 Fax: (954) 344-1337

DATE	8/18/18
BY	J. Scott
CHECKED BY	J. Scott
APPROVED BY	J. Scott
SCALE	1" = 40'
PROJECT NO.	1800 SW 17th Ave
CLIENT	CITY OF DEBARY
LOCATION	SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUNSA COUNTY, FLORIDA

Exhibit 417



City Council Meeting City of DeBary AGENDA ITEM

Subject: General Stormwater Engineering Services	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date: February 5, 2020	

REQUEST

City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-50 with Pegasus Engineering in order to provide services as directed by City Council associated with the General Stormwater Engineering Services.

PURPOSE

This agenda item is needed at this time to allow Pegasus Engineering to proceed with services for the City of DeBary from January 1, 2020 through March 31, 2020.

CONSIDERATIONS

The purpose of this Task Order is to allow Pegasus Engineering to provide the professional engineering services as outlined in the attached Task Order.

COST/FUNDING

The cost of the professional engineering services is in the amount of \$50,000.00 which will be paid for by the Stormwater Fund.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the City Attorney and City Manager to finalize the attached Task Order with Pegasus Engineering, LLC for the General Stormwater Engineering Services in an amount not-to-exceed \$50,000.00 through March 31, 2020.
2. Authorize the cost of the Task Order to be paid from the Stormwater Fund.

IMPLEMENTATION

N/A

ATTACHMENTS

Task Order No. 2015-50.



TASK ORDER NO.: 2015-50

PROJECT NAME: **General Stormwater Engineering Services**

CLIENT: City of DeBary
16 Colomba Road
DeBary, Florida 32713

The vendor, Pegasus Engineering, LLC, located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, is a Corporation authorized to do business in the state of Florida. As part of this Task Order, Pegasus Engineering, LLC, will perform the following services as directed by the City Council, the City Manager, or Department Managers from January 1, 2020 through March 31, 2020.

- Prepare and submit the FY 2020/2021 Districtwide Cost-Share applications to the St. Johns River Water Management District (SJRWMD) for the Valencia Road and Woodbound Lake drainage projects;
- Prepare conceptual construction plans and/or conceptual cost estimates for the Benson Junction Road improvements, the Dutchmans Bend Road improvements, and the West Highbanks Road drainage ditch improvements;
- Prepare and submit Emergency Field Authorization requests to the St. John River Water Management District (SJRWMD) in order to perform emergency pumping (e.g., Lake Anna Marie and Woodbound Lake);
- Participate in the bi-weekly City Manager/City Attorney meetings;
- Coordinate with Volusia County, City staff, and Jones Edmunds regarding the Gemini Springs septic tank abatement program and the Gemini Springs Wastewater Treatment Feasibility Analysis Report;
- Perform site inspections and evaluations of drainage problem areas with City staff and/or homeowners;
- Assist City staff with emergency pumping efforts associated with elevated lake levels or in preparation of significant weather events (e.g., Woodbound Lake and Gem Lake);
- Coordinate with various subconsultants to provide the City with requested services (e.g., survey, traffic engineering, landscape, etc.);
- Prepare for and attend the Volusia County Local Mitigation Strategy (LMS) quarterly meetings;



- Participate in the Lake Monroe, Blue Spring, and Gemini Springs Basin Management Action Plan (BMAP) annual meetings and submit requested project updates to the Florida Department of Environmental Protection (FDEP) on behalf of the City;
- Prepare various drainage figures and exhibits for meetings, presentations, and field reviews;
- Prepare for and conduct presentations and stormwater updates to City Council;
- Update the lake level database and graphs and review the quarterly and annual lake monitoring reports; and
- Coordinate with the Florida Department of Transportation (FDOT) to request authorization via permit submittals to perform emergency pumping and utilize the U.S. Highway 17/92 drainage system (e.g., depressional area adjacent to Benson Junction Road and Lake Hibiscus).

The total Not-to-Exceed of this Task Order is Fifty Thousand Dollars (\$50,000.00). This fee includes fees associated with miscellaneous subconsultant services (e.g., traffic engineering, appraisals, surveys, etc.). The Client agrees to pay Pegasus Engineering, LLC for its services based on approved monthly invoices.

This Task Order shall be governed by the Continuing Consulting Contract for General Engineering Services agreement dated July 29, 2015.

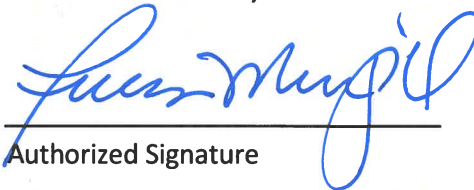
Client Signature:

Vendor Signature:

CITY OF DEBARY

PEGASUS ENGINEERING, LLC

By: _____
Authorized Signature

By: 
Authorized Signature

Carmen Rosamonda
Printed Name

Fursan Munjed, P.E.
Printed Name

City Manager
Title

Principal / Project Manager
Title

Date

January 24, 2020
Date



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Disability Tax Service Agreement	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date February 5, 2020	

REQUEST

City Manager requests that the City Council to approve the Disability Tax Service Agreement between the City of DeBary and Lina Benefit Payments, Inc.

PURPOSE

To allow Lina Benefit Payments to provide tax compliance services for disability insurance benefits paid to City of DeBary employees. Tax compliance service includes withholding FICA from monies paid to employees who receive long-term disability payments as well as W-2 preparation, and W-2 preparation for employees who receive short-term disability payments.

CONSIDERATIONS

None.

COST/FUNDING

N/A

RECOMMENDATION

It is recommended that the City Council approve the Agreement as presented.

IMPLEMENTATION

Immediate.

ATTACHMENTS

Disability Tax Service Agreement.

DISABILITY TAX SERVICE AGREEMENT

Between
LINA BENEFIT PAYMENTS, INC.
(“Payment Agent”)
And

City of Debarry

(“Employer”)

In consideration of the payment of premiums and/or fees under the group insurance policies and/or ASO agreements identified below (collectively, the “Plan”), Payment Agent agrees to provide the tax compliance services described in this Agreement to Employer, with respect to benefits paid by companies affiliated with Payment Agent under the Plan.

- A. Insured Employer FICA Match Services (*insured policies only; list policy numbers*)

LTD/SGD612108

- B. Employer-Funded FICA Match Services (*list policies and ASO agreement numbers*)

- C. W-2 Services Only (*list policies and ASO agreement numbers*)

STD/SGD612107

- D. List of Payments Only (*list policies and ASO agreement numbers*)

(Do not list (i) ASO agreements for which advice-to-pay services are provided; or (ii) policies and ASO agreements under which no part of the benefit payment is taxable Sick Pay under IRS regulations.)

This Agreement shall be effective on the later of 1/1/2020 and the date this Agreement is signed by the Employer. Services shall be provided with respect to calendar years ending while this Agreement is in effect; except that if the effective date of this Agreement is later than the effective date of the Plan, services shall only be provided with respect to calendar years beginning on or after such effective date.

Unless this Agreement is otherwise terminated as hereinafter provided, Payment Agent shall continue to provide services, with respect to benefit payments made by affiliates of Payment Agent, notwithstanding the termination of the Plan.

This Agreement may be terminated by Employer at any time upon 60 days’ written notice. This Agreement may be terminated by Payment Agent, in the event that (i) Employer has not complied with its obligations under this Agreement, which has not been corrected to Payment Agent’s reasonable satisfaction within 30 days of written notice by Payment Agent; (ii) upon written notice, in the event that Payment Agent is subject to any penalty resulting from the furnishing of incorrect information by Employer; (iii) upon written notice, if there is any change in law or regulation that prohibits the performance of the services described herein by Payment Agent, or that materially increases Payment Agent’s costs or burdens in performing such services; or (iv) upon 180 days’ written notice, in the event that Payment Agent generally discontinues providing the services for all disability customers of Payment Agent’s affiliates. Notwithstanding, if this Agreement is terminated during a calendar year, and if any policies or agreements have been identified under A. or B. above, services with respect to such policies or agreements shall cease at the end of that calendar year, and shall include preparation of Forms W-2 with respect to that calendar year.

As used herein, “Sick Pay” means the taxable portion of disability benefits paid by affiliates of Payment Agent under the Plan, as determined under the Internal Revenue Code and regulations of the Internal Revenue Service.

DESCRIPTION OF SERVICES PROVIDED

Payment Agent shall perform the following services, with respect to all applicable calendar years that this Agreement is in effect.

I. Services Provided For All Policies and ASO Agreements

1. Payment Agent will withhold the employee portion of FICA taxes, with respect to taxable Sick Pay.
2. For fully insured benefits, or self-insured benefits funded by a trust which bears an insurance risk, Payment Agent will withhold federal income taxes according to any Form W-4S submitted by a payee. In other cases, where withholding of federal income tax is mandatory under IRS regulations, Payment Agent will withhold at the rate applicable to payments of supplemental wages, with respect to taxable Sick Pay. Notwithstanding the foregoing, Employer may elect to determine the dollar amount of any income taxes to be withheld by Payment Agent and advise Payment Agent of such amounts. Where Employer elects to do so, Employer represents and warrants that it will correctly calculate the amount to be withheld, based on applicable federal withholding regulations, and based on net benefit amounts payable to employees.
3. For fully insured benefits, and for ASO agreements listed in B. above, Payment Agent will deposit all withheld taxes with the appropriate federal depository on the due date thereof in accordance with the procedures under Section 6302 of the Internal Revenue Code and the regulations thereunder, as now in effect or hereafter amended. Except for ASO agreements listed in B. above, any taxes withheld with respect to self-insured benefits will be paid to the Employer, who shall be responsible for depositing such withheld taxes with the Internal Revenue Service.
4. Payment Agent will report amounts deposited by Payment Agent in Payment Agent's Quarterly Federal Tax Return, Form 941.
5. Payment Agent will provide Employer, on a weekly basis, reports of benefit payments and amounts of employee FICA tax withheld, for policies listed in D. above.
6. Payment Agent will provide Employer, on or before January 15th of the calendar year following the year in which taxable Sick Pay payments were made, a report of payments of taxable Sick Pay and amounts of taxes withheld, for policies listed in D. above, to facilitate Employer's preparation of Form W-2 with respect to such payments.
7. Payment Agent will perform any other obligations which would be imposed on Payment Agent by the Internal Revenue Code and IRS regulations in the absence of this Agreement.
8. Payment Agent shall use its own Employer Identification Number when making payments or filing reports or returns hereunder.

II. W-2 Services Provided for all Policies and ASO Agreements (other than those listed in D. above)

1. Payment Agent will prepare and electronically file Form W-2, with the Internal Revenue Service and with all appropriate state revenue authorities, covering only Sick Pay paid by affiliates of Payment Agent to payees under the Plan. The Employee copy of Form W-2 will be mailed to the Employee on or before January 31st following the calendar year in which such payments were made.
2. Employer acknowledges that Forms W-2 prepared by Payment Agent will include only the taxable amounts of Sick Pay; amounts of FICA and federal income taxes withheld; and any nontaxable portion of benefits paid in Box 12. Employer remains responsible for any other required W-2 reporting, including but not limited to amounts deducted from benefit payments, amounts deposited in flexible spending accounts, imputed income under Section 79 of the Internal Revenue Code, and costs of employer-provided health insurance required to be reported in Box 12.
3. Payment Agent agrees to make suitable arrangements for resolution of any questions raised by payees who receive Forms W-2 prepared by Payment Agent and, where appropriate, to issue revised Forms W-2. In the event that an inaccurate Form W-2 is prepared, solely due to Payment Agent's error, Payment Agent shall reimburse the payee for the reasonable cost of filing an amended Form 1040, if required.

III. Employer FICA Services Provided for all Policies and ASO Agreements listed in A. and B. above

Payment Agent will deposit the Employer’s portion of FICA taxes, with respect to taxable Sick Pay.

For policies listed under A. above, the Employer’s portion of FICA tax has been included under the terms of the policy(ies) as a benefit which is paid for by the Employer without charge to employees.

For policies and ASO agreements listed under B. above, Employer shall provide Payment Agent with funds sufficient for the payment of the Employer’s portion of FICA taxes, through a means acceptable to Payment Agent. Payment Agent shall only be required to pay the Employer’s portion of FICA taxes where Employer has provided Payment Agent with funds for this purpose. In the event Employer fails to fund Payment Agent’s payment of the Employer’s portion of FICA taxes, Payment Agent reserves the right to transfer such liability to the Employer pursuant to IRS Regulation 26 CFR 32.1(e)(2).

IV. Employer’s Obligations

Employer represents and warrants that the information provided in Schedule I, and any updates to Schedule I, is true and correct. No later than December 15th prior to the start of any calendar year that this Agreement is in force, or upon any material change to the employee contribution provisions of its Plan, Employer shall provide Payment Agent with an updated Schedule I. Payment Agent shall be entitled to rely on the information contained in the most recent Schedule I provided by Employer. Employer assumes full responsibility for any costs or penalties incurred by Payment Agent if the information provided in Schedule I, or any updates to Schedule I, is incorrect or incomplete.

Employer agrees to provide Payment Agent on a timely basis with such other information and documents as Payment Agent may reasonably need to discharge any functions which it assumes under this Agreement.

Employer shall remain responsible for all requirements of the Internal Revenue Code, IRS regulations, and state and local income tax laws and regulations, except for those which are expressly the responsibility of Payment Agent under this Agreement or directly under applicable law. Payment Agent assumes no responsibility for any other duties, actions or requirements imposed upon the Employer or upon any employers whose employees have coverage under the Plan, under any other provision of local, state or federal tax law.

Neither Payment Agent nor its affiliates can provide Employers with legal or tax advice. Employers may refer to [IRS Publication 15-A](#) for more information regarding the tax compliance obligations relating to Sick Pay.

All notices to Payment Agent should be sent to: CIGNA Group Insurance, Tax Compliance Unit, LLTCU, 900 Cottage Grove Road, Hartford, CT 06152.

LINA BENEFIT PAYMENTS, INC.



Theresa Press
Assistant Treasurer

City of Debary

Employer

Date _____

Date _____

By: _____

Title: _____



EMPLOYER REPRESENTATIVE SIGNATURE

City of Debary

Life/SGM610987, AD&D/SOK608172, STD/SGD612107, LTD/SGD612108

We acknowledge receipt of the Client Requirements Document. We confirm the accuracy of the proposal from the insurance Company named below and hereby accept the terms and conditions of the Proposal and any attachments or modifications made to the Proposal.

We confirm the accuracy of the plan and coverage identification information contained in the above mentioned implementation documents and agree to the premium billing information contained in the Premium Remittance section. We hereby request the issuance of insurance policies (the creation of plan documents for self-insured benefits) on the basis of this coverage and premium billing information.

If applicable, we authorize LINA Benefit Payments, Inc. to perform the tax-related services related to our disability benefits described in Disability Tax Service Agreement Schedule I.

We confirm the appointment of our producer identified in the Producer Information section and authorize payment of compensation as described in the Client Requirements Document and Proposal.

We authorize any correspondence that is directed to us, relating to any policy or agreement issued by the Insurance Company, may be disclosed to each broker of record designated by us in connection with any policy or agreement issued by the Insurance Company.

If a TPA has been designated to provide information to the Insurance Company, we authorize the Insurance Company to rely on any information provided to the Insurance Company by our TPA.

Applicable if Life or Accident insurance is being provided: We confirm that benefit payments of \$5,000 or more under non-disability policies will be credited to a Draft Account in the name of the claimant or beneficiary with the Insurance company if not otherwise requested by the beneficiary.

We acknowledge receipt of the Privacy Notice.

We understand that if applicable insurance policies are to be issued to the Group Insurance Trust for Employers in the following industry types:

- | | | |
|--|---|--|
| Agricultural, Forestry & Fishing 0111-0971 | Transportation & Public Utilities 4011-4971 | Finance, Insurance & Real Estate 6011-6799 |
| Mining 1011-1499 | Wholesale Trade 5012-5199 | Services 7011-8999 |
| Construction 1521-1799 | Retail Trade 5211-5999 | Public Administration 9111-9721 |
- (References are to the primary SIC code.)*

If applicable, we hereby adopt the above-named trust as co-settlor and subscribe to that trust for the purpose of participation in these policies, which shall only cover our eligible employees, and, if applicable, retirees and dependents. We confirm the appointment of Wilmington Trust Company as Trustee, and of Life Insurance Company of North America ("LINA") as trust administrator. We appoint LINA, in its capacity as trust administrator, to represent us in dealings with the Trustee related to the insurance trust. We understand that, in the event the policy(ies) are terminated for any reason, we will cease to be a participant in the insurance trust. We understand that no benefits are provided by the trust other than the benefits described in the insurance policy(ies).

Date

Authorized Employer Representative
(print)

Authorized Employer Representative
(sign)



City Council Meeting City of DeBary AGENDA ITEM

Subject: Contract to Purchase 407 W Highbanks	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Roger Van Auker TOD/Economic Development Director	
Meeting Hearing Date 1-22-20	

REQUEST

Approve Contract to purchase 407 W Highbanks, DeBary Florida.

PURPOSE

- Due to a stormwater flooding problem on West Highbanks in 2019 Council approved the purchase of two properties 405 W Highbanks & 409 W Highbanks.
- It was decided to demolish the two houses (that flooded) to design and construct a stormwater retention pond.
- It was later discovered 407 W Highbanks was a vacant lot that may be available for purchase that would be situated between the two ponds that were to be constructed.
- If 407 W Highbanks could be purchased certain design and capacity efficiencies could be achieved.
- The owner of 407 was contacted regarding the purchase of 407 W Highbanks and a sales price was negotiated.
- The purchase of 407 W Highbanks would allow for a much more efficient and effective stormwater retention system to address the existing flooding problem.

CONSIDERATIONS

- 407 W Highbanks was listed for sale in 2019 for \$29,900.00.
- Staff negotiated a sales contract for \$12,000.00 net to the seller.
- City Engineer feels very comfortable regarding the condition of this parcel and how it will enhance the capabilities of the proposed stormwater system.
- The contractual inspection period proposed is 21 days.

- Proposed closing date is March 1st

COST/FUNDING

Estimated price of the acquisition of 407 W Highbanks is \$12,700.00 inclusive of survey cost and would be funded from the Drainage and Maintenance line of Five Year CIP Stormwater fund.

RECOMMENDATION

Staff recommends approval of contract to purchase 407 W Highbanks for expansion of stormwater system.

IMPLEMENTATION

Execution of the Contract

ATTACHMENTS

Vacant Land Contract with addendum

Vacant Land Contract



- 1* **1. Sale and Purchase:** Obrochta Stanley & Obrochta Anna ("Seller")
 2* and The City of DeBary ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: 407 West Highbanks DeBary FL 32713
 6* Legal Description: Lot 4 Blk 1 Unit 1 St Johns River est
 7 as recorded in Map Book 27, Page 42, Public records of Volusia
 8 County Florida
 9
 10
 11* SEC 18 /TWP 30 /RNG 31 of Volusia County, Florida. Real Property ID No.: 8031010040
 12* including all improvements existing on the Property and the following additional property: _____
 13
 14* **2. Purchase Price:** (U.S. currency) \$ 12,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Fishback Law Firm
 17* Escrow Agent's Contact Person: Mark Ahlers
 18* Escrow Agent's Address: 1947 Lee Road Winter Park FL 32789
 19* Escrow Agent's Phone: 407-262-8400
 20* Escrow Agent's Email: mfa@fishback.com
 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 10 days (3 days if left blank)
 24* after Effective Date \$ 2,000.00
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 29* (d) Other: \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ 10,000.00
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____
 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before see attached addendum, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has
 42 signed or initialed and delivered this offer or the final counter-offer.
 43* **4. Closing Date:** This transaction will close on see attached addendum ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
 45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.
 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
 VAC-12 Rev 8/19

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 * (a) **Buyer** will pay cash for the Property with no financing contingency.

57 * (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified
58 * below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date,
59 * whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days
60 after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and
61 other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
63 returned.

64 * (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 * or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
66 * adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70 * (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 * **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72 * _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82 * (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83 * _____
84 * LN# _____ in the approximate amount of \$ _____ currently payable at
85 * \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 * fixed other (describe) _____
87 * interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 * **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90 * assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 * which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**,
92 * this contract will terminate; and **Buyer's** deposit(s) will be returned.

93 * **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94 * contract, may assign but not be released from liability under this contract, or may not assign this contract.

95 * **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 * deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 * other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 * (Check one) **Seller's** **Buyer's** expense and

105 * (Check one) within _____ days after Effective Date at least _____ days before Closing Date,

106 * (Check one)

107 * (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 20 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 21 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 165 • (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
 166 being satisfied that either public sewerage and water are available to the Property or the Property will be
 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 • Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
 191 costs indicated below.

- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196* Estoppel Fee(s)
- 197** Other: _____

- 198 (b) **Buyer Costs:**
- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207* Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will
236 extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this**
237 **contract.**

238 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
239 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
240 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
241 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
242 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive
243 all payments made by the governmental authority or insurance company, if any.

244 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
245 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
246 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
247 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
248 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
249 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
250 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
251 continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and
252 **Buyer's** deposit(s) will be returned.

253 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
254 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
255* **this contract, regarding any contingency will render that contingency null and void, and this contract will**
256* **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
257* **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
258* **delivered to or received by that party.**

259* **15. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
260* **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
261* **incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or
262 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
263 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
264* communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
265* Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any
266 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
267 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This
268* contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
269 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
270 permitted, of **Seller**, **Buyer**, and Broker.

271 **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
272 closing or termination of this contract.

273 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
274 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
275 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
276 liable for the full amount of the brokerage fee.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
VAC-12 Rev 8/19

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277 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
278 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
279 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
280 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
281 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
282 equity to enforce Seller's rights under this contract.

283 17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
284 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
285 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

286 18. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
287 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
288 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
289 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
290 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
291 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
292 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
293 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
294 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

295 19. ~~Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations~~
296 ~~that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this~~
297 ~~contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor~~
298 ~~reporting requirements, the effect of property lying partially or totally seaward of the CGL, etc.) and for tax,~~
299 ~~property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside~~
300 ~~in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller~~
301 ~~representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and~~
302 ~~government agencies for verification of the Property condition and facts that materially affect Property~~
303 ~~value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all~~
304 ~~levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising~~
305 ~~from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold~~
306 ~~harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or~~
307 ~~damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or~~
308 ~~display of listing data by third parties, including, but not limited to, photographs, images, graphics, video~~
309 ~~recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's~~
310 ~~performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,~~
311 ~~Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)~~
312 ~~products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each~~
313 ~~assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve~~
314 ~~Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.~~
315 ~~This Paragraph will survive closing.~~

316 20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

321 21. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller
322 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate
323 brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent
324 Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or
325 other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

326* (a) N/A (Seller's Broker)
327* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
328* (specify):
329* (b) N/A (Buyer's Broker)
330* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
331* compensation other (specify):

332 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
333 (Check if applicable):
334* A. Back-up Contract
335* B. Other _____
336

337* 23. Additional Terms:
338 See attached addendum
339
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353 COUNTER-OFFER/REJECTION

354* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
355 deliver a copy of the acceptance to Seller).
356* Seller rejects Buyer's offer

357 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
358 signing.

359* Buyer: _____ Date: _____

360* Print name: City of DeBary, a Florida municipal corporation

361* Buyer: _____ Date: _____

362* Print name: _____

363 Buyer's address for purpose of notice:

364* Address: C/O Mark Ahlers, Esquire, Fishback Law Firm 1947 Lee Road, Winter Park FL 32789

365* Phone: 407-262-8400 Fax: _____ Email: mfa@fishback.com

366* Seller: [Signature] Date: 1/8/20

367* Print name: Anna Obrochta

368* Seller: [Signature] Date: 1/8/20

369* Print name: Stanley Obrochta

370 Seller's address for purpose of notice:

371* Address: 2938 Oceans Trace Daytona Beach Shores, Florida 32118

372* Phone: 386-527-2400 Fax: _____ Email: _____

373* Effective Date: _____ (The date on which the last party signed or initialed and delivered the
374 final offer or counter-offer.)

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ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this “Addendum”) is made and entered into effective as of the ____ day of _____, 2020 (the “Effective Date”), by and between **STANLEY OBROCHTA AND ANNA OBROCHTA**, a Florida limited liability company (“Seller”); and **CITY OF DEBARY.**, a Florida municipal corporation (“Buyer”) as part of and incorporated into the Vacant Land Contract to which this Addendum is attached, all for the purchase and sale of the Property described therein. This Addendum and the Vacant Land Contract to which this Addendum is attached collectively constitute the Contract.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Any defined term used in this Addendum that is not specifically defined herein shall have the meaning given to such term in the Vacant Land Contract.

3. Time for Acceptance. Paragraph 3 is amended such that Seller shall execute and deliver the Contract and Addendum to Buyer and Buyer shall submit the same for approval to the City of DeBary City Council. The Contract and Addendum shall remain a valid and binding offer provided the same is approved by the City Council and then executed by the Mayor or other authorized representative of the Buyer within thirty (30) days from the date Seller delivers the same to the Buyer.

4. Closing Date. Paragraph 4 of the Vacant Land Contract is amended to provide that the Closing Date shall be on or before March 1st, 2020

5. Paragraph 19 of the Vacant Land Contract is deleted in its entirety.

6. Brokers. Paragraph 21 of the Vacant Land Contract is amended such that Seller represents it has not retained a broker and is not responsible for any broker’s fees or commissions for this transaction and Buyer represents it has not retained a broker and is not responsible for any broker’s fees or commissions for this transaction. Seller and Buyer each indemnify and hold the other harmless from any loss or damage arising from such party’s representations. This Paragraph 6 survives termination, expiration, and closing of the Contract.

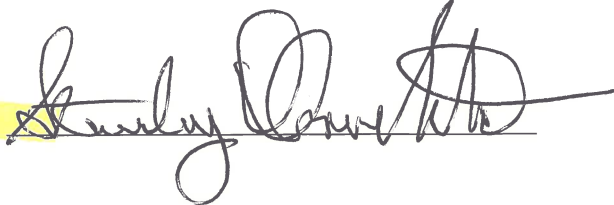
7.Closing Costs. Paragraph 10 (b) is amended such that the costs set forth in Paragraph 10(a) shall be paid for by buyer rather than seller

8. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Contract. Except as set forth in this Addendum, the Contract in its original form shall have full force and effect. In the event of any conflict or ambiguity between the Vacant Land Contract and this Addendum, this Addendum controls. This Addendum may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date of this Addendum.

SELLER :

By: 

Stanley Obrochta

By: 

Anna Obrochta

BUYER:

CITY OF DEBARY,
a Florida municipal corporation

By: _____

(Print Name)

Its: _____



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: TOD Area Multi-Family Development Moratorium	Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Matt Boerger, Growth Management	
Meeting Hearing Date Enter Date Here	

REQUEST

To adopt a moratorium on multifamily development within the Transit Oriented Development (TOD) Overlay District.

PURPOSE

The City needs to implement a temporary moratorium on multifamily developments within the TOD area to allow time to enhance the development standards and minimum mixed use requirements to ensure that the area does not result in a single use multifamily district which is inconsistent with the vision of this area.

CONSIDERATIONS

The City of DeBary was one of the first communities along the SunRail line to begin preparing for the future of commuter rail which was to come in May of 2014. The City amended its Comprehensive Plan and Land Development Codes to accommodate transit oriented development around the future SunRail Station. In 2010, the Future Land Use designation around the station was amended to South East Mixed Use Area Transit Oriented Development. This land use designation allows for a density up to 32 dwelling units per acre and included a mix of uses such as single family residential, multifamily residential, heavy commercial, light commercial, office, and light industrial. Also in 2010, the City drafted and adopted the TOD Regulating Code and Overlay District within the zoning map that allowed for TOD style development but did not make it mandatory. The overlay district allowed for higher density and intensity development, but also allowed the underlying zoning designation entitlements such as agriculture, industrial, office and commercial at much lower densities and no specific design criteria. In 2014, the City performed a Visioning session which demonstrated that the community wished to see a village center style development with a mix of uses and a town square near the train station. Then, in 2015, the TOD Regulating Plan Overlay District was made mandatory to ensure that lower quality development would not collocate next to higher quality TOD style development, thus, providing more certainty and security for investment in the area.

The City is discovering that the current trend for development in our area is for single-use, multi-family apartment complexes. Most of the contact staff is having from potential developers is for apartments only. Single use developers are more prevalent, and therefore more likely to approach DeBary Staff. However, mixed-use developers, while less frequent, do exist and may be a more appropriate fit in this area. While higher densities around the train station is conducive to transit oriented development best practices, if left unchecked, the community could end up with a majority of apartment complexes and little else development types such as office and retail. This is counter to transit oriented development best practices and doesn't achieve the village center style development that the community had envisioned in 2014 during the Visioning Session.

While the previous plans, development requirements and entitlements were meant to accommodate transit oriented development, and ensure a higher quality of development, it does not address today's economy resulting in rapid development expansion. The City needs to implement a moratorium on multifamily development within the TOD in order to allow time to make some revisions to the TOD Regulating Plan. This will allow the City to be better prepared for this type of rapid growth to ensure that a higher quality and a desired mix of development is ensured.

During the propose moratorium, the City will be given the necessary time for the creation of additional standards and requirements relating to commercial and multi-use components for multifamily development and redevelopment and enhanced standards and requirements for multi-family developments that will improve aesthetics, increase property values, decrease road trips required and reduce traffic congestion, make multifamily projects more desirable to commercial and non-commercial tenants, increase walkability and pedestrian traffic, protect against blight and decay, and otherwise fit the City's vision for multifamily development within the area.

Some proposed revisions may be to require that properties over a certain size will be required to provide a minimum mix of multiple development types. For example, if a 15-acre site proposes multi-family, they may be required to provide at least 20% of commercial retail on-site as well. Additionally, architectural and common area design criteria for certain uses such as multi-family will be reviewed for enhancement to ensure that future development meets an even higher standard than currently required. For example, multi-family developments may be required to provide certain window and facade treatments, public art, courtyards, amenities, or offer a palate of acceptable architecture components such as spires, stonework around the base of proposed structures, certain types of siding, awnings, etcetera.

The proposed timeframe for the moratorium is eight months. However, if Staff is able to make the code revisions sooner, then it is possible for City Council to end the moratorium sooner.

COST/FUNDING

No additional cost is proposed.

RECOMMENDATION

It is recommended that the City Council approve the first reading of Ordinance 02-20.

IMPLEMENTATION

Staff will begin working on the code revisions and bring back the proposed changes to the City Council for consideration within the timeframe of the moratorium.

ATTACHMENTS

- Ordinance 02-20
- TOD Future Land Use Map
- TOD Overlay District Zoning Map
- TOD Master Plan
- TOD Area Map

ORDINANCE NO. 02-20

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM UNTIL SEPTEMBER 25, 2020, ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND BUILDING PERMITS FOR PROPOSED MULTIFAMILY DEVELOPMENTS AND PROJECTS WITHIN THE TRANSIT ORIENTED DEVELOPMENT OVERLAY DISTRICT WHICH CONSISTS OF APPROXIMATELY 261 ACRES AND IS LOCATED SOUTH OF DIRKSEN ROAD ON THE EAST AND THE WEST SIDES OF U.S. HIGHWAY 17-92 RUNNING TO APPROXIMATELY 210 FEET SOUTH OF BUCKLEY DRIVE; PROVIDING FOR NON-CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of DeBary (“City”), as provided in section 2(b), Article VIII of the Florida Constitution and chapters 163 and 166, Florida Statutes, enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City is currently in the process of studying, analyzing, and drafting land development regulations and standards relating to multifamily developments located within the transit oriented development overlay district to require commercial and mixed-use components for multifamily developments and projects and to provide enhanced standards and requirements for multi-family developments; and

WHEREAS, the City finds that in order to protect the health, safety and welfare of its citizens, property owners, and businesses for the development and redevelopment of property located within the transit oriented development overlay district, which area is depicted in the map attached hereto as Exhibit “A” and incorporated herein, additional land development regulations and standards in the transit oriented development overlay district are required; and

WHEREAS, once the City staff completes its evaluation of the transit oriented development overlay district relating to multifamily uses with required commercial and mixed-use components and enhanced standards and requirements, the City staff will prepare and process a proposed ordinance amending the City land development standards affecting development regulations for multifamily developments and projects within the transit oriented development overlay district; and

WHEREAS, the City desires to place the public and all parties on notice that the City is considering such land development regulation amendments and creating a temporary moratorium on the acceptance, processing, and consideration of applications for development orders and building permits concerning properties located within the transit oriented development overlay district; and

WHEREAS, the City, in good faith, determines that this Ordinance is in the best interest of the City and its residents, businesses, and property owners, and promotes the health, safety, and welfare of the public as the creation of standards and requirements relating to commercial and multi-use components for multifamily development and redevelopment and enhanced standards and requirements for multi-family developments will improve aesthetics, increase property values, decrease road trips required and reduce traffic congestion, make multifamily projects more desirable to commercial and non-commercial tenants, increase walkability and pedestrian traffic, protect against blight and decay, and otherwise fit the City’s vision for multifamily development within the area, and protect the well-being of the citizens, businesses, and property owners.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. Intent. The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Council’s legislative findings.

SECTION 2. Moratorium. The City hereby places a temporary moratorium (suspension) on the acceptance, processing, and consideration of all applications for development orders, development permits, and building permits for all properties proposing multifamily development located within the transit oriented development overlay district described in the attached Exhibit “A” until September 25, 2020, unless terminated earlier by the City Council. Provided however, building permit applications for the interior modification of existing multifamily structures and developments are excepted from such temporary moratorium. For the purpose of this Ordinance, the terms “development order” and “development permit” mean the same as defined in section 163.3164, Florida Statutes. The moratorium established by this Ordinance may be extended or terminated early by adoption of an ordinance or resolution of the City Council.

SECTION 3. Non-Codification. Given the temporary nature and effect of this Ordinance, it is the intent of the City Council that this Ordinance shall not be codified.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion

shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of DeBary, Florida.

FIRST READING this ____ day of _____, 2020.

SECOND READING this ____ day of _____, 2020.

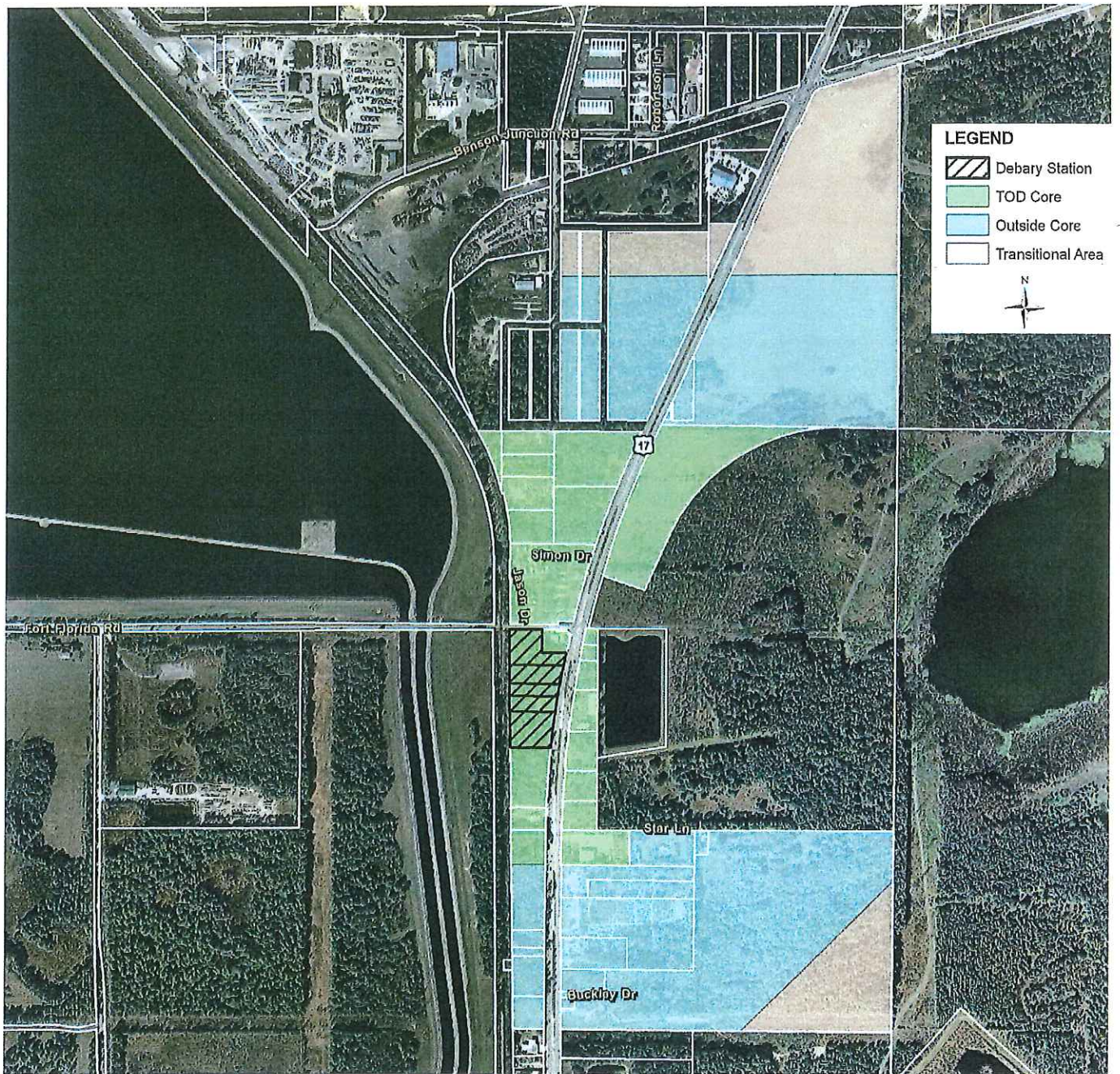
ADOPTED this ____ day of _____, 2020, by the City Council of the City of DeBary, Florida.

**CITY COUNCIL
CITY OF DEBARY**

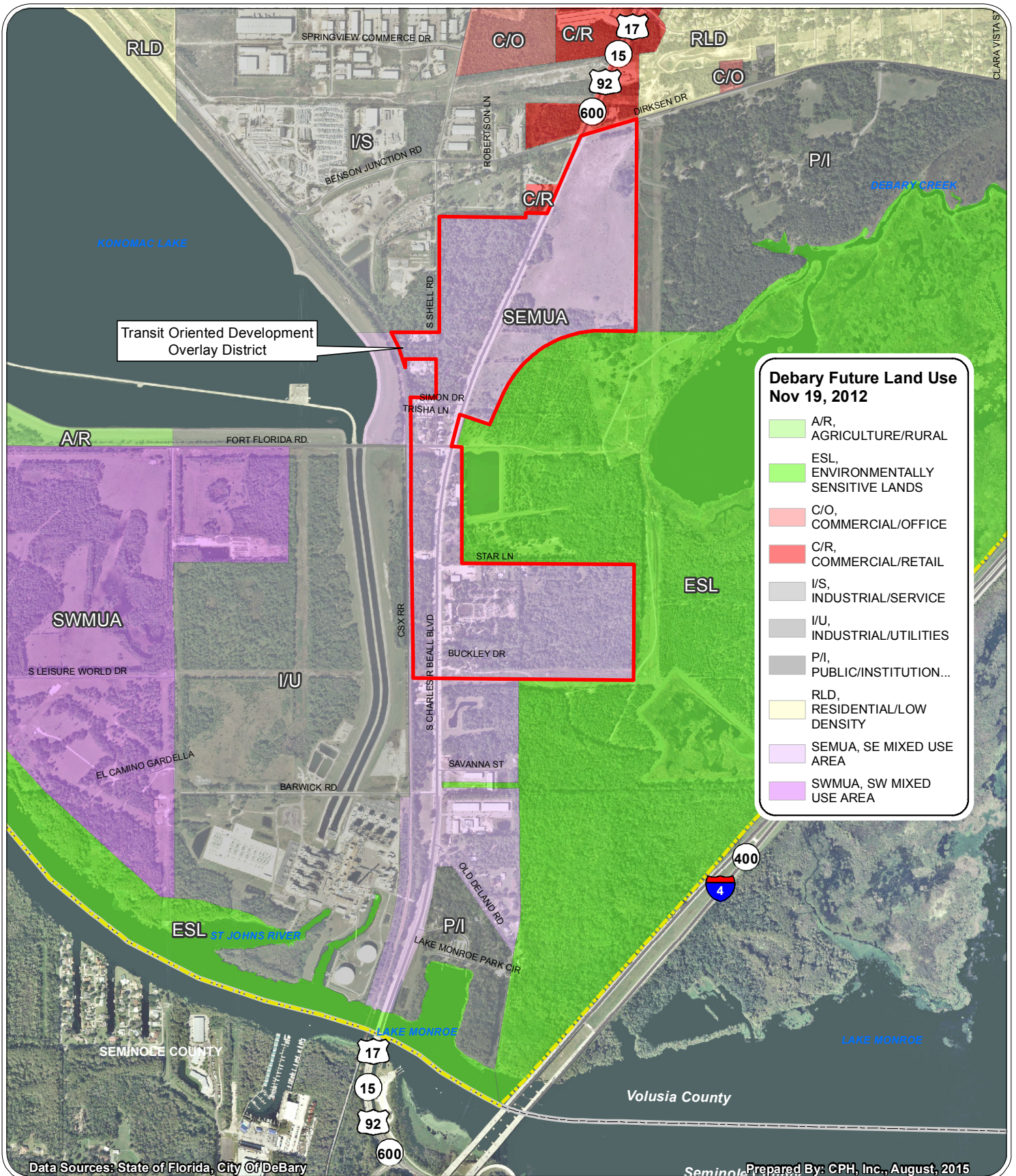
Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk



A



Data Sources: State of Florida, City Of DeBary

Seminole County Prepared By: CPH, Inc., August, 2015



500 0 500 1,000 Feet

- City Limits of DeBary
- County Boundaries
- Transit Oriented Development Overlay District Revision for 2015

City of DeBary 2015 TOD Revision Future Land Use Map

Exhibit 1



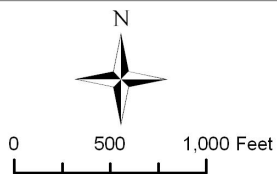
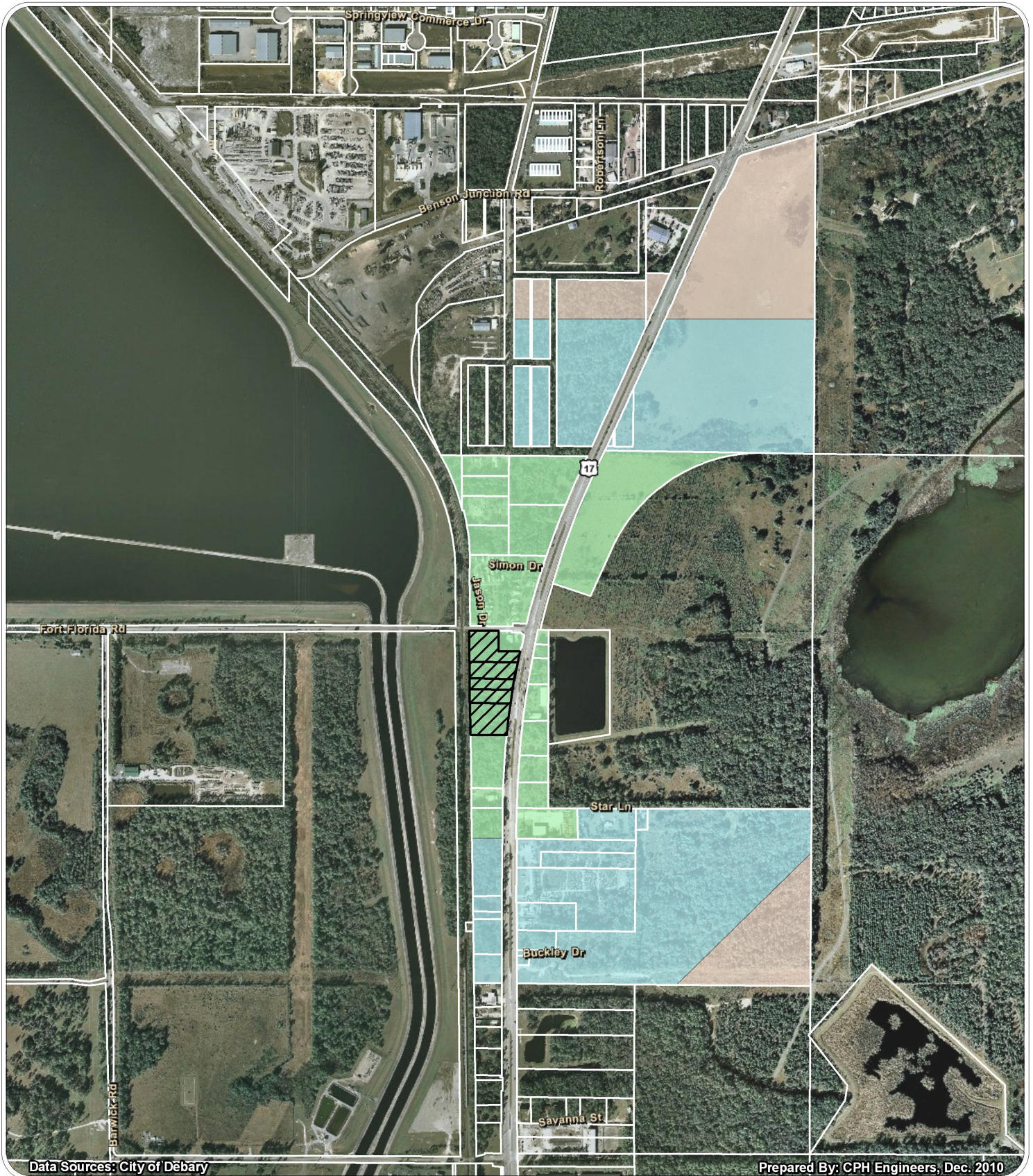
Legend





TOD CORE	--- -- -- --
Residential Use	Orange bar
Commercial Use	Purple bar
Mixed Use/Office	Blue bar
Hospitality	Pink bar
Civic Use	Yellow bar
Senior Living	Light Orange bar
Spring to Spring Trail	Yellow dotted line
Protected Public Green	Green dotted line
Pedestrian / Bicycle Space	Green dotted line



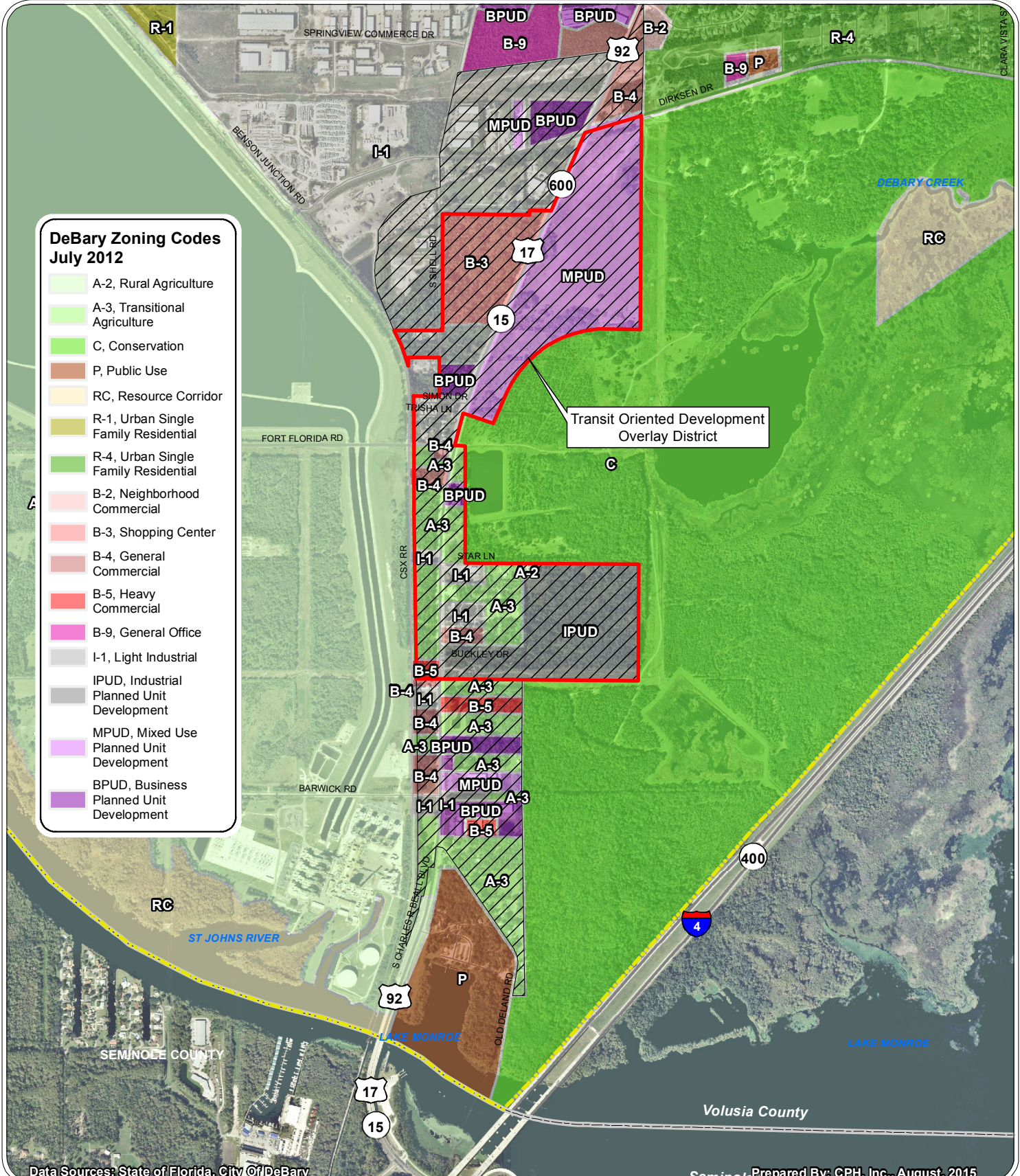
City of DeBary
TOD Preliminary Illustrative Plan
 Presented & Approved at the Commission Workshop 05/17/17





-  DeBary Station
-  TOD Core
-  Outside Core
-  Transitional Area

**City of DeBary
Transportation
Overlay District (TOD)
Exhibit A**

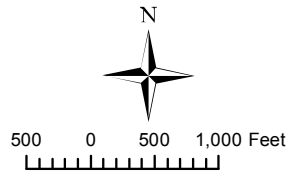


**DeBary Zoning Codes
July 2012**

- A-2, Rural Agriculture
- A-3, Transitional Agriculture
- C, Conservation
- P, Public Use
- RC, Resource Corridor
- R-1, Urban Single Family Residential
- R-4, Urban Single Family Residential
- B-2, Neighborhood Commercial
- B-3, Shopping Center
- B-4, General Commercial
- B-5, Heavy Commercial
- B-9, General Office
- I-1, Light Industrial
- IPUD, Industrial Planned Unit Development
- MPUD, Mixed Use Planned Unit Development
- BPUD, Business Planned Unit Development

Data Sources: State of Florida, City Of DeBary

Prepared By: CPH, Inc., August, 2015



- City Limits of DeBary
- County Boundaries
- Transit Oriented Development Overlay District Revision for 2015
- South S.R. 17/92 Overlay District

**City of DeBary
2015 TOD Revision
Zoning Map
Exhibit 2**



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Canterwood Assisted Living Facility Development Order Extension	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Matt Boerger, Growth Management	
Meeting Hearing Date January 22, 2020	

REQUEST

The Applicant, MJM Associates, LLC (Joel Hass) would like to extend their Final Site Plan Development Order for the Canterwood Assisted Living Facility project.

PURPOSE

The Applicant needs to extend their Final Site Plan Development Order another year in order to keep their project approvals active and avoid having to start the development entitlement process over again.

CONSIDERATIONS

On October 2, 2018, a Final Site Plan (Engineering Plans) Development Order was issued for the Canterwood Assisted Living Facility. The valid period of this Development Order is 360 days from the October 2, 2018 date. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, the Development Order shall expire, unless extended by the DeBary City Council. During the period of 90 days before and 90 days after the expiration of this Development Order, the developer may request an extension from the City Council. The applicant has submitted their application within the 90-day expiration window and is therefore eligible to request that City Council extend their Development Order.

The project site is on 7.88 acres of land and located north of Dirksen Drive and east of US 17-92, between Memorial Park and the Circle K gas station. Please see the Canterwood Aerial Attachment for site location. The project consists of a three story Assisted Living Facility that is approximately 122,000 square feet in size. Additionally, the project will have a passive recreation area and walking trail that will connect into Memorial Park to the east. Please see the attached site plan, landscape plans and building elevations for additional project details.

COST/FUNDING

N/A

RECOMMENDATION

Staff recommends that the City Council approve the extension of the Canterwood Final Site Plan Development Order for an additional 360 days.

IMPLEMENTATION

The applicant's next step is to begin construction.

ATTACHMENTS

- Site Plan
- Landscape Plans
- Building Elevations
- Canterwood Aerial

DATE	REVISIONS:

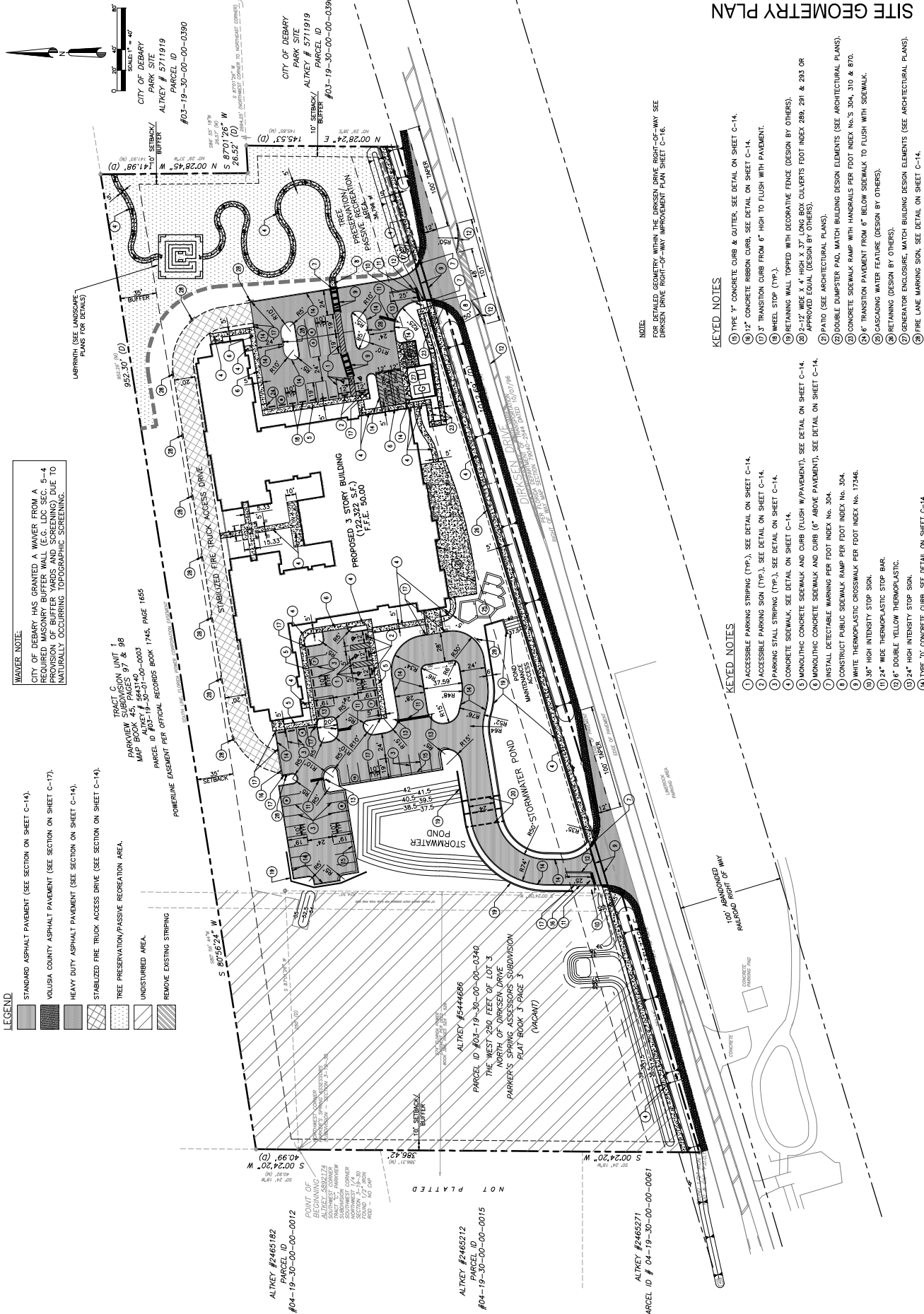
APPROVED BY	GDM
CHECKED BY	GDM
DESIGN BY	GDM
DRAWN BY	SML

PREPARED BY
GREG HUDAK
PE # 54984

CANTERWOOD MANOR AT DEBARY
CITY OF DEBARY, FLORIDA

HUDAK ENGINEERING, INC.
CIVIL ENGINEERING & LAND DEVELOPMENT DESIGN SERVICES
1500 W. UNIVERSITY BLVD., SUITE 200
DEBARY, FLORIDA 32929
TEL: (407) 463-3333
FAX: (407) 463-3334
EMAIL: greg@hudakengineering.com

DATE: JANUARY 2018
SHEET NO. C-6
6 of 17



WAIVER NOTE:
CITY OF DEBARY HAS GRANTED A WAIVER FROM A CITY USE DISTRICT MAP (CUDM) TO PROVIDE PROVISION OF BUFFER YARDS AND SCREENING DUE TO NATURALLY OCCURRING TOPOGRAPHIC SCREENING.

LEGEND:
STANDARD ASPHALT PAVEMENT (SEE SECTION ON SHEET C-14).
VOLusia COUNTY ASPHALT PAVEMENT (SEE SECTION ON SHEET C-17).
HEAVY DUTY ASPHALT PAVEMENT (SEE SECTION ON SHEET C-14).
STABILIZED FIRE TRUCK ACCESS DRIVE (SEE SECTION ON SHEET C-14).
TREE PRESERVATION/PASSIVE RECREATION AREA.
UNDISTURBED AREA.
REMOVE EXISTING STRIPING.

TRACT C
COMMISSION UNIT 1
PARKVIEW LOTS PAGES 97 & 98
MAP BOOK ALKEY # 594-19-30-00-0003
PARCEL ID #03-19-30-00-00-0003
POWERLINE EASEMENT PER OFFICIAL RECORDS BOOK 1745, PAGE 1655

ALKEY #2465212
PARCEL ID #04-19-30-00-00-0012

ALKEY #2465212
PARCEL ID #04-19-30-00-00-0015

ALKEY #2465271
PARCEL ID #04-19-30-00-00-0061

SITE GEOMETRY PLAN

NOTE:
FOR DETAILED GEOMETRY WITHIN THE PARKING DRIVE RIGHT-OF-WAY SEE DIRKSEN DRIVE RIGHT-OF-WAY IMPROVEMENT PLAN SHEET C-16.

KEYED NOTES

- 1 ACCESSIBLE PARKING STRIPING (TYP.), SEE DETAIL ON SHEET C-14.
- 2 ACCESSIBLE PARKING SIGN (TYP.), SEE DETAIL ON SHEET C-14.
- 3 PARKING STALL STRIPING (TYP.), SEE DETAIL ON SHEET C-14.
- 4 CONCRETE SIDEWALK, SEE DETAIL ON SHEET C-14.
- 5 MONOLITHIC CONCRETE SIDEWALK AND CURB (FLUSH W/PAVEMENT), SEE DETAIL ON SHEET C-14.
- 6 MONOLITHIC CONCRETE SIDEWALK AND CURB (6" ABOVE PAVEMENT), SEE DETAIL ON SHEET C-14.
- 7 INSTALL DETECTABLE WARNING PER FOOT INDEX No. 304.
- 8 CONSTRUCT PUBLIC SIDEWALK RAMP PER FOOT INDEX No. 304.
- 9 WHITE THERMOPLASTIC CROSSWALK PER FOOT INDEX No. 17346.
- 10 36" HIGH INTENSITY STOP SIGN.
- 11 24" WIDE THERMOPLASTIC STOP BAR.
- 12 6" DOUBLE YELLOW THERMOPLASTIC.
- 13 24" HIGH INTENSITY STOP SIGN.
- 14 TYPE 'D' CONCRETE CURB, SEE DETAIL ON SHEET C-14.
- 15 TYPE 'F' CONCRETE CURB & GUTTER, SEE DETAIL ON SHEET C-14.
- 16 12" CONCRETE RIBBON CURB, SEE DETAIL ON SHEET C-14.
- 17 3" TRANSITION CURB FROM 6" HIGH TO FLUSH WITH PAVEMENT.
- 18 WHEEL STOP (TYP.).
- 19 RETAINING WALL TOPPED WITH DECORATIVE FENCE (DESIGN BY OTHERS).
- 20 2'-17" WIDE X 4' HIGH X 37" LONG BOX CULVERTS FOOT INDEX 289, 291 & 293 OR APPROVED EQUAL (DESIGN BY OTHERS).
- 21 PAVING (SEE ARCHITECTURAL PLANS).
- 22 DOUBLE DUMPSTER PAD, MATCH BUILDING DESIGN ELEMENTS (SEE ARCHITECTURAL PLANS).
- 23 CONCRETE SIDEWALK RAMP WITH HANDRAILS PER FOOT INDEX No. 304, 310 & 870.
- 24 6" TRANSITION PAVEMENT FROM 6" BELOW SIDEWALK TO FLUSH WITH SIDEWALK.
- 25 CASCADING WATER FEATURE (DESIGN BY OTHERS).
- 26 RETAINING (DESIGN BY OTHERS).
- 27 GENERATOR ENCLOSURE, MATCH BUILDING DESIGN ELEMENTS (SEE ARCHITECTURAL PLANS).
- 28 FIRE LANE MARKING SIGN, SEE DETAIL ON SHEET C-14.



OVERALL BUILDING ELEVATION - SOUTH



OVERALL BUILDING ELEVATION - EAST



OVERALL BUILDING ELEVATION - NORTH



OVERALL BUILDING ELEVATION - WEST



PERSPECTIVE VIEW 1



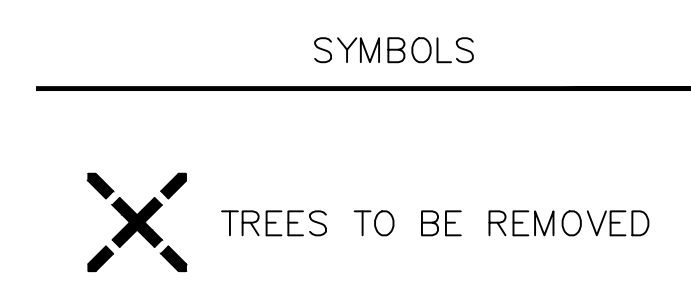
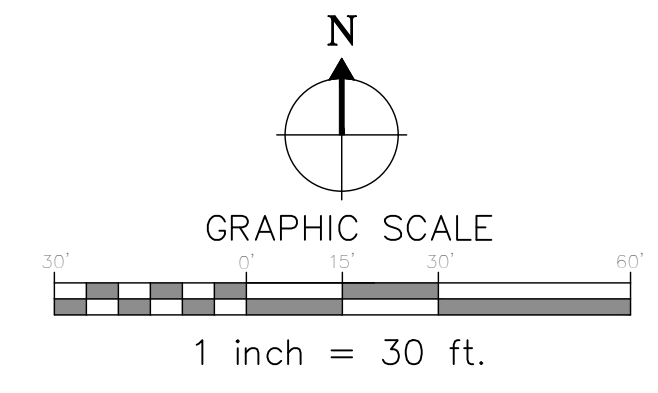
PERSPECTIVE VIEW 2



PERSPECTIVE VIEW 3



TRACT C
 PARKVIEW SUBDIVISION UNIT 1
 MAP BOOK 45, PAGES 97 & 98
 ALTKEY # 5643140
 PARCEL ID #03-19-30-01-00-0003
 POWERLINE EASEMENT PER OFFICIAL RECORDS BOOK 1745, PAGE 1655



Existing trees to be Saved

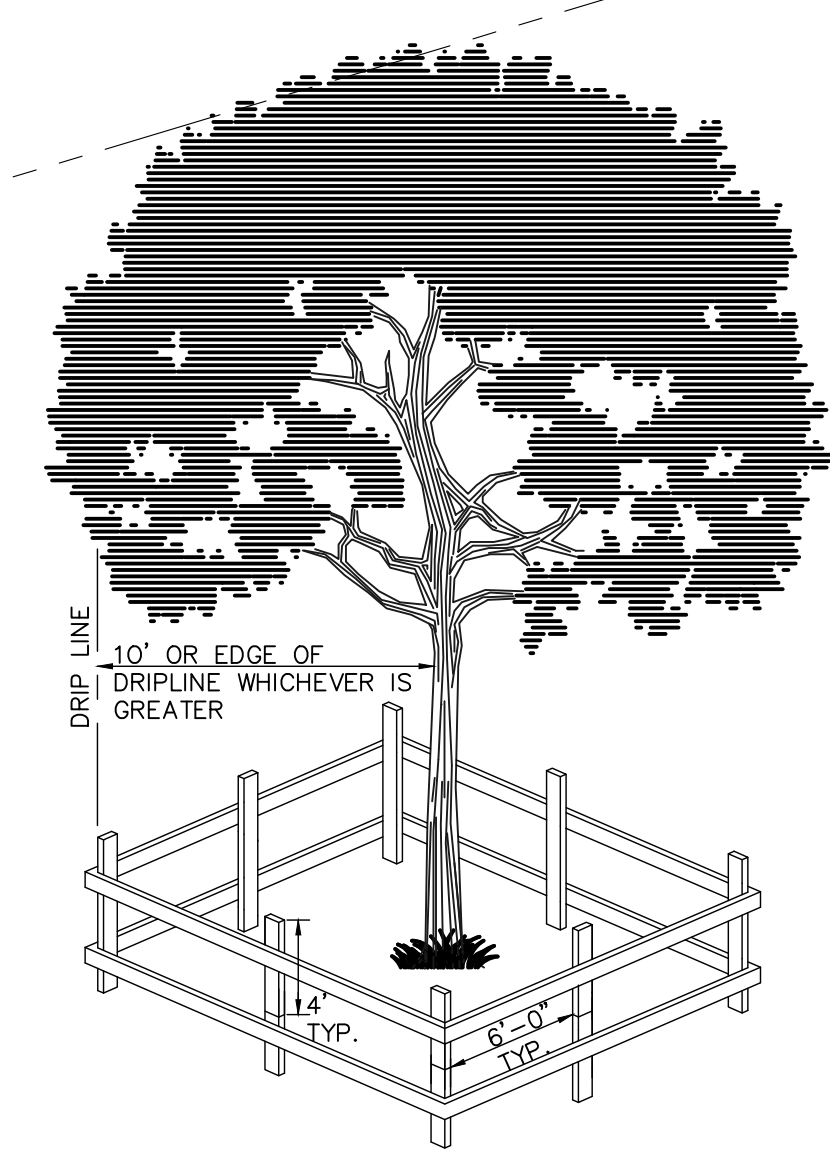
TYPE	COUNT	SIZE	INCHES
Magnolia	1	10"	10
Oak	9	10"	90
Oak	14	7"	98
Oak	2	6"	12
Oak	1	22"	22
Oak	3	11"	33
Oak	3	9"	27
Oak	4	8"	32
Oak	9	12"	108
PINE	2	10"	20
	48		452

Existing Trees to be Removed

TYPE	COUNT	SIZE	INCHES
Camphor	1	40"	40
Fir	1	30"	30
Fir	1	32"	32
Fir	1	40"	40
Magnolia	1	8"	8
Magnolia	2	6"	12
Oak	3	15"	45
Oak	2	28"	56
Oak	7	6"	42
Oak	1	11"	11
Oak	2	21"	42
Oak	2	22"	44
Oak	1	24"	24
Oak	1	36"	36
Oak	1	30"	30
Oak	8	13"	104
Oak	12	9"	108
Oak	13	7"	91
Oak	17	12"	204
Oak	5	18"	90
Oak	2	16"	32
Oak	16	8"	128
Oak	3	20"	60
Oak	25	10"	250
Oak	9	14"	126
PINE	1	8"	8
PINE	2	6"	12
PINE	2	10"	20
PINE	1	13"	13
	143		1738

NOTE:
 City Standards for Tree Protection are required during development and construction activities as listed within LDC Sec. 5-95

NOTE:
 Tree preservation area to be 15% of developed area.
 Developed area = 245,304 sf. (100%)
 Preservation area = 36,796 sf. (15%)



1 TYPICAL TREE PROTECTION DETAIL
 TM-1 SCALE= N.T.S.

NOTE:
 Posts shall be used as protective barriers to the roots and trunk of every tree on the parcel being developed. The posts shall be placed at points not closer than three-quarters (3/4) the radius of the drip-line of the protected tree, unless the structure has been permitted by Planning, Zoning & Development Department to be erected within the drip-line of a tree with a wide canopy. Each section of the barrier shall be clearly visible (flagged with brightly colored plastic tape or other markers). No attachments or wires other than those with protective or non-damaging nature shall be attached to any tree.

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT
 Robert R. Buchanan LA0000932

CALL SUNSHINE
 1-800-475-8111
 IT'S THE LAW IN FLORIDA
 FLORIDA LAW REGULATES
 EXCAVATORS TO NOTIFY
 OWNERS OF UNDERGROUND
 FACILITIES NO LESS THAN TWO
 (2) DAYS PRIOR TO EXCAVATION

MJM Associates
 1030 N. Orange Avenue
 Suite 200
 Orlando, FL 32801

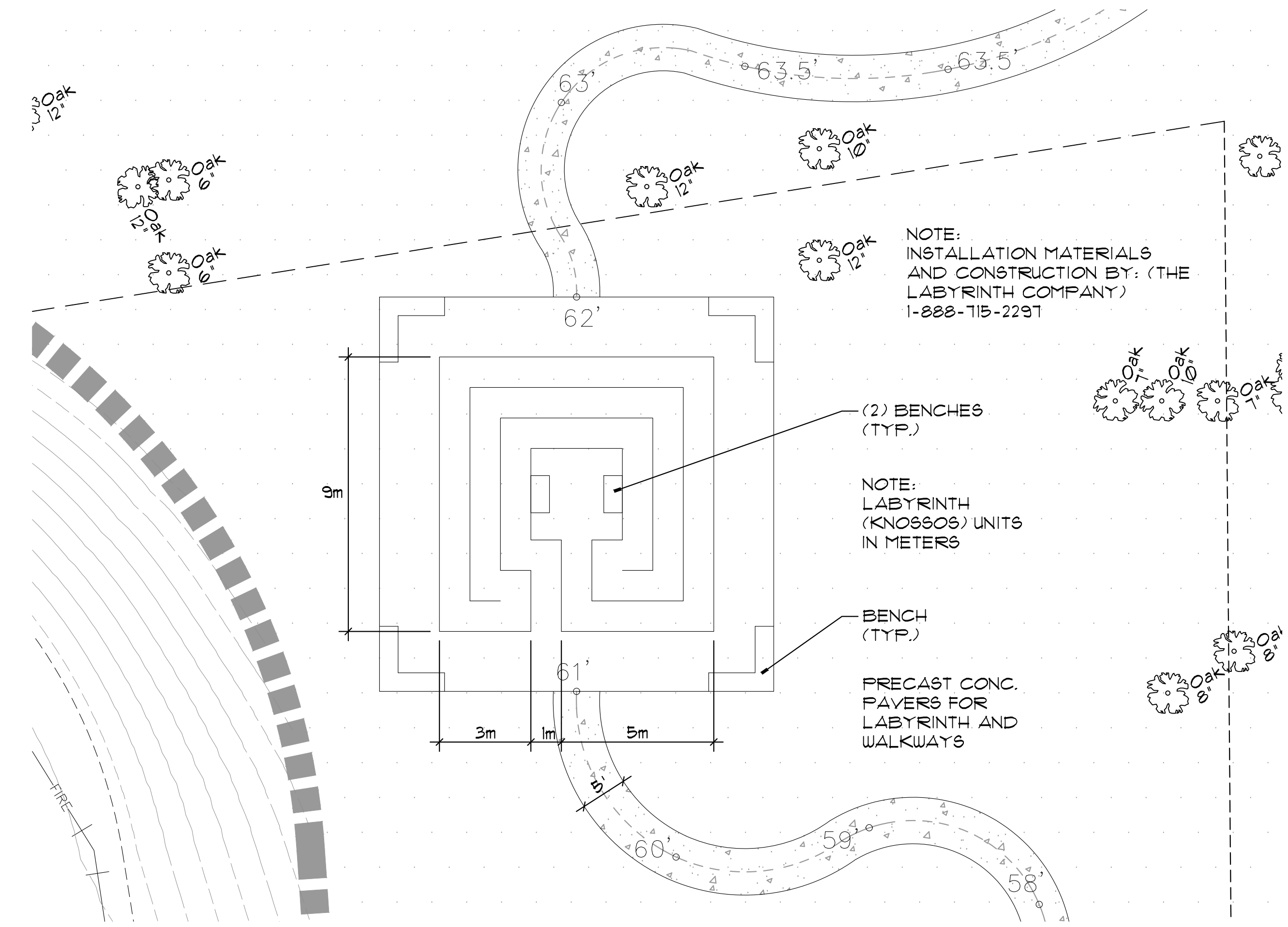
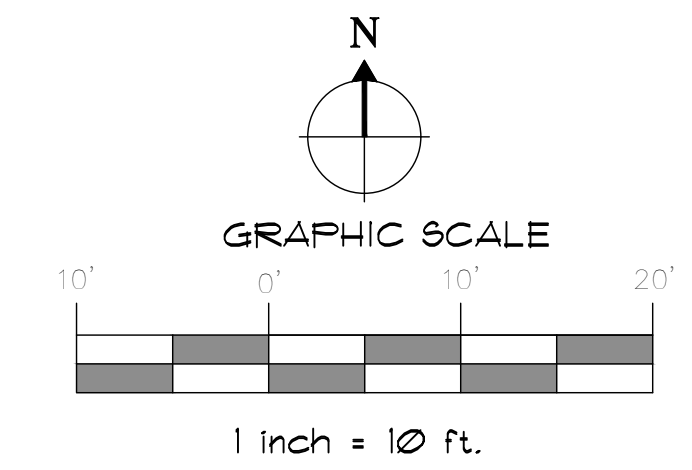
LANDSCAPE
DYNAMICS
 LANDSCAPE ARCHITECTS AND PLANNERS

Tree Mitigation Plan
 Canterwood at DeBary ALF/MC
 DeBary, Florida

REVISIONS
 1/7/18 Comments
 2/7/18 Landscape Upgrade
 3/1/18
 4/1/18
 5/1/18
 6/1/18
 7/1/18

DATE: 06-05-17
 JOB NUMBER: 17-027
 DRAWN BY: RBG
 FILE: TREE MITIGATION
 SCALE: 1:30

TM-1



NOTE:
INSTALLATION MATERIALS
AND CONSTRUCTION BY: (THE
LABYRINTH COMPANY)
1-888-715-2297

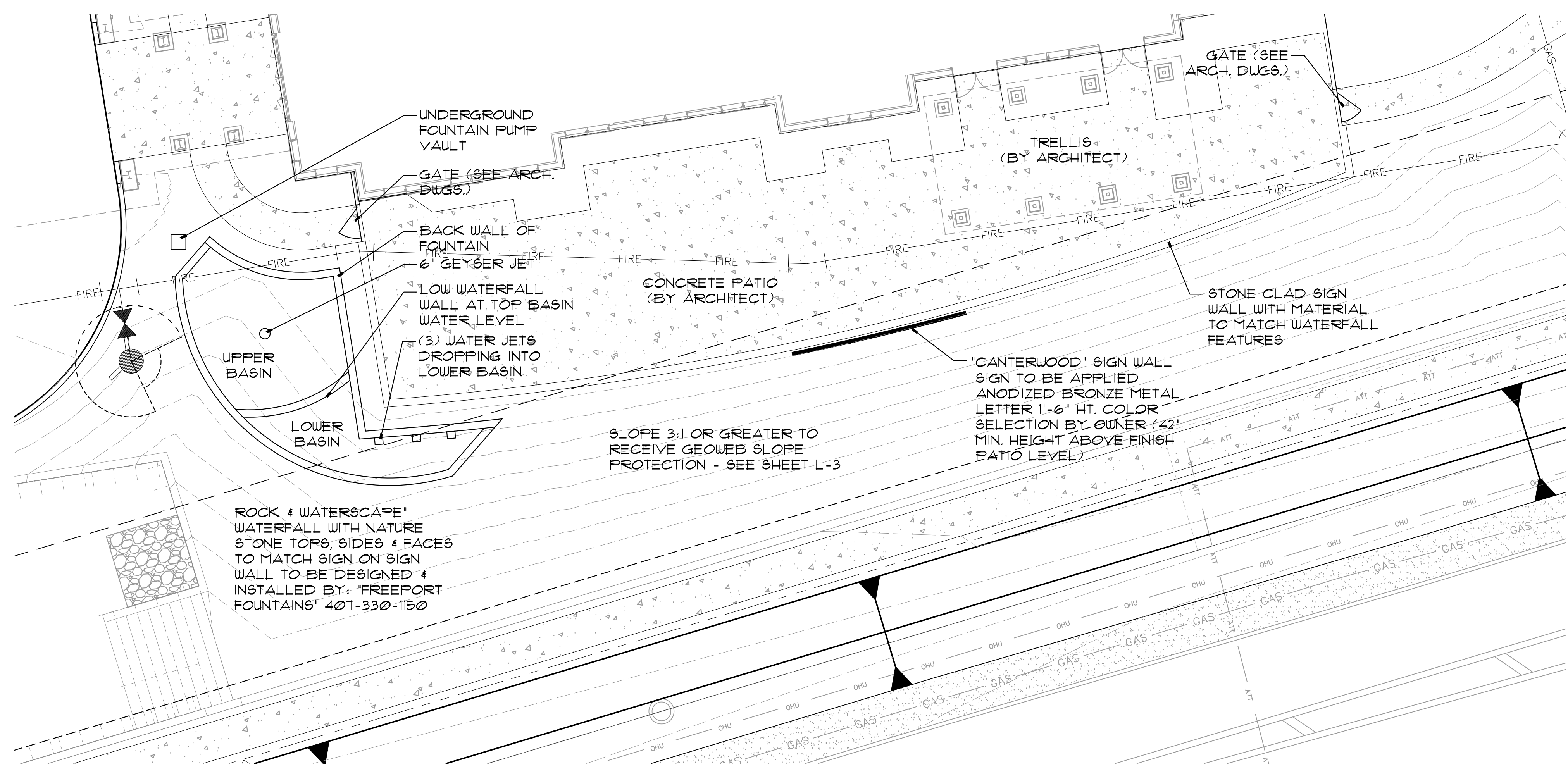
NOTE:
LABYRINTH
(KNOSSOS) UNITS
IN METERS

(2) BENCHES
(TYP.)

BENCH
(TYP.)

PRECAST CONC.
PAVERS FOR
LABYRINTH AND
WALKWAYS

1 KNOSSOS LABYRINTH HARDSCAPE FEATURE ENLARGEMENT
H-1 SCALE= 1 : 10



SLOPE 3:1 OR GREATER TO
RECEIVE GEOWEB SLOPE
PROTECTION - SEE SHEET L-3

'CANTERWOOD' SIGN WALL
SIGN TO BE APPLIED
ANODIZED BRONZE METAL
LETTER 1'-6" HT. COLOR
SELECTION BY OWNER (42"
MIN. HEIGHT ABOVE FINISH
PATIO LEVEL)

ROCK & WATERSCAPE'
WATERFALL WITH NATURE
STONE TOPS, SIDES & FACES
TO MATCH SIGN ON SIGN
WALL TO BE DESIGNED &
INSTALLED BY: 'FREEPORT
FOUNTAINS' 407-330-1150

NOTE:
CONSTRUCTION OF SIDEWALKS OR
PAVEMENT INTO THE SIDEWALK
TRUST FUND ARE REQUIRED PER
LDC SEC. 4-26(1)

2 WATERSCAPE FEATURE ENLARGEMENT
H-1 SCALE= 1 : 10

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932
Landscape Planning Construction Co. Inc. hereby reserves
the copyright and other property rights in
these plans, specifications, and designs. These plans, specifications, and
designs are not to be reproduced, changed, or copied in any
form or manner whatsoever, nor are they to be assigned
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Co. Inc.

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EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
UTILITIES NO LESS THAN TWO
BUSINESS DAYS BEFORE EXCAVATION

MJM Associates
10300 N. Orange Avenue
Suite 200
Orlando, FL 32801

LANDSCAPE DYNAMICS
LANDSCAPE ARCHITECTS AND PLANNERS

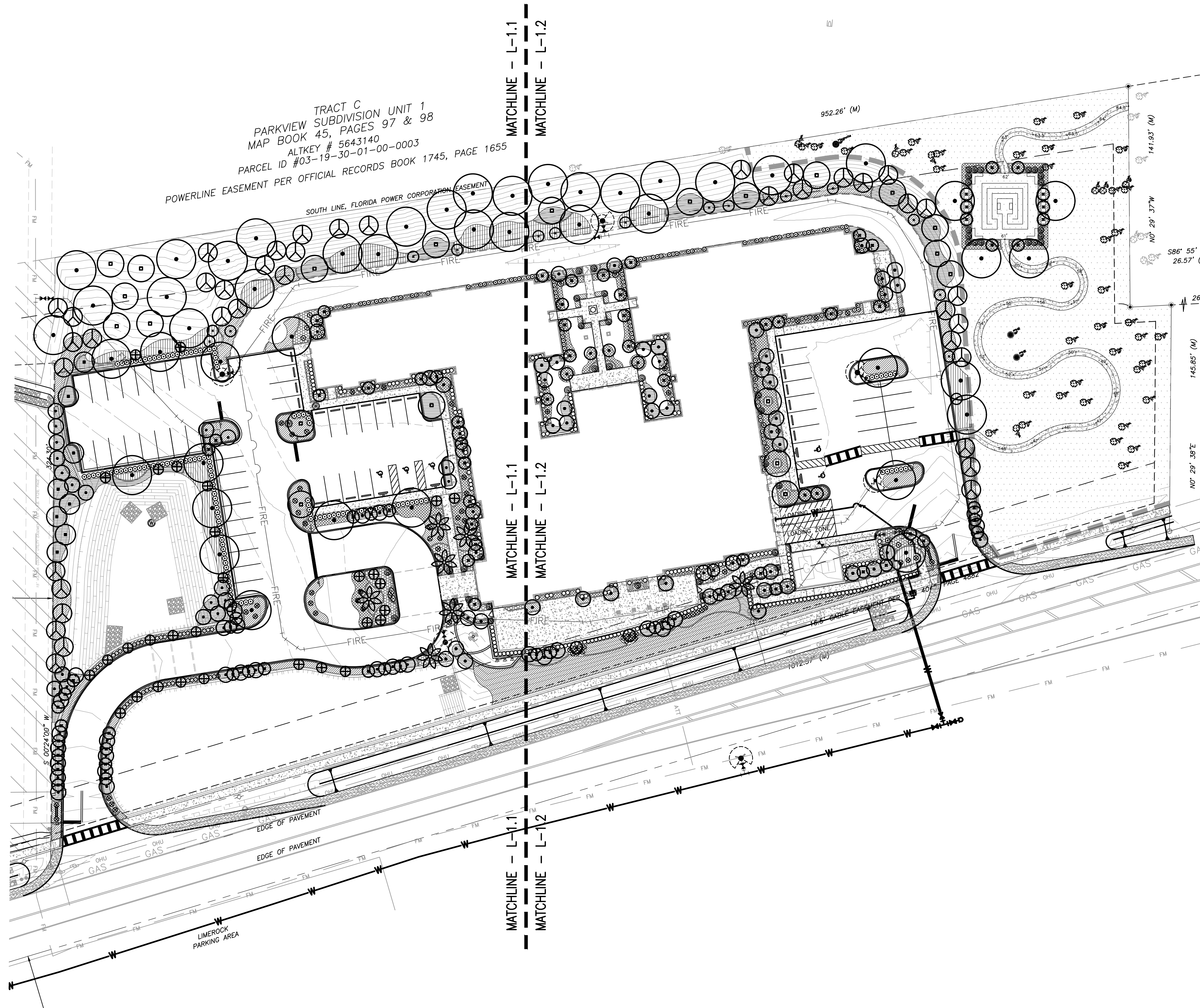
Hardscape plan
Canterwood at DeBary ALF/MC
DeBary, Florida

P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone: 407-979-8811 - Email: randy@landscape-dynamics.com
REVISIONS
1) 7/18/18 Comments
2) 7/18/18 Landscape Upgrades
3) 4/1/19
4) 4/1/19
5) 4/1/19
6) 4/1/19
7) 4/1/19

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: RBG
FILE: HARDSCAPE
SCALE: 1" = 10'

H-1

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.



TRACT C
PARKVIEW SUBDIVISION UNIT 1
MAP BOOK 45, PAGES 97 & 98
ALTKEY # 5643140
PARCEL ID #03-19-30-01-00-0003
POWERLINE EASEMENT PER OFFICIAL RECORDS BOOK 1745, PAGE 1655

Overall Plant List - Canterwood at DeBary

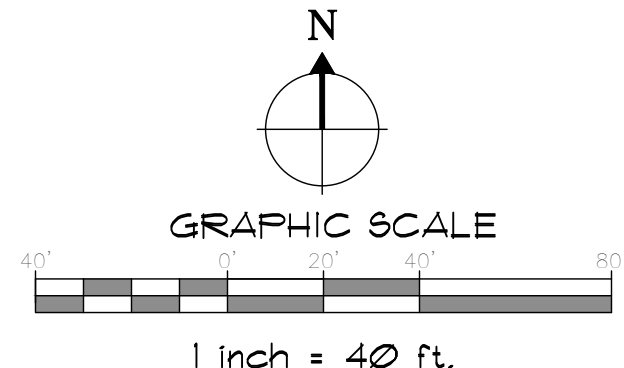
CNT	SYM	BOTANICAL	COMMON	SPECIFICATIONS
Trees				
48	EC	Eugenia compacta	Conical Topiary	6' ht., 2-2.5' spr.
30	IVS	Ilex xNellie R. Stevens'	Nellie R. Stevens Holly	8' ht., 3-4' spr.
88	LJ	Ligustrum japonicum	Ligustrum	6-8' ht., 6-8' spr.
21	MG	Magnolia grandiflora	Southern Magnolia	10-12' ht., 4-5' spr.
8	MV	Magnolia virginiana	Sweetbay Magnolia	8-10' ht., 4-5' spr.
40	FE	Pinus elliptii	Slash Pine	10-12' ht., 4-5' spr.
7	FS	Phoenix sylvestris	Sylvester Palm	8' c.t. diamond cut
46	QV	Quercus virginiana	Live Oak	12-14' ht., 5-6' spr.
43	SP	Sabal palmetto	Cabbage Palm	8-16' c.t.
60	TF	Trachycarpus fortunei	Windmill Palm	8-16' c.t.
4	MGL	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' ht., 2.5' spr.
16	MC	Myrica cerifera	Wax Myrtle	6-8' ht., 6-8' spr.
Shrubs & Groundcover				
170	IF	Illicium parviflorum	Yellow Anise	24-30' ht. x 18-24' spr., 30' o.c.
151	MF	Myrcianthes fragrans	Simpson's Stopper	24-30' ht. x 18-24' spr., 36' o.c.
351	FM	Podocarpus macrophyllus	Podocarpus	24-30' ht. x 18-24' spr., 30' o.c.
387	JF	Juniperus davurica 'Parsons'	Parsons Juniper	1 gal., full, 30' o.c.
406	LMA	LANTANA camara 'Anne Marie'	Anne Marie Lantana	1 gal., full, 24' o.c.
859	MC2	Muhlenbergia capillaris	Red Muhly Grass	1 gal., full, 36' o.c.
183	SR	Serenca repens	Scrub Palmetto	3 gal., full, 48' o.c.
716	VOW	Viburnum obovatum 'Mrs. Schiller's Delight'	Walter's Viburnum	1 gal., full, 30' o.c.
1131	TAT	Trachelospermum asiaticum 'Tricolor'	Tricolor Dwarf Jasmine	1 gal., full, 24' o.c.
588	GS	Gelsemium sempervirens	Carolina Jessamine	1 gal., full, 24' o.c.
67	ZI	Zamia integrifolia	Coontie	3 gal., as shown
2	LS	Lonicera sempervirens	Honeysuckle	3 gal., as shown
4	HP	Hamella patens	Firebush	3 gal., as shown
3	SR2	Strelitzia reginae	Orange Bird of Paradise	15 gal., as shown
Sod & Mulch				
	MULCH		Mini Pine Bark/Pine Straw	3' Depth
	SOD	Zoysia japonica	Zoysia Grass	solid sod, weed free, count by contractor
	AUG	Stenotaphrum secundatum 'Palmetto'	Palmetto St. Augustine	solid sod, weed free, count by contractor
	BAH	Paspalum notatum	Bahia Sod	solid sod, weed free, count by contractor

WILDFLOWER PLANTING NOTE:

SEE SHEET L-3 FOR WILDFLOWER PLANTING DETAIL AND SPECIFICATIONS

NOTES:

- 1) PLAN DESIGNED PER SECTIONS 5-9 TO 5-12 OF THIS CODE.
- 2) A PERMANENT UNDERGROUND IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.
- 3) ALL PLANT MATERIAL TO BE FLORIDA FRIENDLY AND FLORIDA GRADE #1 OR BETTER.
- 4) SOD ALL DISTURBED AREAS.
- 5) CONTINUED MAINTENANCE OF THE COMMON OPEN SPACE AREAS AND FACILITIES IS REQUIRED PER LDC SEC. 4-62 (CX2X1)
- 6) SLOPES 3:1 OR GREATER TO RECEIVE GEOWEB SLOPE PROTECTION. SEE SHEET L-3.



LANDSCAPE ARCHITECT:
Robert R. Buchanon LA0000932
FLORIDA LANDSCAPE ARCHITECTS BOARD
CALL SUNSHINE 800-475-8111
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FLORIDA LANDSCAPE ARCHITECTS BOARD
EXPIRES TO NOTIFY
FACILITIES NO. LESS THAN TWO
DAYS BEFORE EXPIRATION

MJM Associates
10300 N. Orange Avenue
Suite 200
Orlando, FL 32801

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CONSULTANTS ARCHITECTS AND PLANNERS
LANDSCAPE ARCHITECTS AND PLANNERS

P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone: 407-279-8811 - Email: randy@landscapedynamics.com
REVISIONS
1) 7/18/15 Comments
2) 7/18/15 Landscape Upgrade
3) 7/18/15
4) 7/18/15
5) 7/18/15
6) 7/18/15
7) 7/18/15

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: BEB
FILE: LANDSCAPE
SCALE: 1" = 40'

L-1

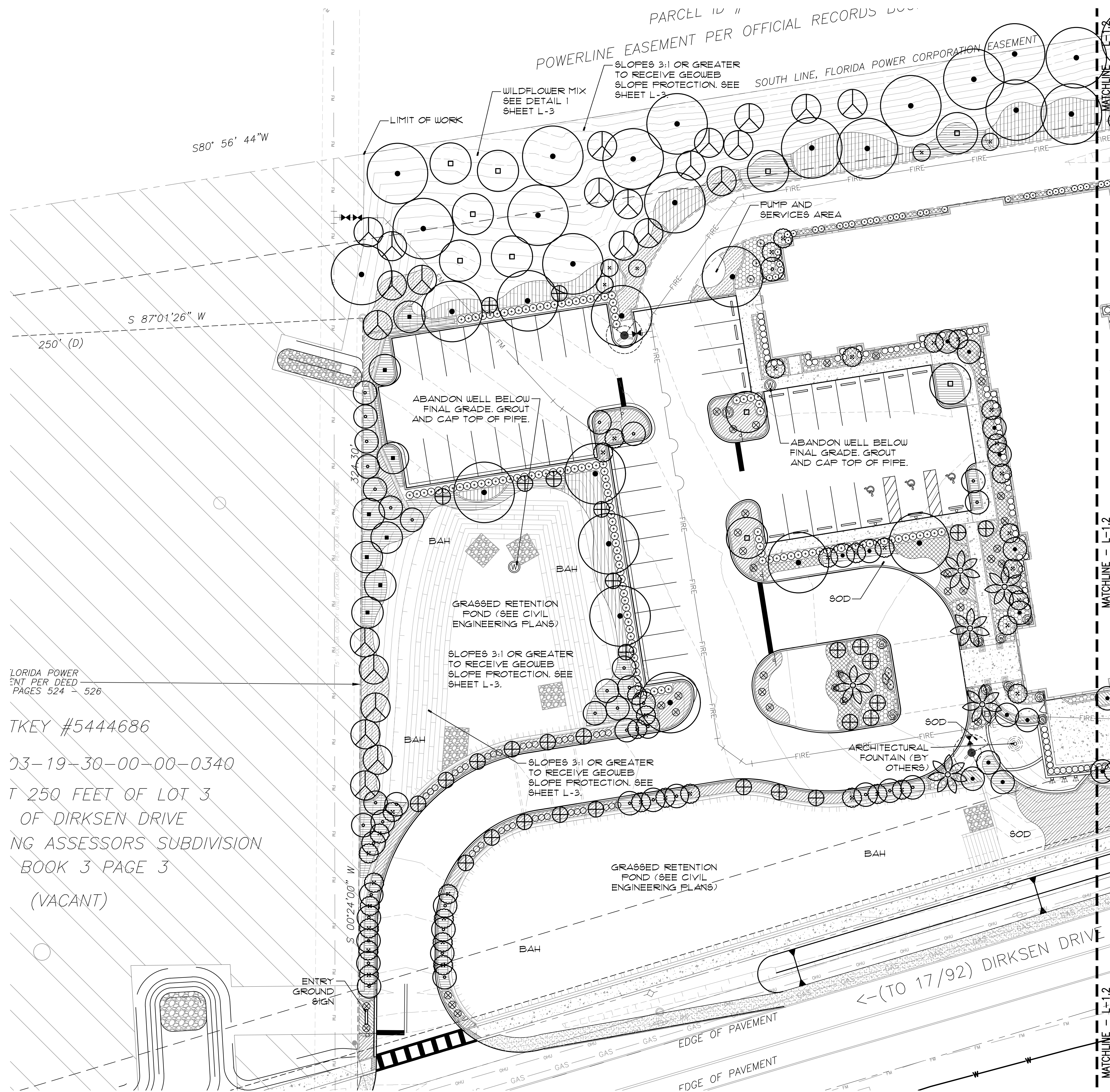
IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

FLORIDA POWER CORPORATION EASEMENT PER DEED PAGES 524 - 526

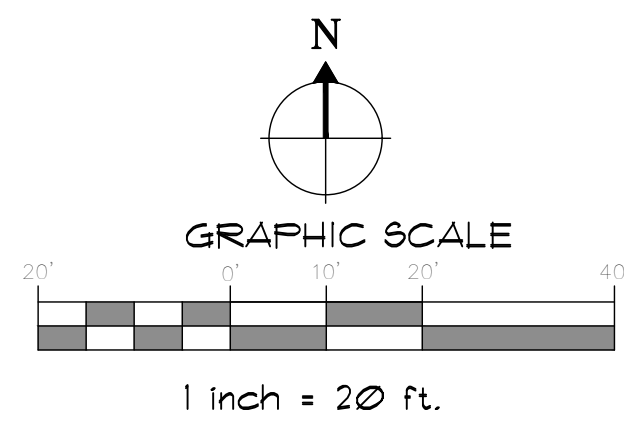
KEY #5444686

03-19-30-00-00-0340

250 FEET OF LOT 3 OF DIRKSEN DRIVE NG ASSESSORS SUBDIVISION BOOK 3 PAGE 3 (VACANT)



PLANT SYMBOLS	
TREES	
	EC
	IVS
	LJ
	MG
	MV
	PE
	P8
	QV
	SP
	TF
	MGL
	MC
SHRUBS	
	TF
	TF
	TF
	ZI
	L6
	SR
GROUNDCOVERS	
	JF
	LMA
	MC
	SR
	VOW
	TAT
	GS



LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932
Landscape Dynamics Construction LLC, hereby certifies that the design and construction of this project complies with all applicable laws, codes, and regulations. These plans, specifications, and details were prepared by the landscape architect or under his direct supervision and control. No part of these plans, specifications, and details shall be used for any other project without the written permission of Landscape Dynamics Construction LLC.

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OWNERS OF UNDERGROUND
UTILITIES NO LESS THAN TWO
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Orlando, FL 32801

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LANDSCAPE ARCHITECTS AND PLANNERS

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REVISIONS

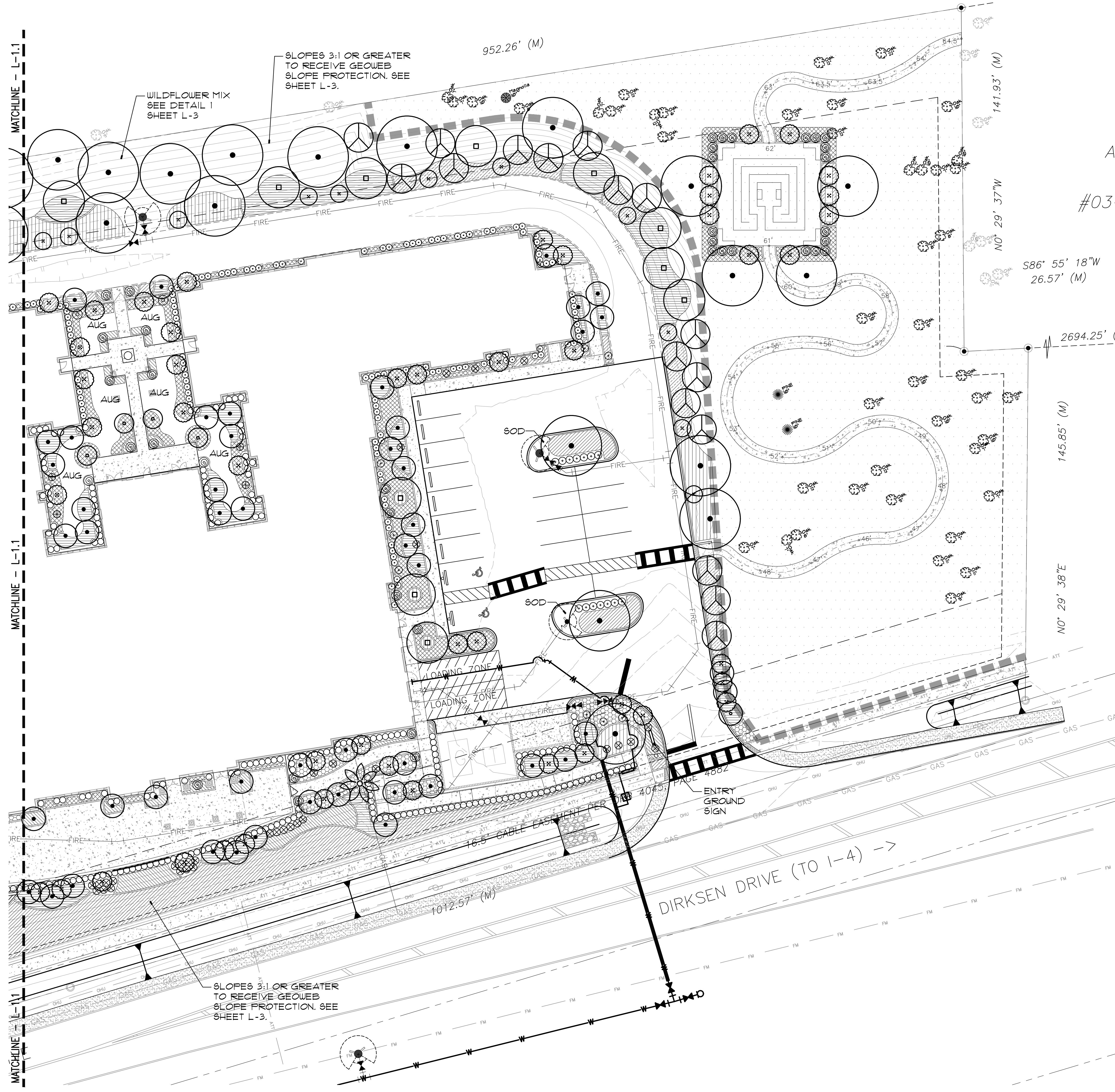
1	7/18/18	Comments
2	7/19/18	Landscaping Upgrade
3		
4		
5		
6		
7		
8		

Landscape Plan
Canterwood at DeBary ALF/MC
DeBary, Florida

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: BEB
FILE: LANDSCAPE
SCALE: 1" = 20'

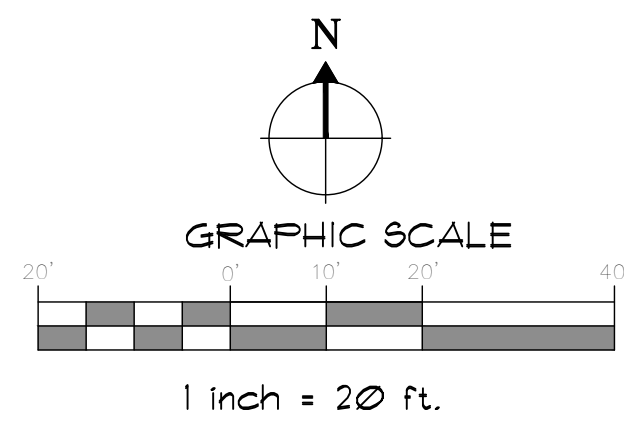
L-11

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.



PLANT SYMBOLS

TREES	
⊙	EC
⊕	IVS
⊗	LJ
□	MG
■	MV
⊖	PE
⊗	PS
●	QV
○	SP
⊙	TF
⊕	MGL
⊗	TC
SHRUBS	
⊙	TF
○	TF
○	TF
○	ZI
⊕	L6
⊗	SR
GROUNDCOVERS	
▨	JF
▩	LMA
▧	TC
▦	SR
▥	VOW
▤	TAT
▣	GS



LANDSCAPE ARCHITECT
Robert R. Buchanan LA0000932

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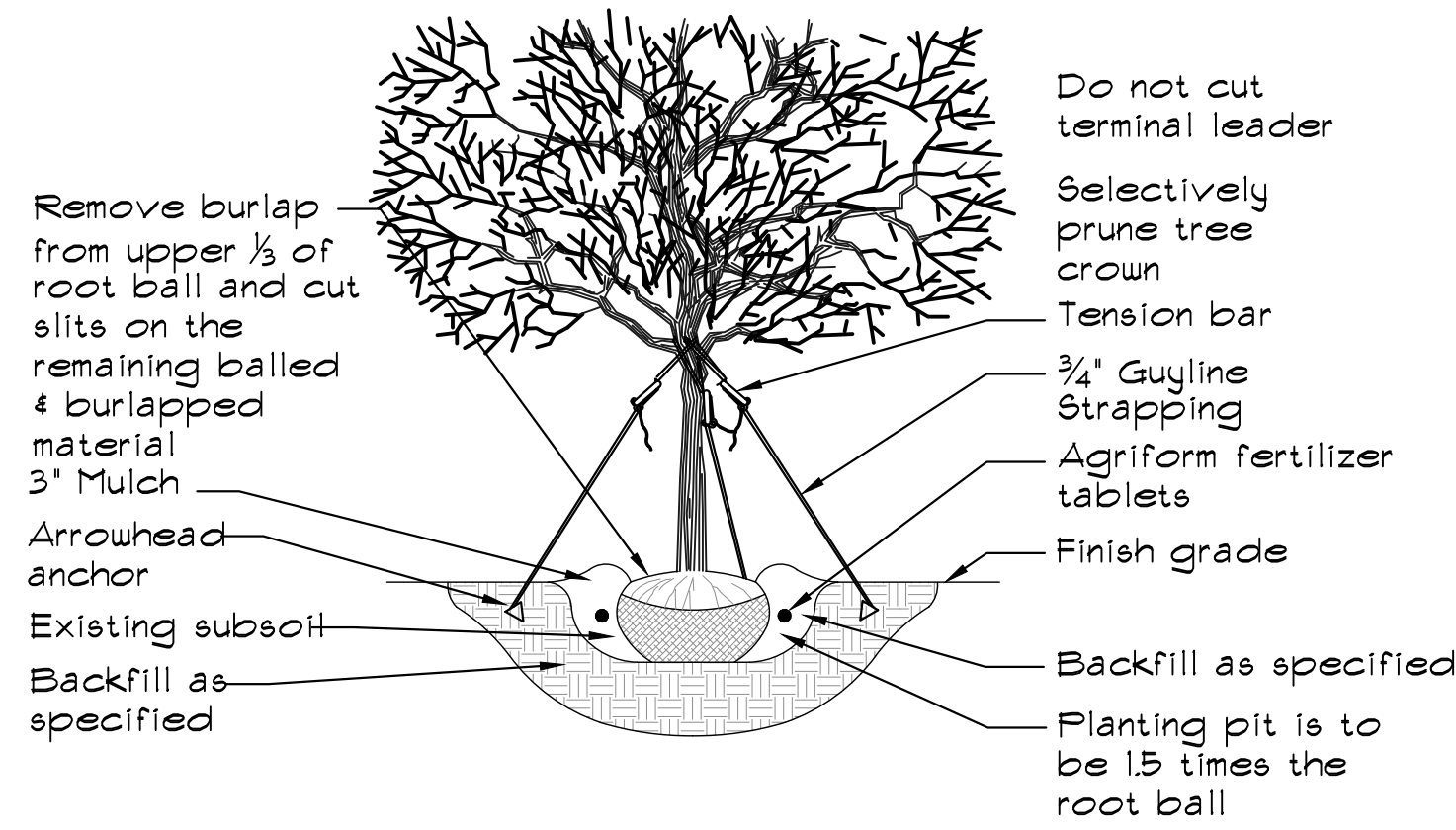
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REVISIONS
1 7/15/18 Comments
2 7/15/18 Landscape Upgrades
3
4
5
6
7
8

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: BEB
FILE: LANDSCAPE
SCALE: 1" = 20'

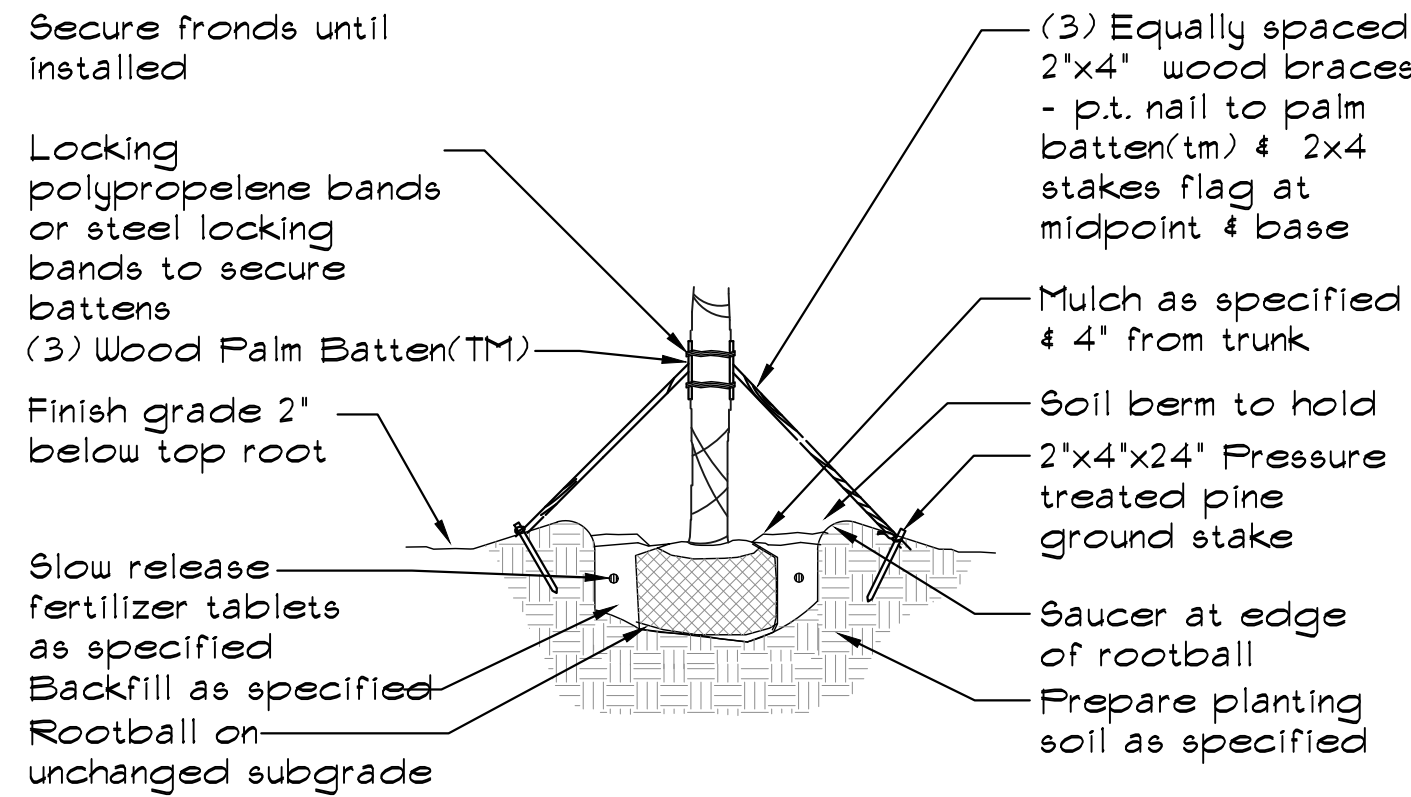
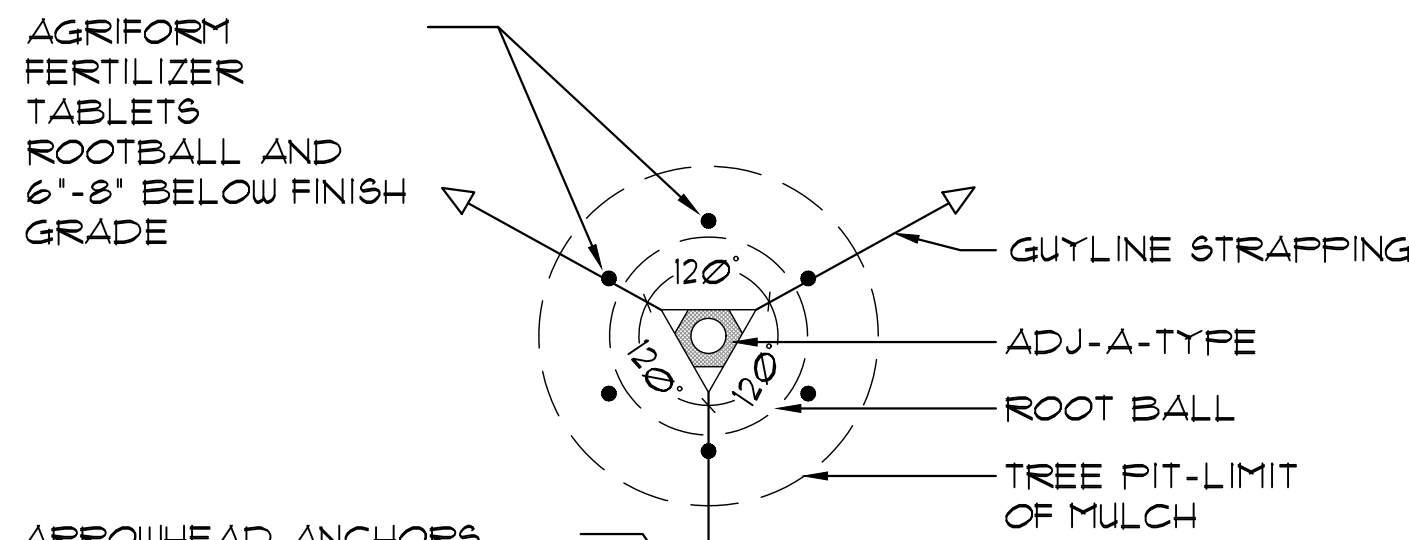
L-12



PRO20:
For up to 2' Caliper Trees
(3) ARBORGUY™ Guylines 3/4" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) 'Tool-Free' Tension Bars™
(3) Arrowhead *Anchors (4" x 3-3/4")

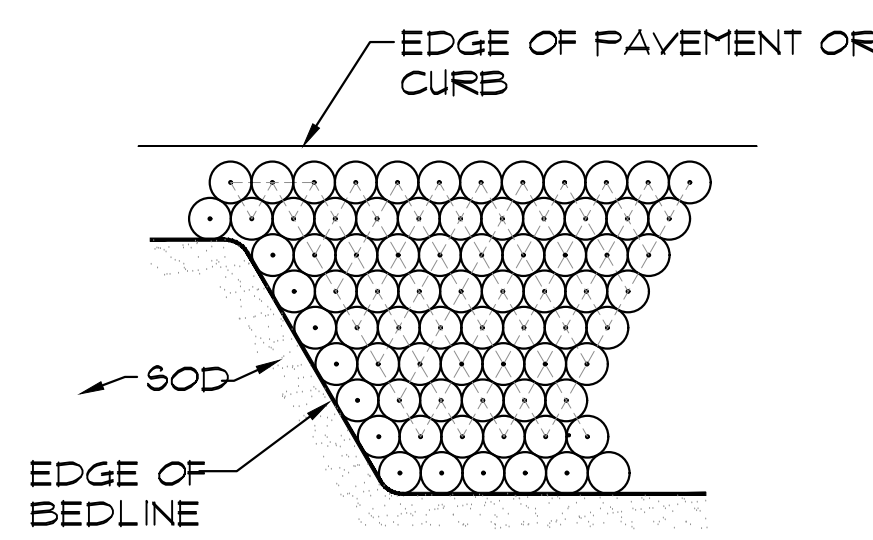
PRO40:
For up to 4' Caliper Trees
(3) ARBORGUY™ Guylines 1"x12" = 600 lb test, Black or Green, UV resistant polypropylene strapping
(3) 'Tool-Free' Tension Bars™
(3) Arrowhead Anchors (4-3/4"x3-3/4")

1 ARBORGUY PRO20/PRO40 STAKING AND PLANTING DETAIL
L-2 SCALE= N.T.S.



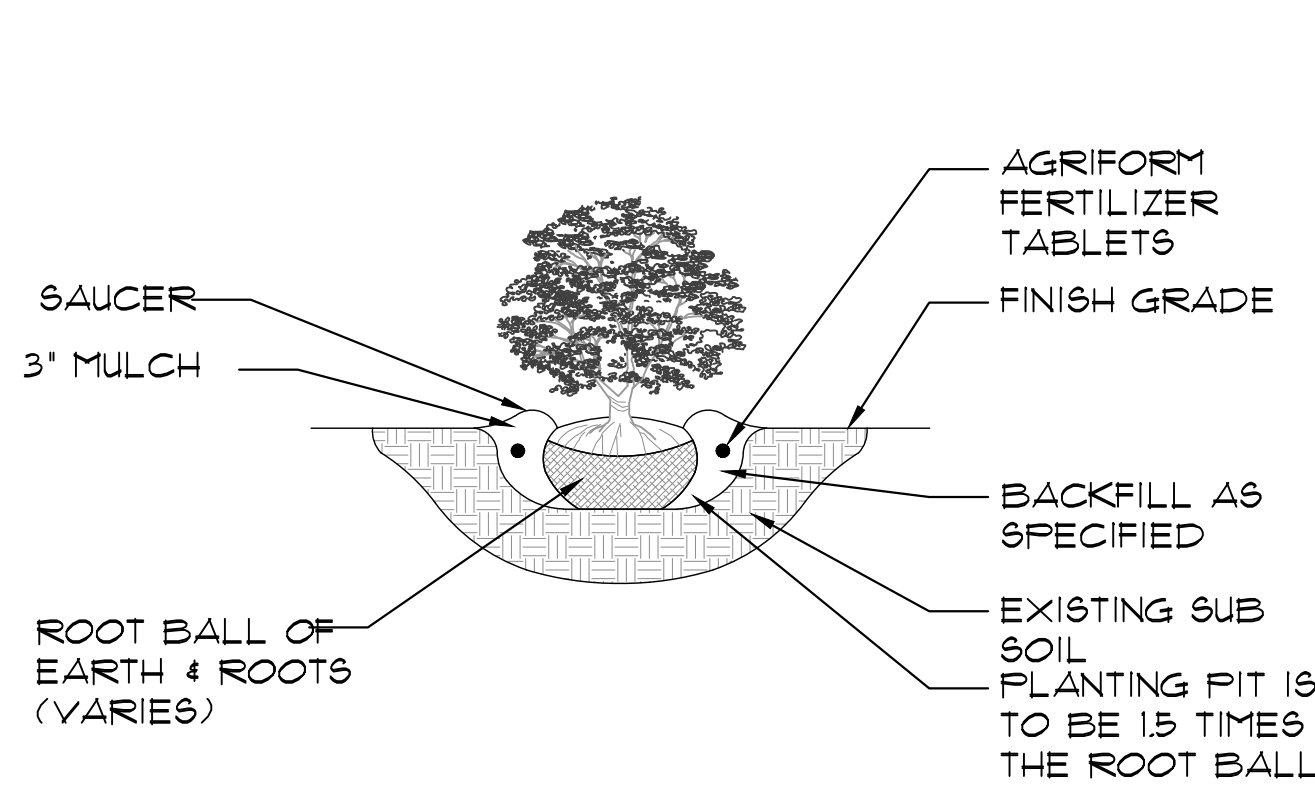
AGRIFORM FERTILIZER TABLETS
ROOTBALL AND 6"-8" BELOW FINISH GRADE
GUYLINE STRAPPING
ADJ-A-TYPE
ROOT BALL
TREE PIT-LIMIT OF MULCH
ARROWHEAD ANCHORS DRIVEN BELOW GRADE WITHIN MULCH RING TO NECESSARY DEPTH DETERMINED BY SOIL (15 TO 25 FEET AS REQUIRED)
(3-REQUIRED, EQUALLY SPACED)

3 TREE STAKING DETAIL
L-2 SCALE= N.T.S.

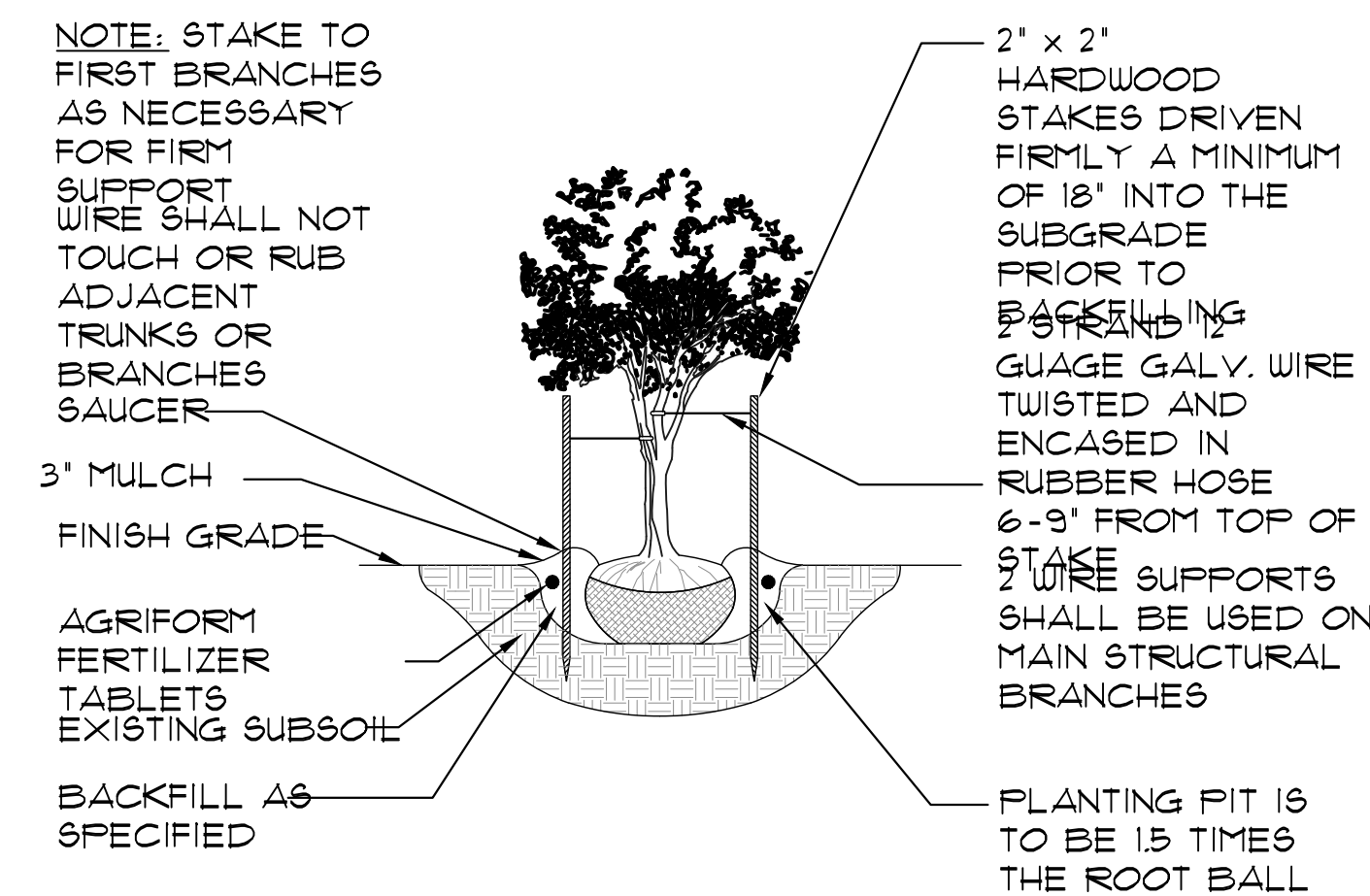


NOTE: FORM EDGE OF BED, THEN FILL IN BED AT TRIANGULAR SPACING AS SPECIFIED ON PLANT LIST.

4 TYPICAL SPACING DETAIL
L-2 SCALE= N.T.S.



5 TYPICAL SHRUB/GROUNDCOVER PLANTING DETAIL
L-2 SCALE= N.T.S.



6 MULTI-TRUNK SPACING DETAIL
L-2 SCALE= N.T.S.

GENERAL LANDSCAPE NOTES:

Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction charges, not the owner or his representative (Landscape Dynamics Construction Co. Inc.) The Owner must maintain the height of all plants within the 'Line-Of-Site' triangle area to a height of no greater than 24' above grade for shrubs and groundcover, and tree branching no lower than 72' above finish grade, to ensure clear site line views toward traffic at road and driveway intersections. Landscape Dynamics Construction Co. Inc., is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements.

- Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
- LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
- LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
- LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
- LC to verify all existing grades, dimensions, adequate drainage, suitable planting soil and field conditions and notify owner of discrepancies before proceeding with work. Per FL Statutes, LC to call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
- LC to protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement. Undergound objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
- Round-Up shall be applied twice at ten day intervals onto all existing vegetation, sod, and groundcover areas that are to be replanted. Extreme care shall be taken to prevent overspray and/or drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining weeds and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the one year warranty period.
- All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. Trees up to 4" caliper measured at 6" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. All rootballs and containers to be free of weeds and their roots.
- Planting soil of Fla. peat mixed 1/2 with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains lime rock or construction debris (to be removed).
- Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Do not apply the 1/2" of mulch to the top of the rootball until after inspection of each tree or palm.
- Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
- Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18". See detail.
- All palms, trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or SierraTabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Application shall be as per the details and mfr's recommendation.
- All planting beds (except for annuals) and trees to receive med. pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4 foot wide mulch rings in turf areas) shall be mulched to a maximum 1 1/2" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown in".
- LC to maintain all plant material in a plumb, upright and stable condition. All trees/palms to be guyed/staked as per details.
- LC to remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes and nursery attachments from all plant material.
- LC shall be responsible to keep plant material in a healthy, watered, insect/pest free condition until owner's final acceptance.
- LC to provide a one-year warranty for trees/palms, shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date. Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
- Provide 100% coverage of all landscape areas using automatic underground irrigation system with rain sensor.

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT
Robert R. Buchanon LA0000932
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CALL SUNSHINE
811
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COMPANIES NO LESS THAN TWO
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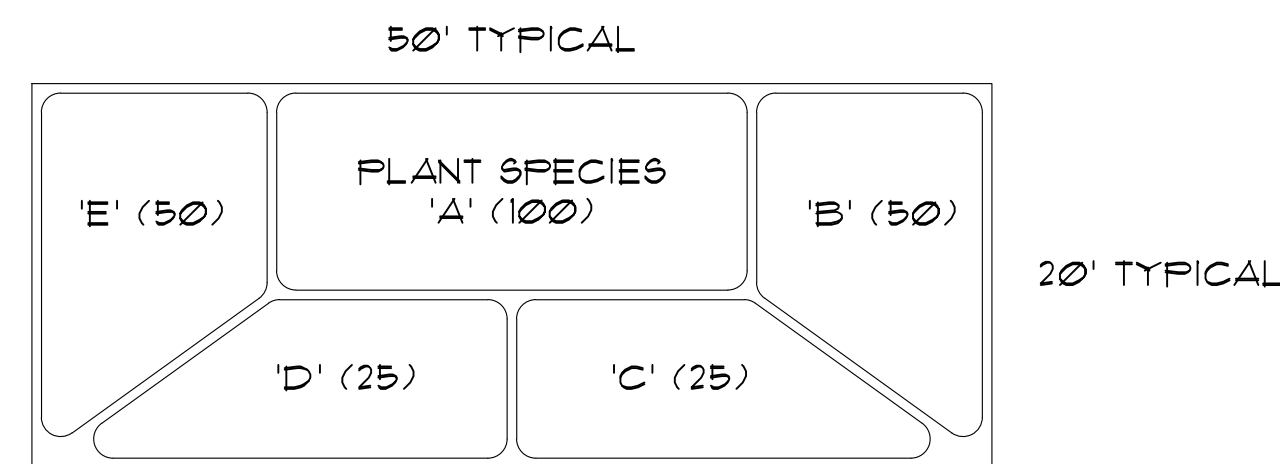
LANDSCAPE
Dynamics
CONSTRUCTION CONSULTING ARCHITECTS
LANDSCAPE ARCHITECTS AND PLANNERS

Landscaping Details
Canterwood at DeBary ALF/MC
DeBary, Florida

REVISIONS
1) 7/15/15 Comments
2) 7/15/15 Landscape Upgrade
3) 4) 5) 6) 7) 8)

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: BEB
FILE: LANDSCAPE
SCALE: N.T.S.

L-2



1 WILDFLOWER PLANTING DETAIL
SCALE= 1:10

Wildflower Plant Species List				
CNT	SYM	BOTANICAL	COMMON	SPECIFICATIONS
	A	<i>Asclepias tuberosa</i>	Butterfly Weed	4" pots, 24" o.c.
	B	<i>Helianthus annuus</i>	Dune Sunflower	4" pots, 24" o.c.
	C	<i>Gaillardia pulchella</i>	Blanket Flower	4" pots, 24" o.c.
	D	<i>Tradescantia virginiana</i>	Blue Spiderwort	4" pots, 24" o.c.
	E	<i>Eragrostis elliptica</i>	Silver Lovegrass	4" pots, 24" o.c.

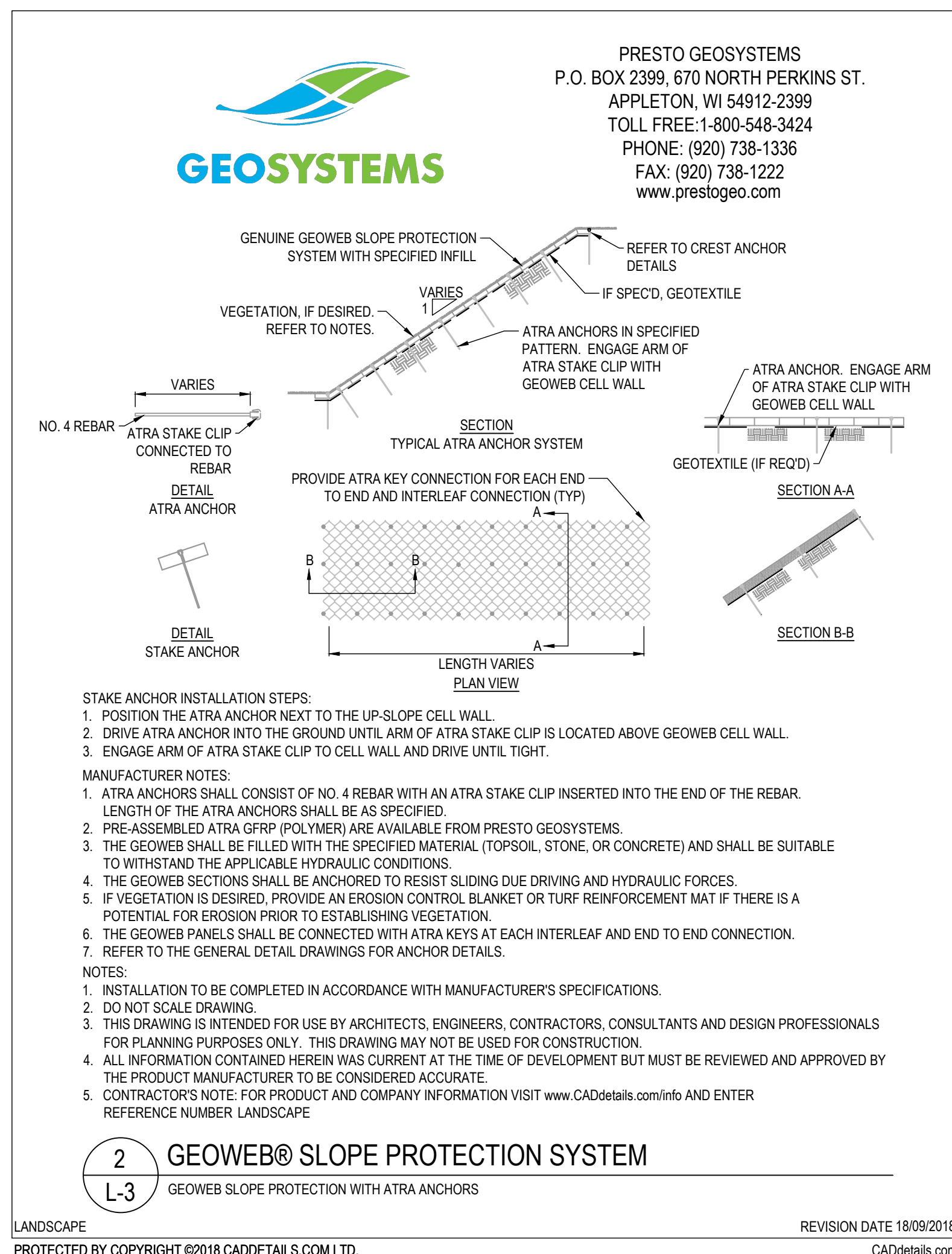
NOTES:

INSTALL 4'-6" CLEAN, STERILE TOPSOIL AT DISK OR TILL INTO SOIL AT 4' DEPTH. WATER 1' PRIOR TO WILDFLOWER INSTALLATION.

INSTALL TEMPORARY WATERING SYSTEM (ROTOR/IMPACT) HEAD STYLE TO WATER ENTIRE WILDFLOWER BED AREA.

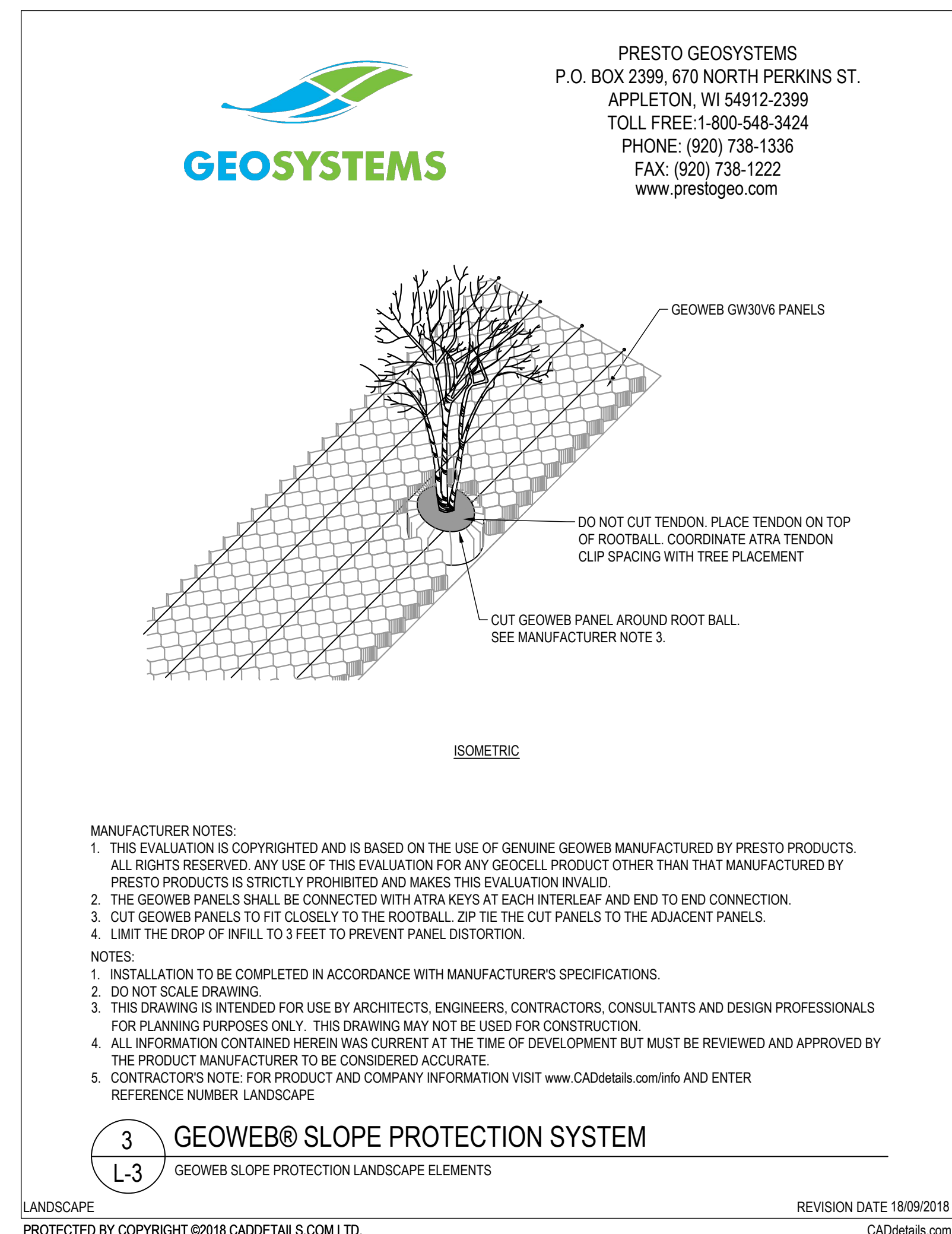
SEE SHEET IR-1 FOR POINT OF CONNECTION FOR THIS SYSTEM. SUBMIT CUT-SHEETS/SPECS/DETAILS FOR PROPOSED TEMPORARY IRRIGATION SYSTEM INSTALLATION PRIOR TO CONSTRUCTION.

INSTALL PINE STRAW AT 1" DEPTH OVER ENTIRE WILDFLOWER PLANTING AREA. DO NOT COVER INDIVIDUAL PLANTS.



2 GEOWEB® SLOPE PROTECTION SYSTEM
GEOWEB SLOPE PROTECTION WITH ATRA ANCHORS

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3 GEOWEB® SLOPE PROTECTION SYSTEM
GEOWEB SLOPE PROTECTION LANDSCAPE ELEMENTS

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BUSINESS DAYS PRIOR TO EXCAVATION

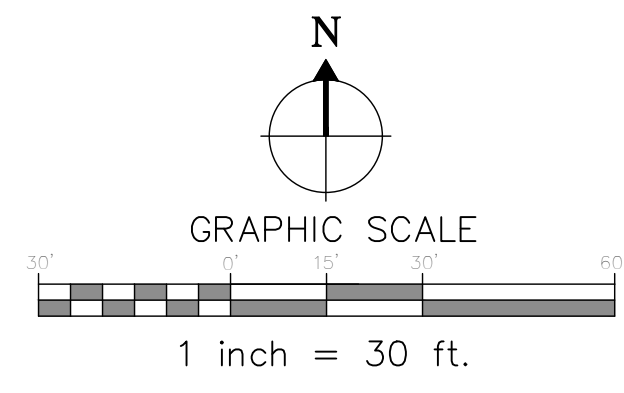
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P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone: 407-879-8811 - Email: randy@landscape-dynamics.com
Slope Planting Details
Canterwood at DeBary ALF/MC
DeBary, Florida

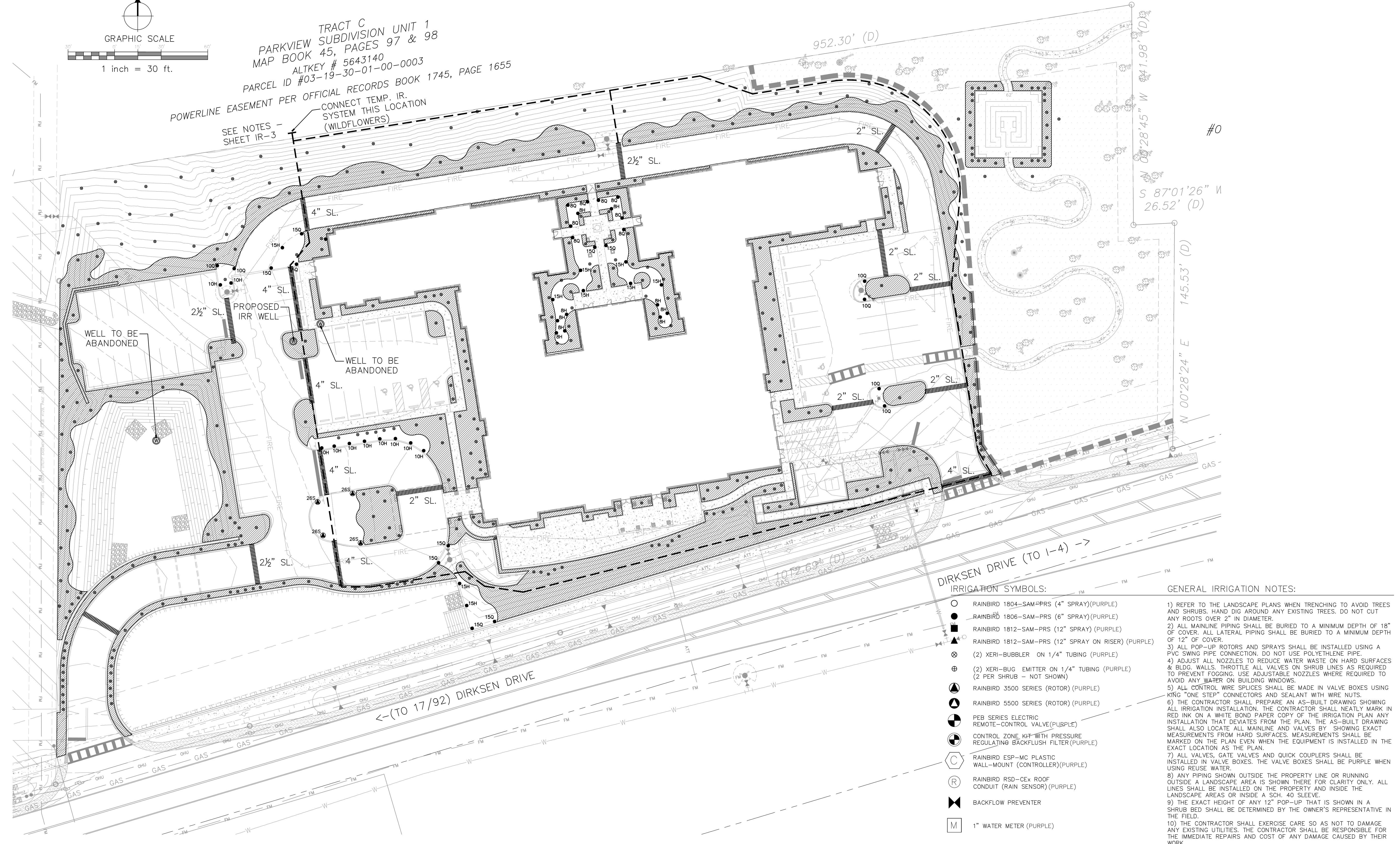
DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: RBG
FILE: LANDSCAPE
SCALE: N.T.S.

L-3



TRACT C
 PARKVIEW SUBDIVISION UNIT 1
 MAP BOOK 45, PAGES 97 & 98
 ALTKEY # 5643140
 PARCEL ID #03-19-30-01-00-0003
 POWERLINE EASEMENT PER OFFICIAL RECORDS BOOK 1745, PAGE 1655

CONNECT TEMP. IR. SYSTEM THIS LOCATION (WILDFLOWERS)
 SEE NOTES - SHEET IR-3



IRRIGATION SYMBOLS:

- RAINBIRD 1804-SAM-PRS (4" SPRAY)(PURPLE)
- RAINBIRD 1806-SAM-PRS (6" SPRAY)(PURPLE)
- RAINBIRD 1812-SAM-PRS (12" SPRAY) (PURPLE)
- RAINBIRD 1812-SAM-PRS (12" SPRAY ON RISER) (PURPLE)
- ⊗ (2) XERI-BUBBLER ON 1/4" TUBING (PURPLE)
- ⊕ (2) XERI-BUG EMITTER ON 1/4" TUBING (PURPLE)
- ⊕ (2 PER SHRUB - NOT SHOWN)
- ▲ RAINBIRD 3500 SERIES (ROTOR) (PURPLE)
- ▲ RAINBIRD 5500 SERIES (ROTOR) (PURPLE)
- ⊕ FEB SERIES ELECTRIC REMOTE-CONTROL VALVE(PURPLE)
- ⊕ CONTROL ZONE KFT WITH PRESSURE REGULATING BACKFLUSH FILTER(PURPLE)
- ⊕ RAINBIRD ESP-MC PLASTIC WALL-MOUNT (CONTROLLER)(PURPLE)
- ⊕ RAINBIRD RSD-CBX ROOF CONDUIT (RAIN SENSOR)(PURPLE)
- ⊕ BACKFLOW PREVENTER
- ⊕ 1" WATER METER (PURPLE)
- CLASS 200 PVC LATERAL LINE (PURPLE)
- CLASS 200 PVC LATERAL ROTOR LINE (PURPLE)
- POLYETHYLENE TUBING BUBBLER LINE (PURPLE)
- LANDSCAPE DIPLINE TUBING(PURPLE)
- ▨ LANDSCAPE DRIP AREA(PURPLE) (TUBING AND EMITTERS 12" O.C.)
- 2" PVC LATERAL MAINLINE (PURPLE)
- PVC SCH 40 SOLVENT WELD SLEEVE PIPE (SL) - SIZE TO BE DOUBLE THAT OF THE LATERAL LINE (PURPLE)

GENERAL IRRIGATION NOTES:

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING A PVC SWING PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE.
- 4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
- 5) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING KING "ONE STEP" CONNECTORS AND SEALANT WITH WIRE NUTS.
- 6) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.
- 7) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING REUSE WATER.
- 8) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
- 9) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD.
- 10) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- 11) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
- 12) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE.
- 13) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
- 14) IRRIGATION SYSTEM DESIGN REQUIREMENTS: 60 GPM @ A MINIMUM OF 60 PSI AT EACH POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY THE AVAILABLE GPM AND PSI PRIOR TO INSTALLATION OF THE SYSTEM.
- 15) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)

NOTE:
 Irrigation System is to be connected to the existing well. See plan Landscape island above for location. The other (2) existing wells are to be grouted and abandoned by Steve Young - Well Driller 407-869-1353

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
 Robert R. Buchanan LA0000932
 LANDSCAPE DESIGN CONSTRUCTION INC. 10000
 48 HOURS BEFORE YOU DIG
 CALL SUNSHINE
 1-800-432-4770
 IT'S THE LAW IN FLORIDA
 FLORIDA LAW REQUIREMENTS
 EXCAVATORS TO NOTIFY
 OWNERS OF UNDERGROUND
 FACILITIES NO LESS THAN TWO
 BUSINESS DAYS BEFORE EXCAVATION

MJM Associates
 1030 N. Orange Avenue
 Suite 200
 Orlando, FL 32801

LANDSCAPE
DYNAMICS
 LANDSCAPE ARCHITECTS AND PLANNERS

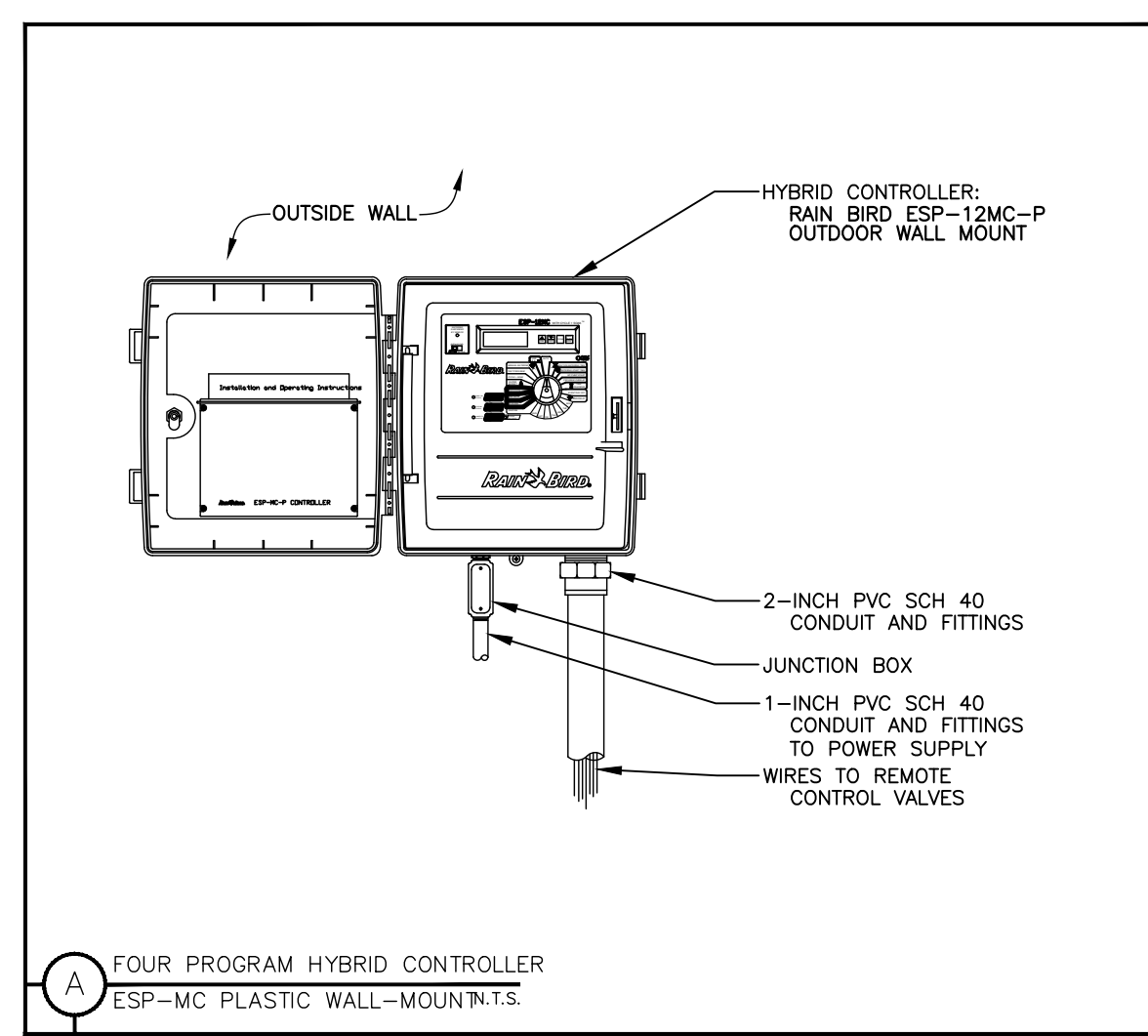
Irrigation Plan
 Canterwood at DeBary ALF/MC
 DeBary, Florida

REVISIONS
 1/7/18 Comments
 2/1/18 Landscape Upgrade
 3/1/18
 4/1/18
 5/1/18
 6/1/18
 7/1/18

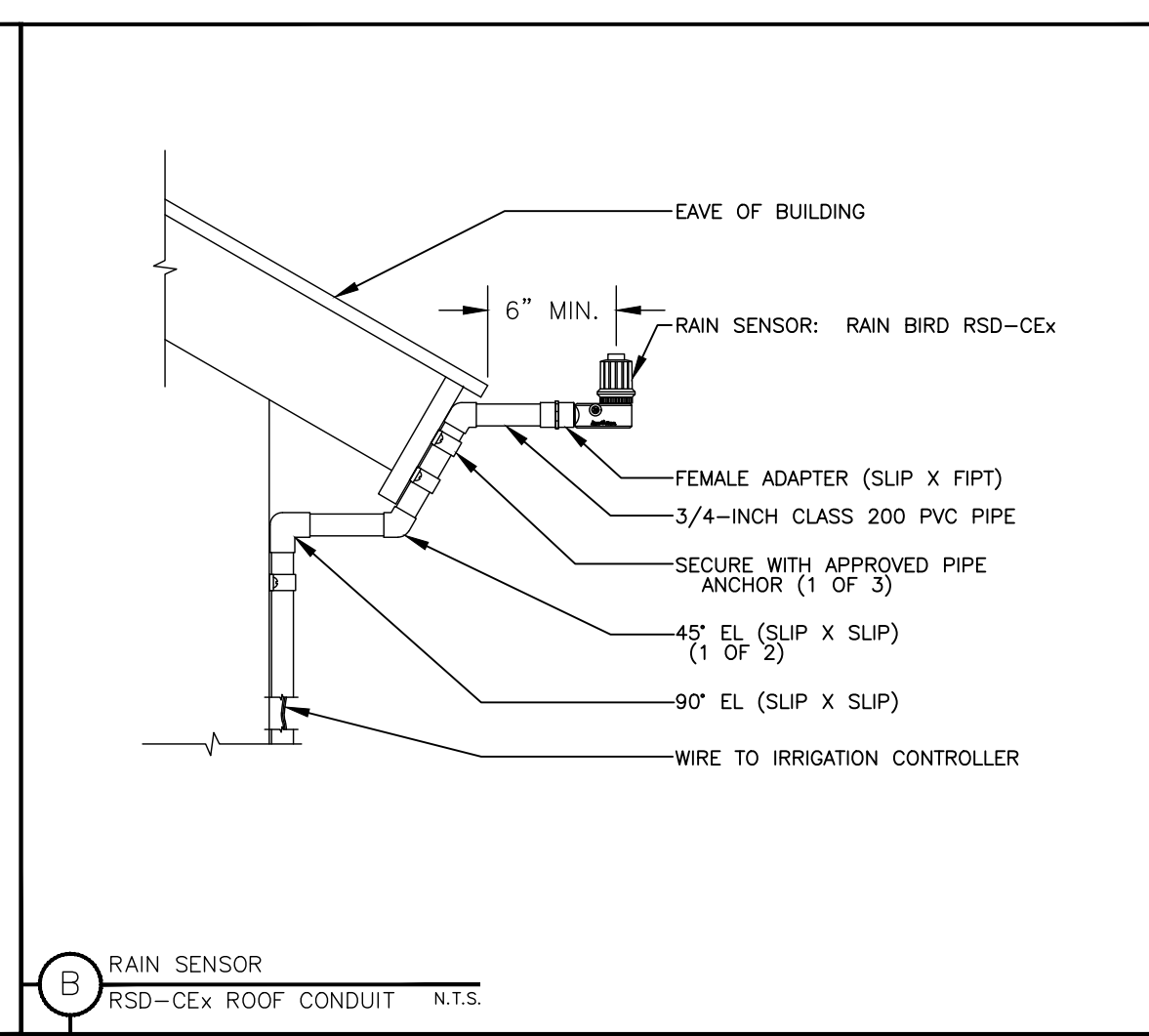
DATE: 06-05-17
 JOB NUMBER: 17-027
 DRAWN BY: BEB
 FILE: IRRIGATION
 SCALE: 1" = 30'

IR-1

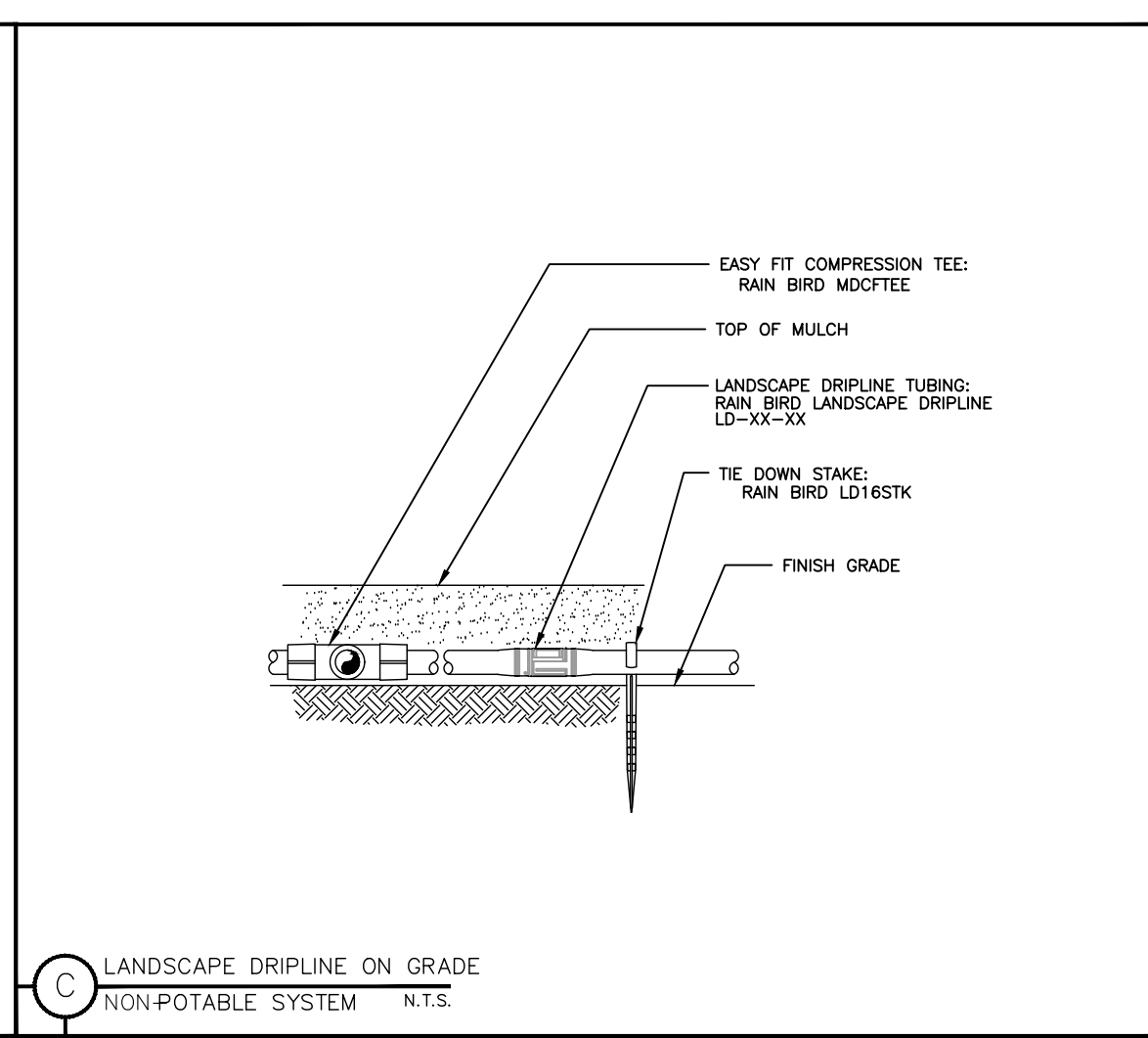
IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.



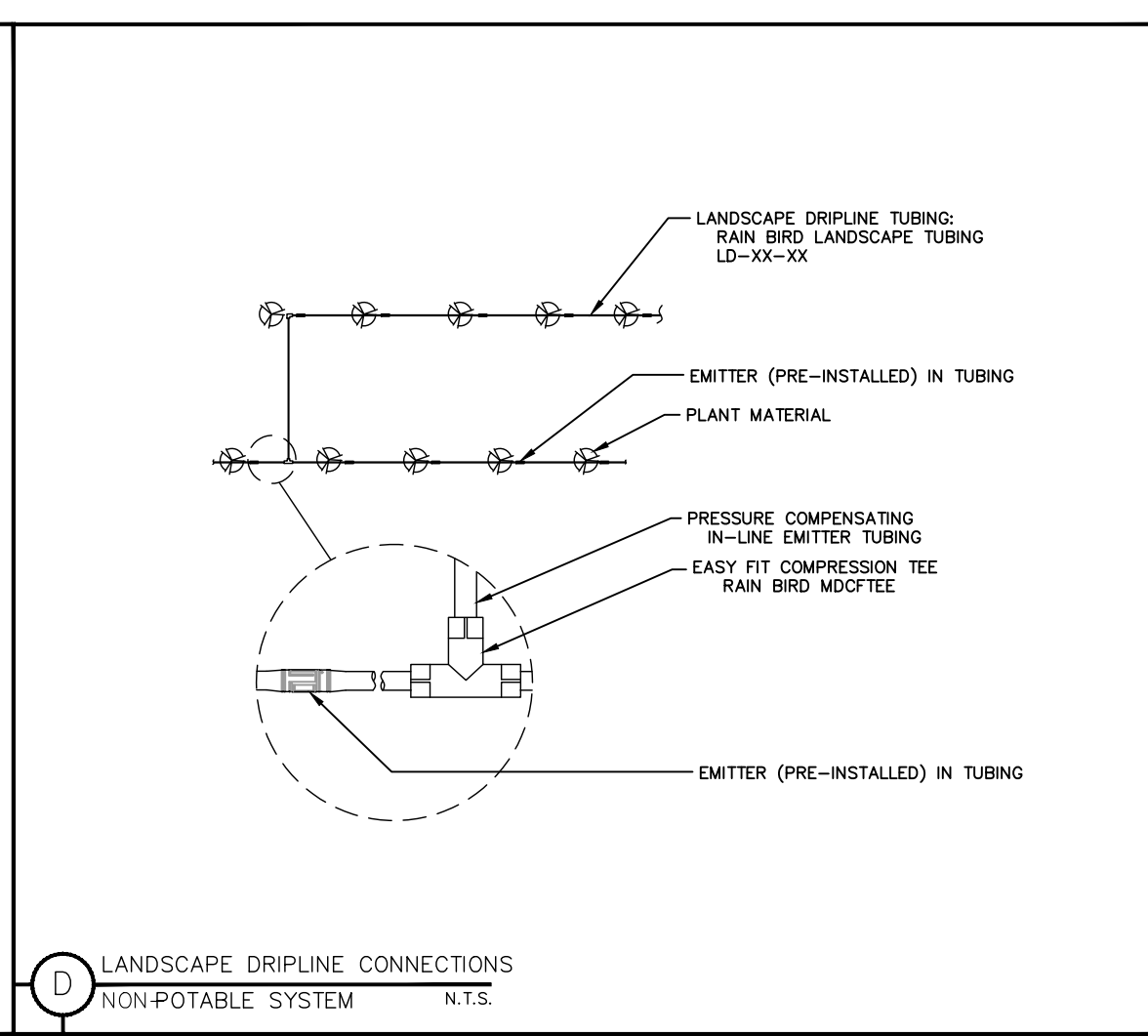
A FOUR PROGRAM HYBRID CONTROLLER ESP-MC PLASTIC WALL-MOUNT N.T.S.



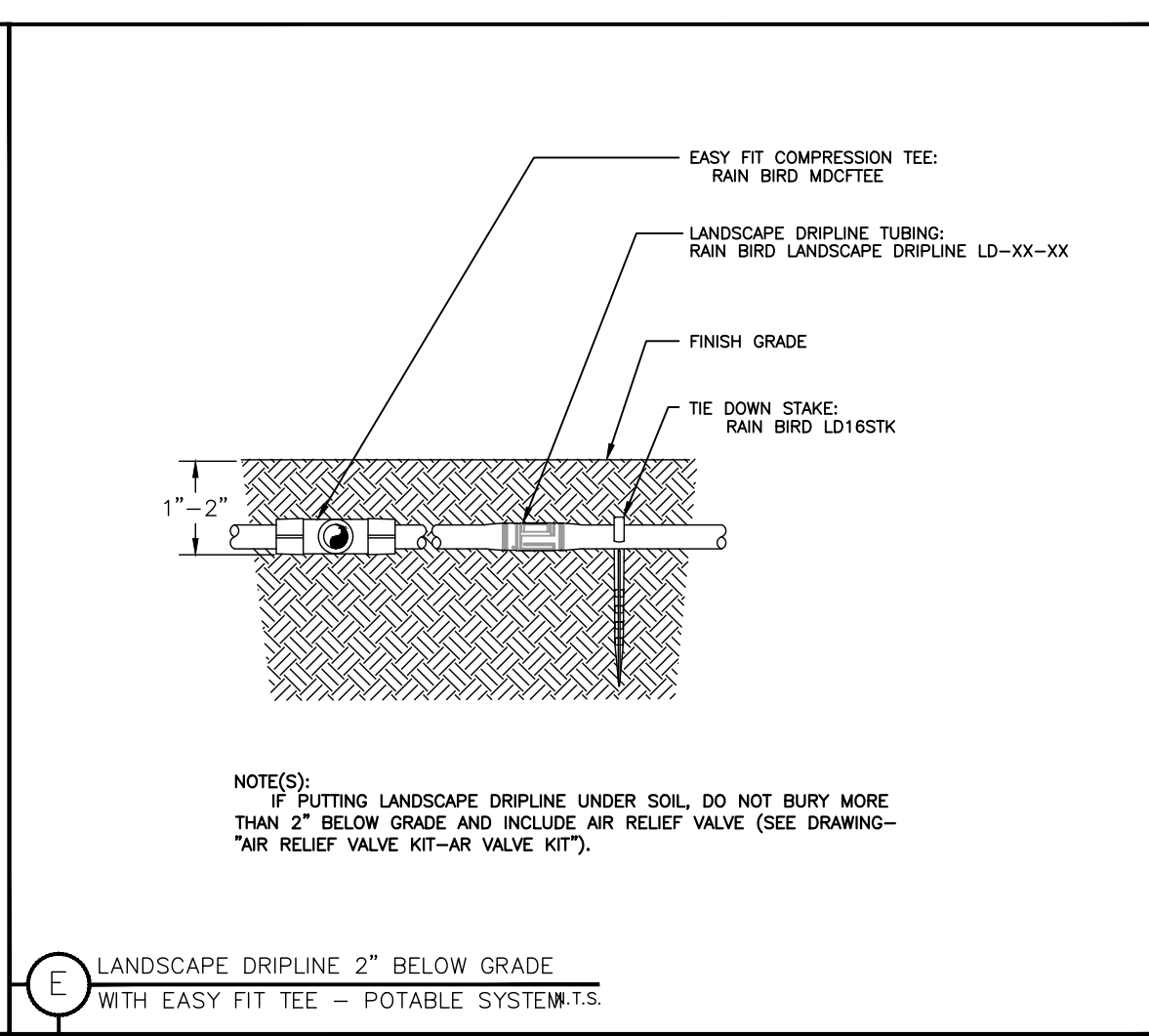
B RAIN SENSOR RSD-CEx ROOF CONDUIT N.T.S.



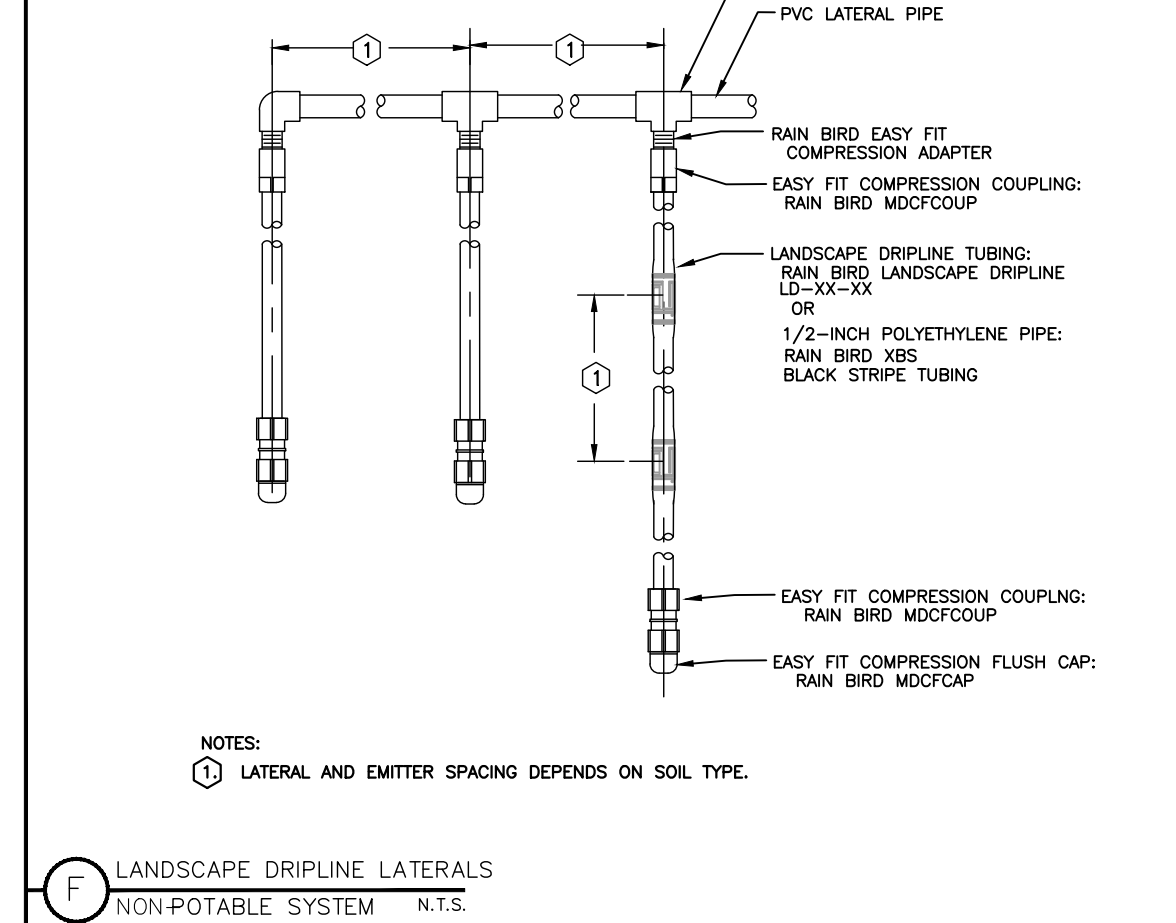
C LANDSCAPE DRIPLINE ON GRADE NON-POTABLE SYSTEM N.T.S.



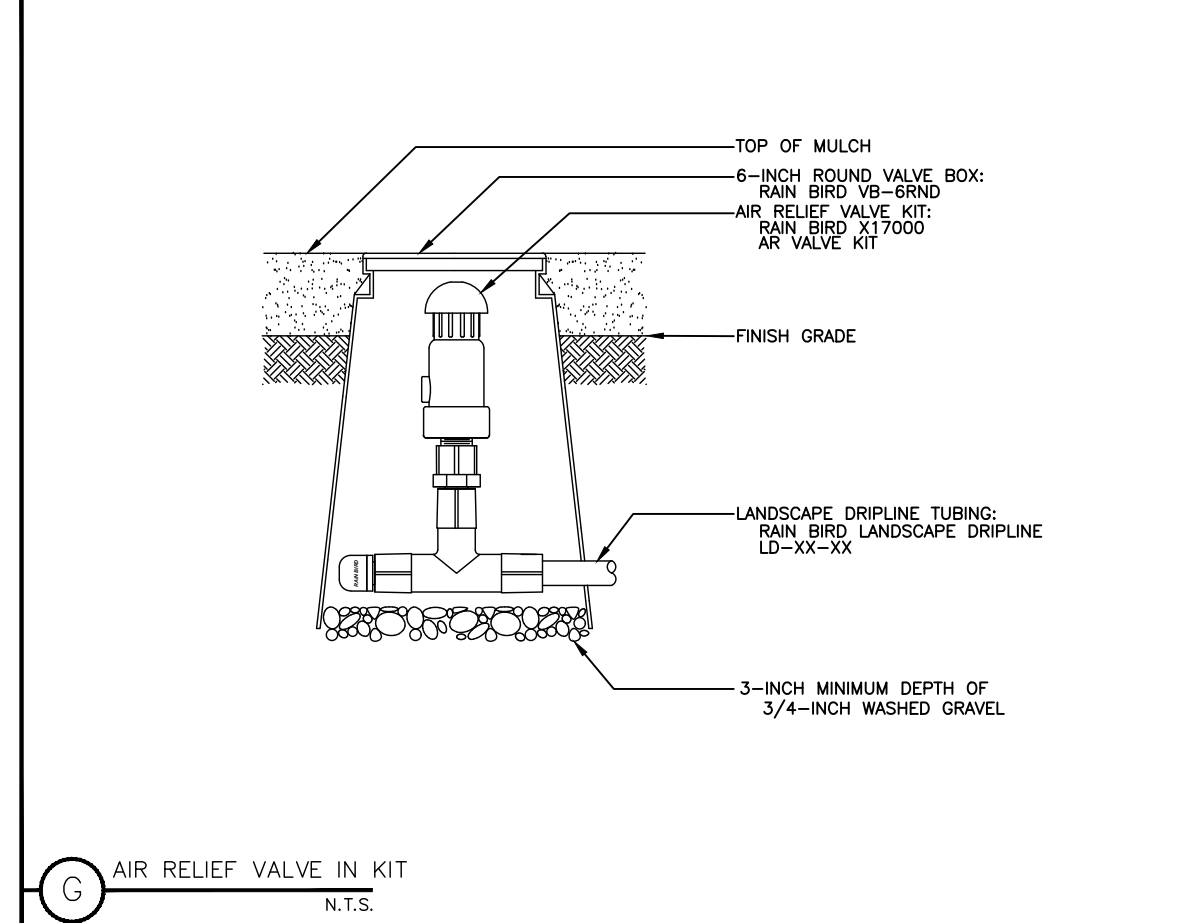
D LANDSCAPE DRIPLINE CONNECTIONS NON-POTABLE SYSTEM N.T.S.



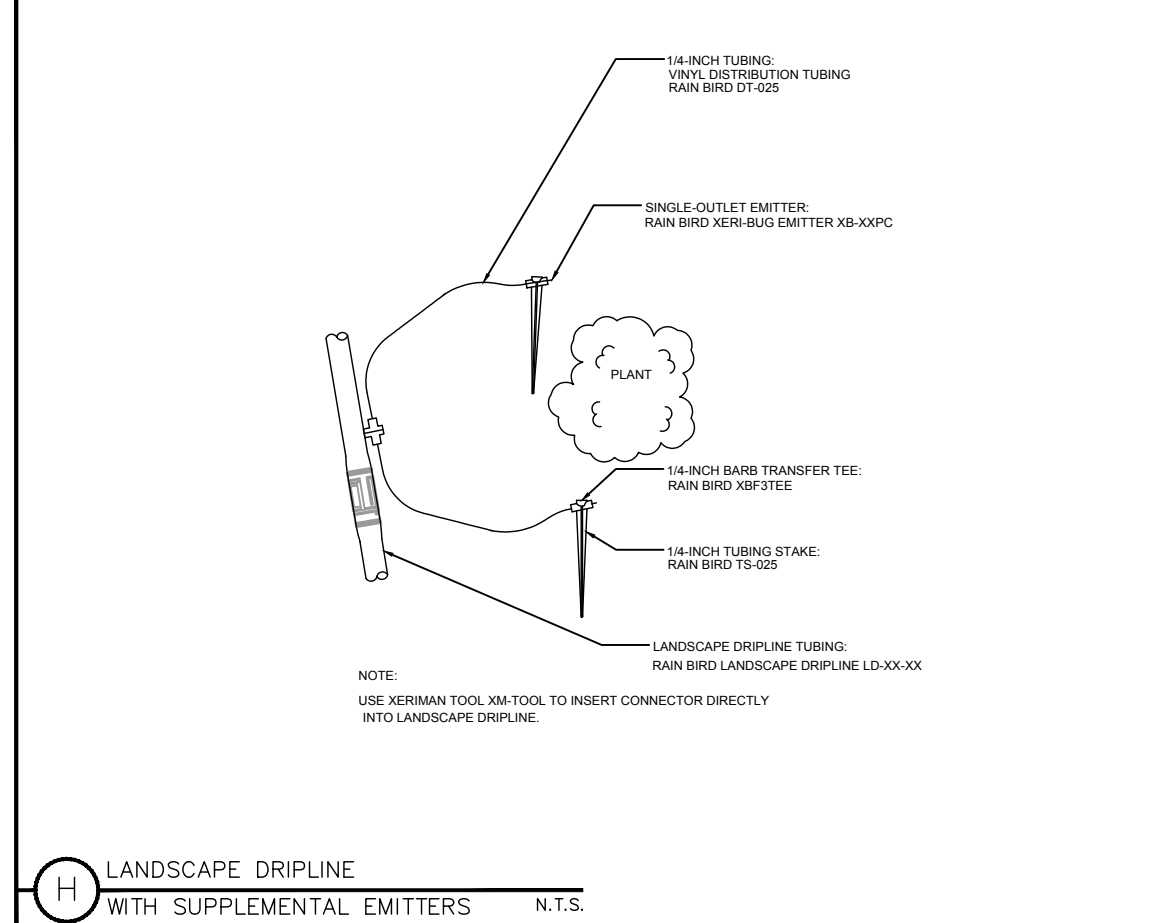
E LANDSCAPE DRIPLINE 2" BELOW GRADE WITH EASY FIT TEE - POTABLE SYSTEM T.S.



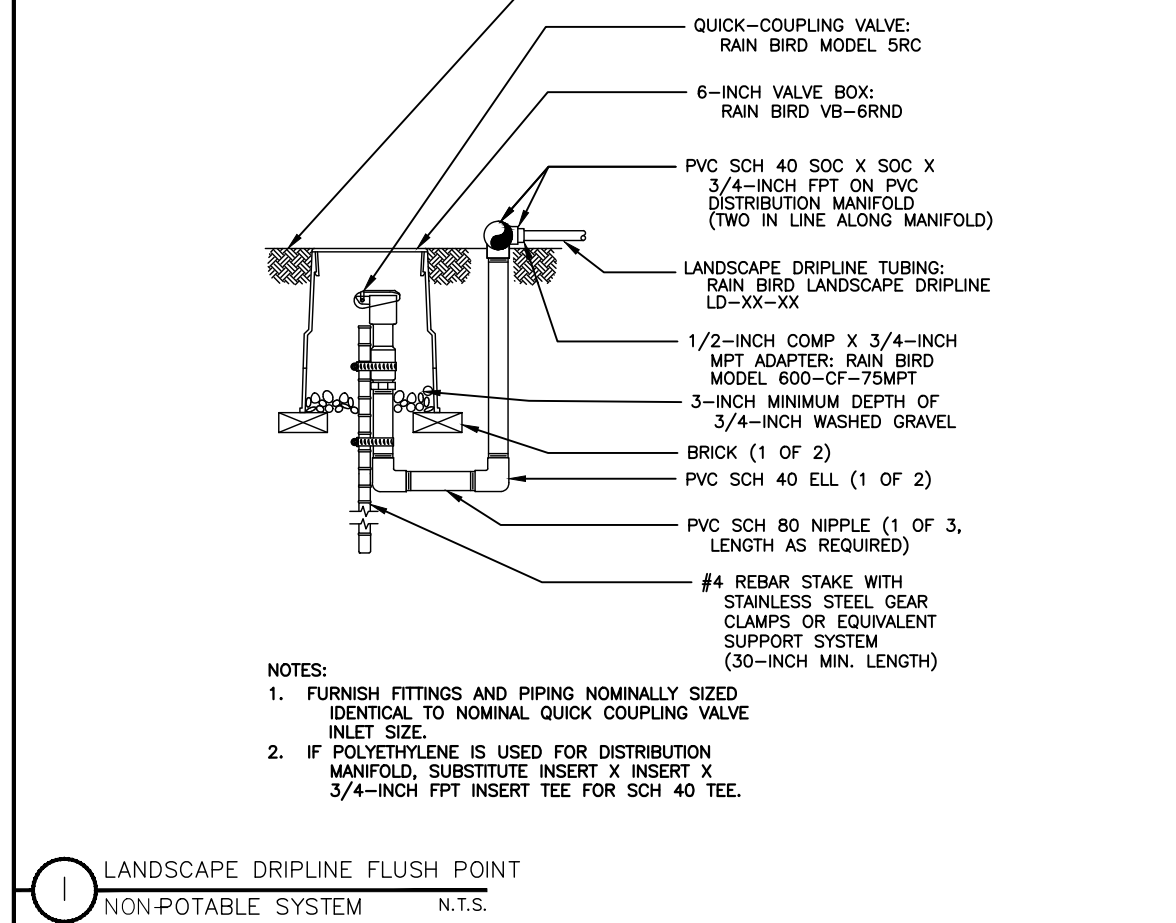
F LANDSCAPE DRIPLINE LATERALS NON-POTABLE SYSTEM N.T.S.



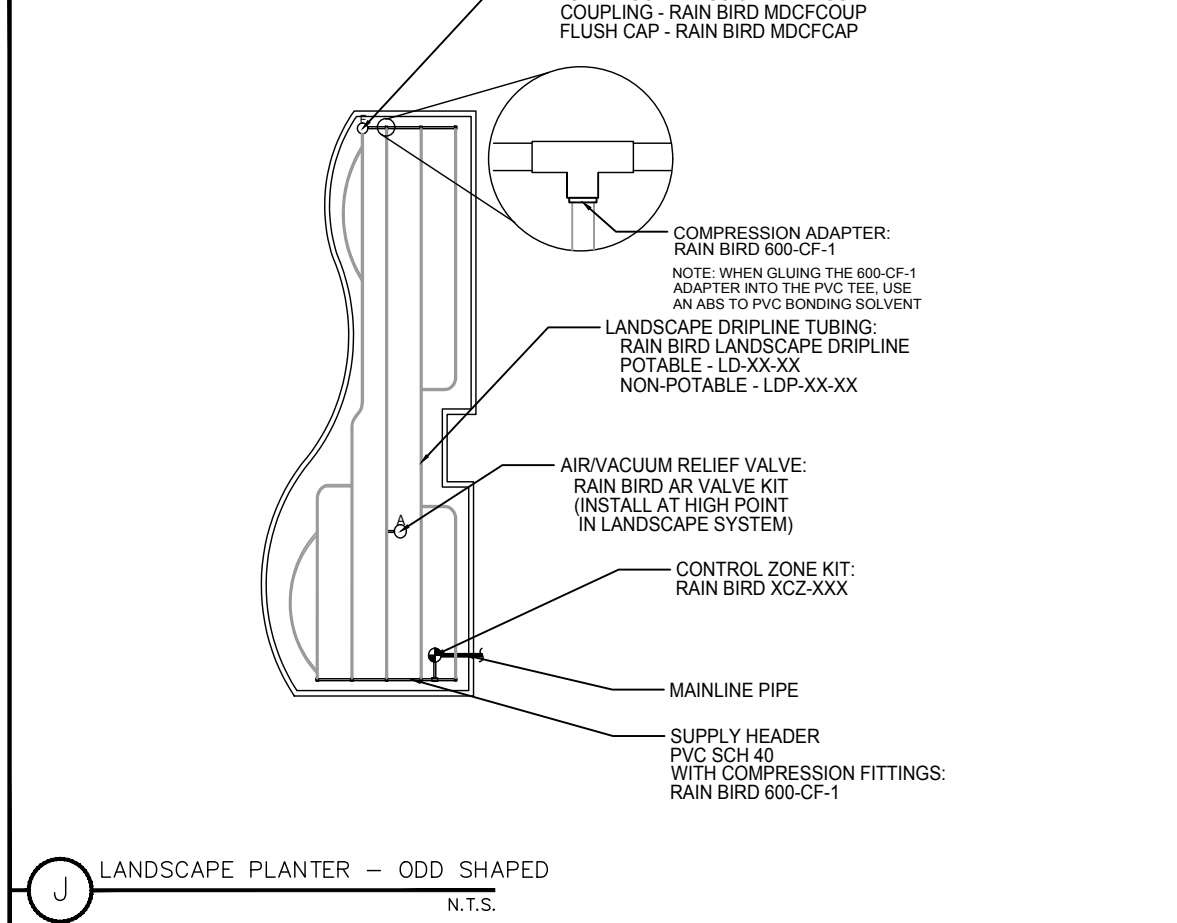
G AIR RELIEF VALVE IN KIT N.T.S.



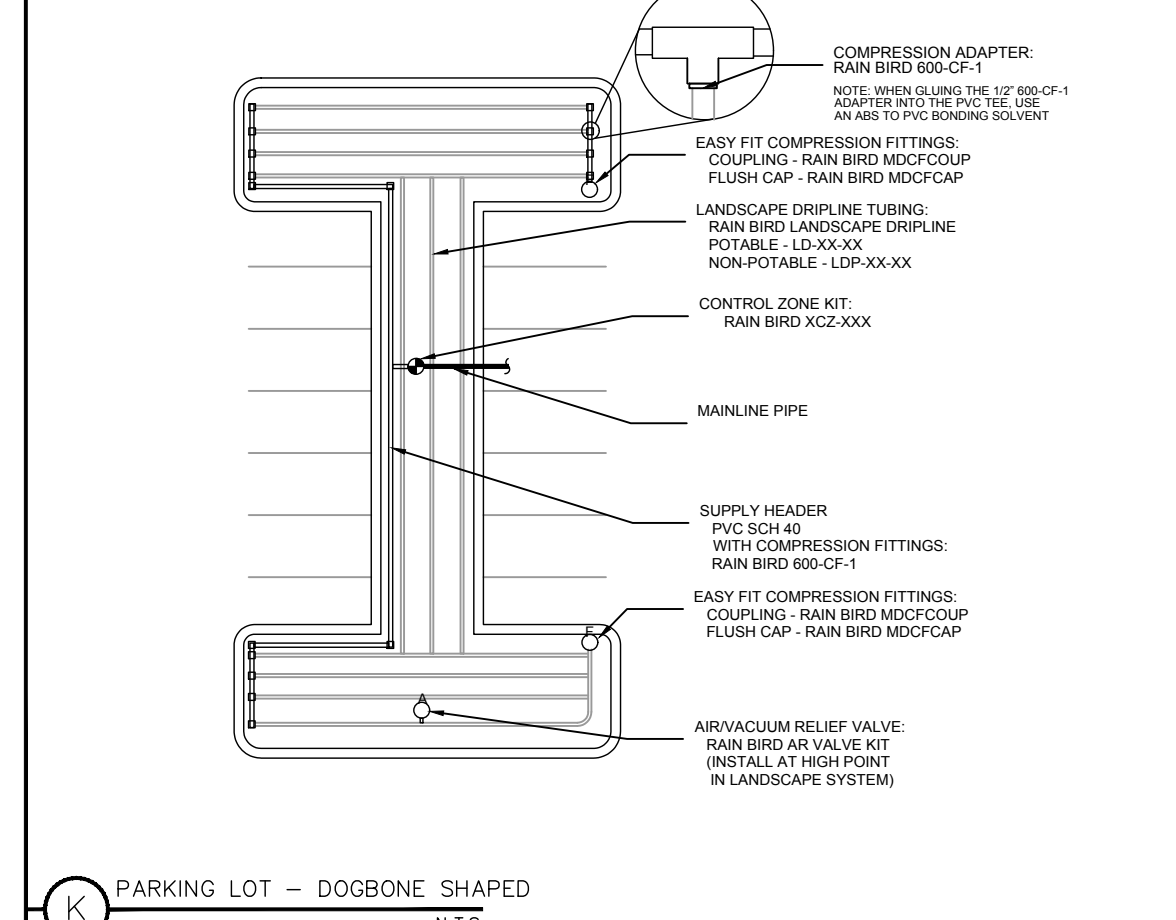
H LANDSCAPE DRIPLINE WITH SUPPLEMENTAL EMITTERS N.T.S.



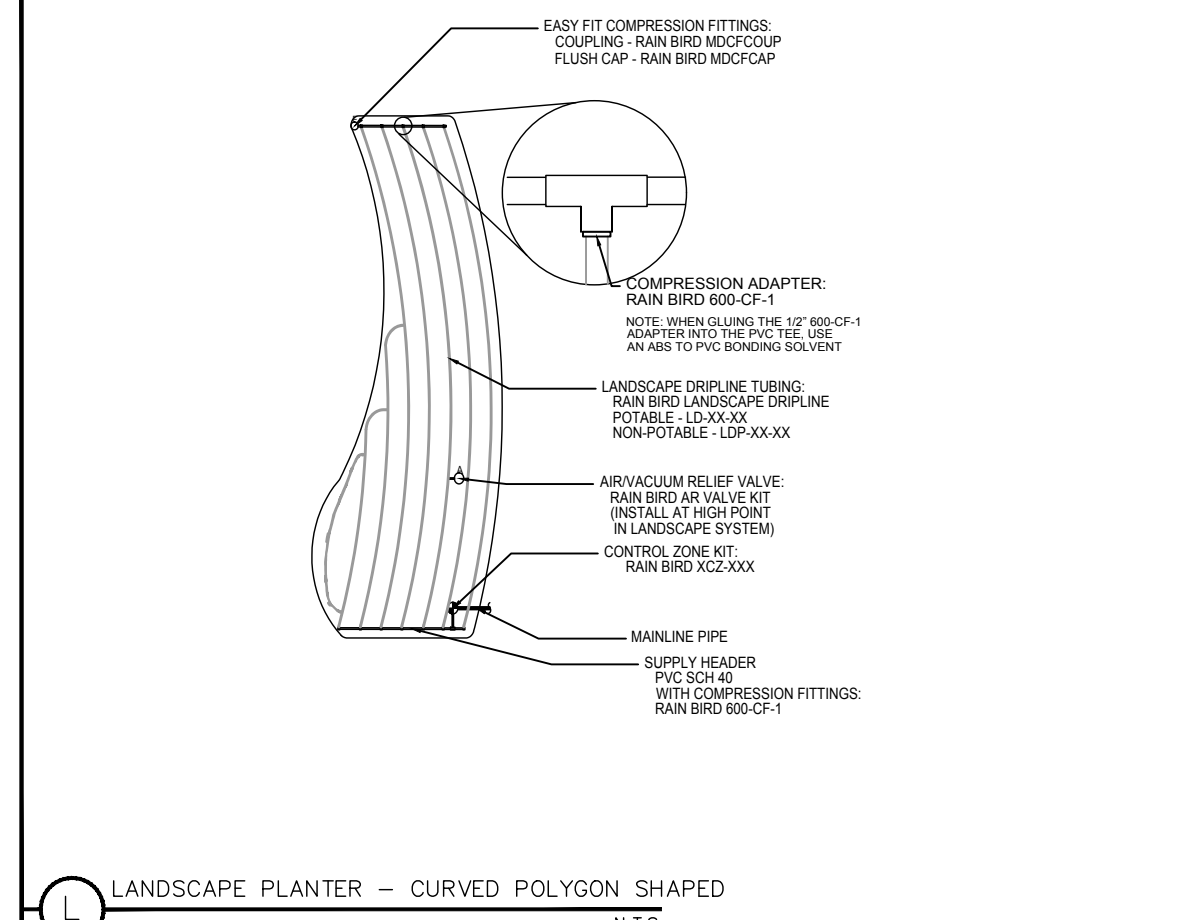
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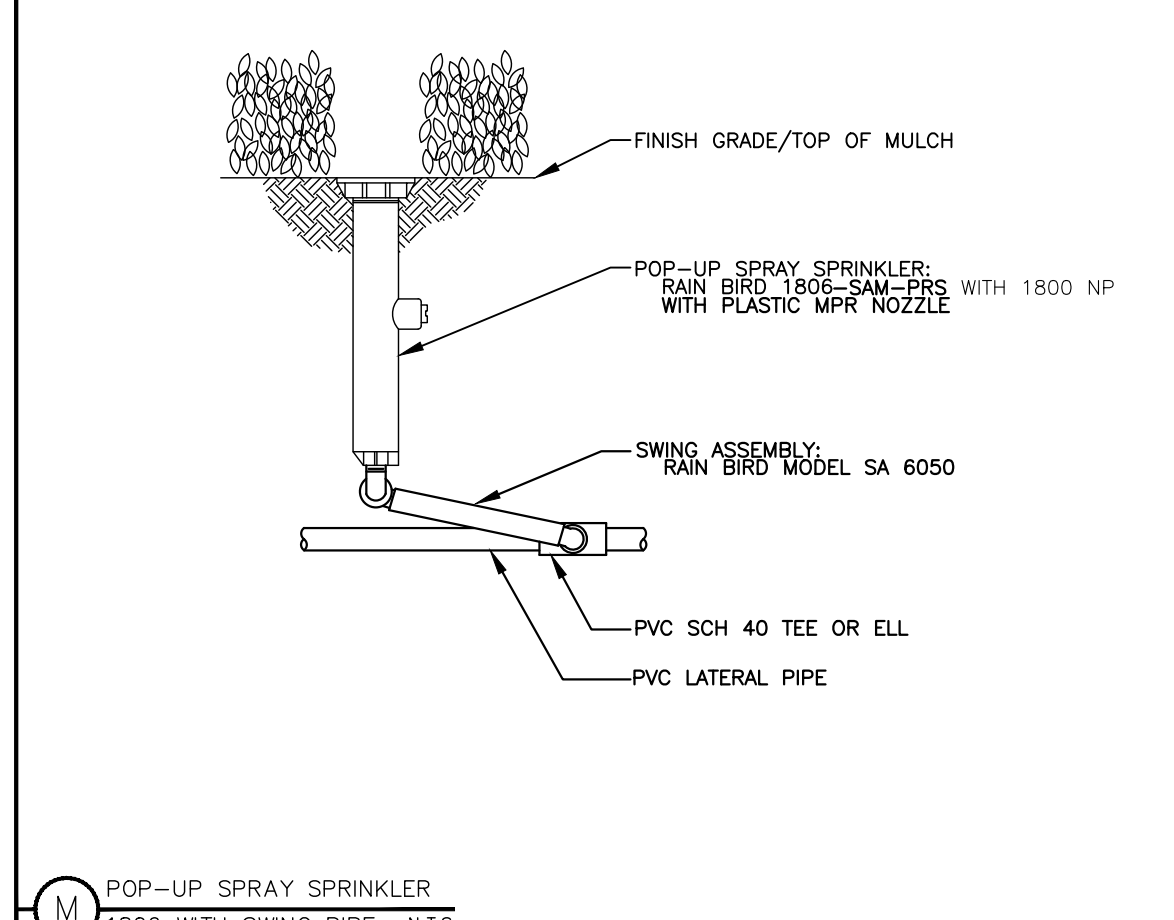
J LANDSCAPE PLANTER - ODD SHAPED N.T.S.



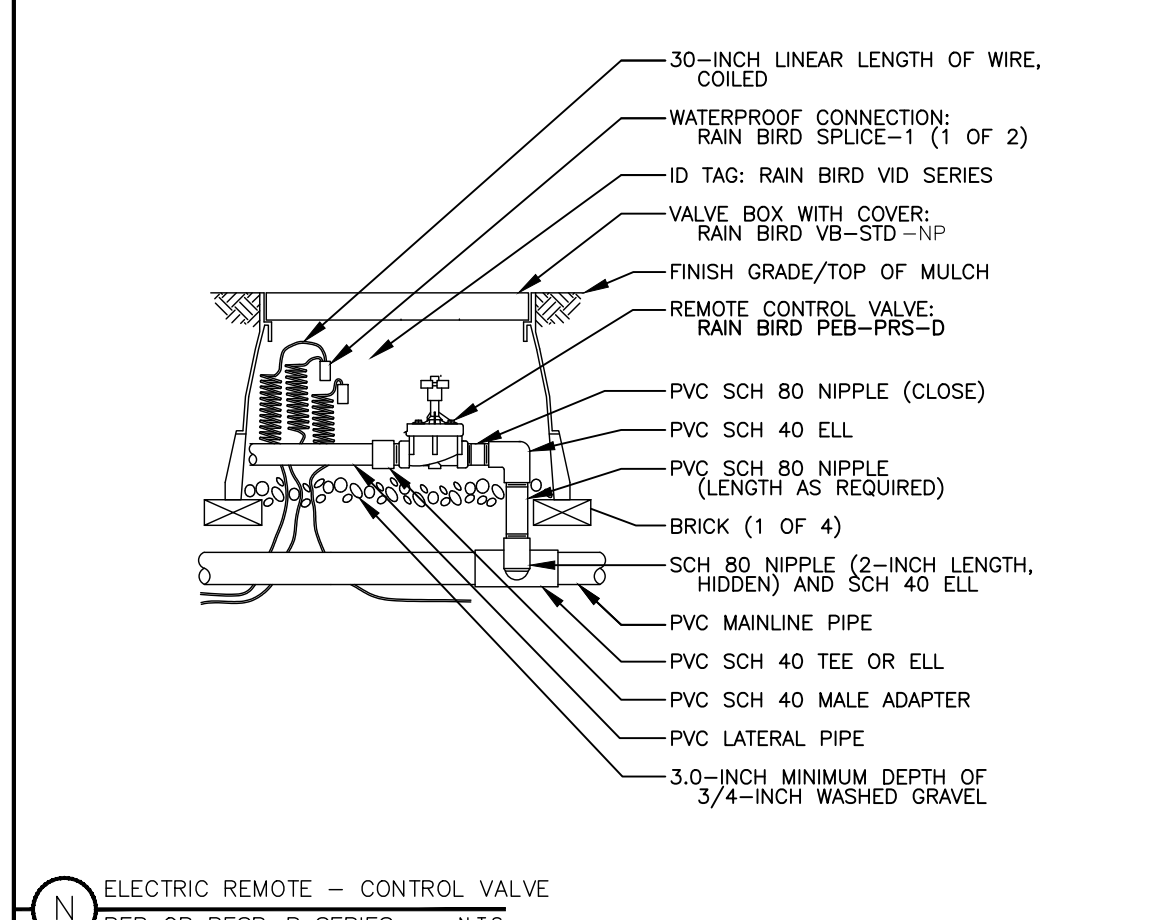
K PARKING LOT - DOGBONE SHAPED N.T.S.



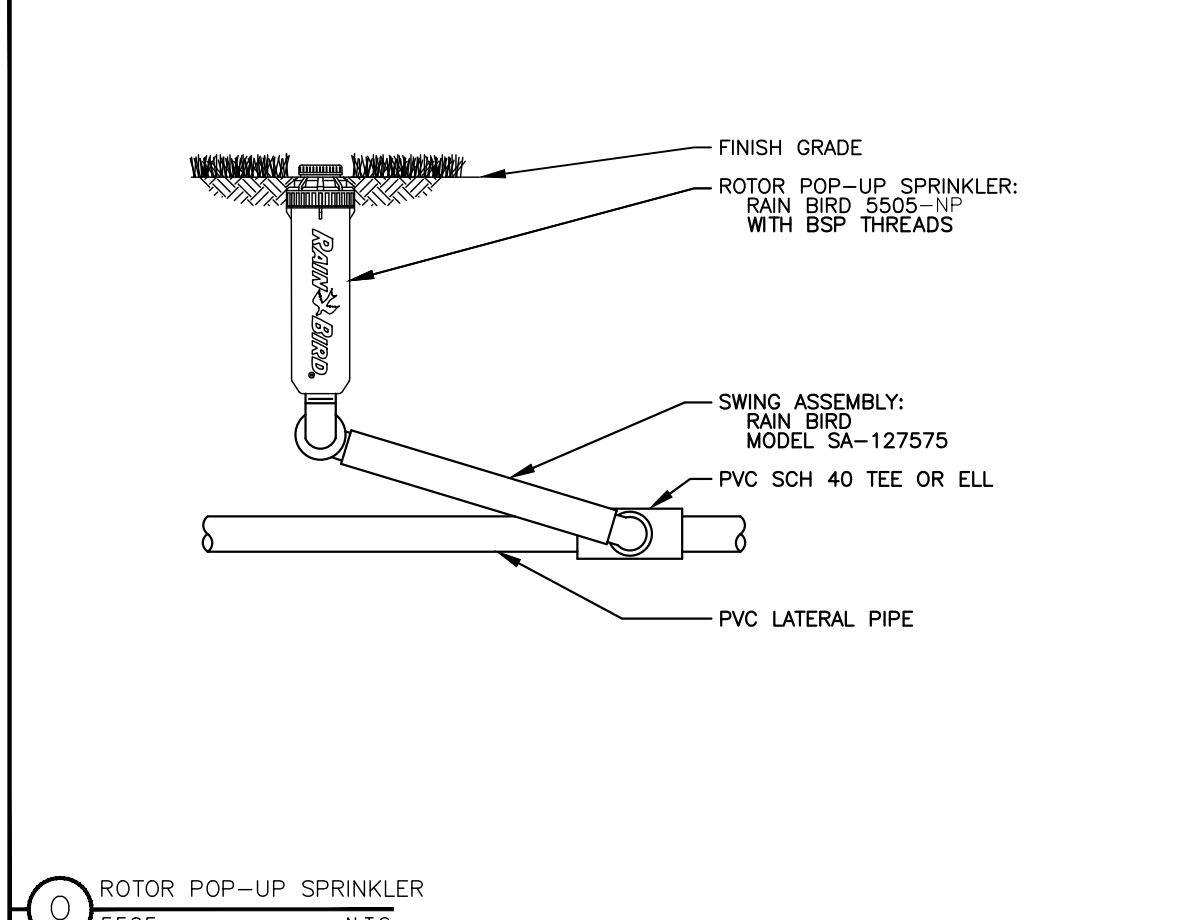
L LANDSCAPE PLANTER - CURVED POLYGON SHAPED N.T.S.



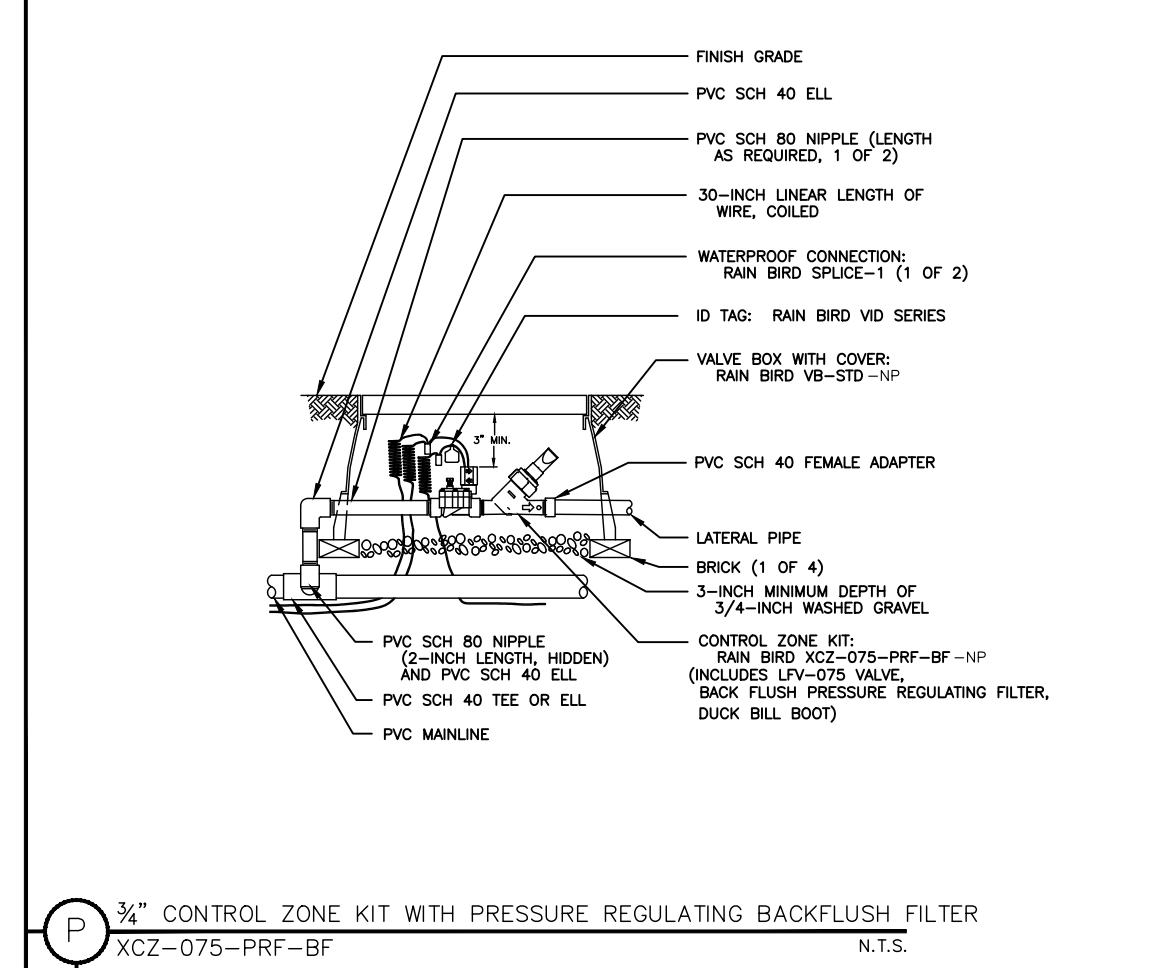
M POP-UP SPRAY SPRINKLER 1806 WITH SWING PIPE N.T.S.



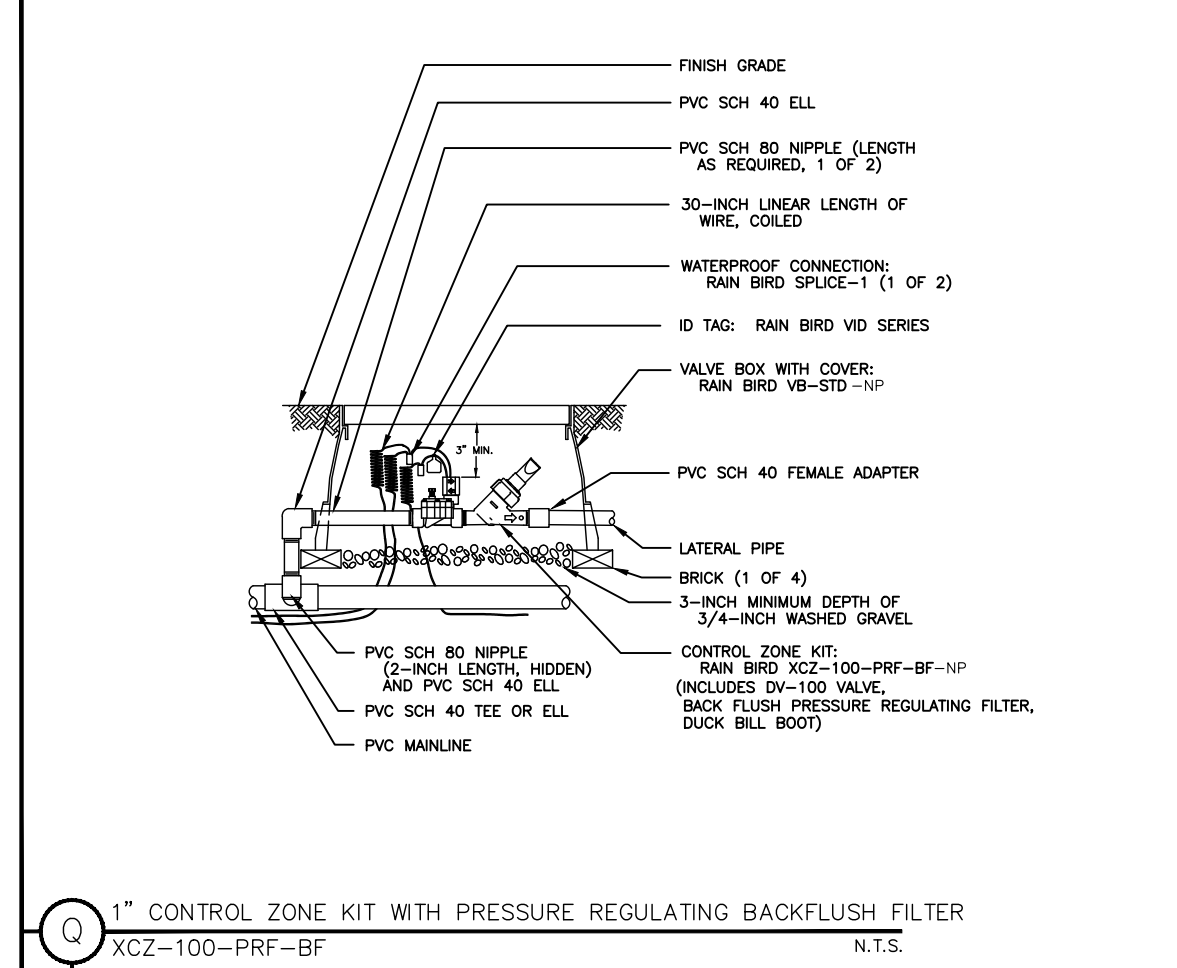
N ELECTRIC REMOTE - CONTROL VALVE PEB OR PESB-R SERIES N.T.S.



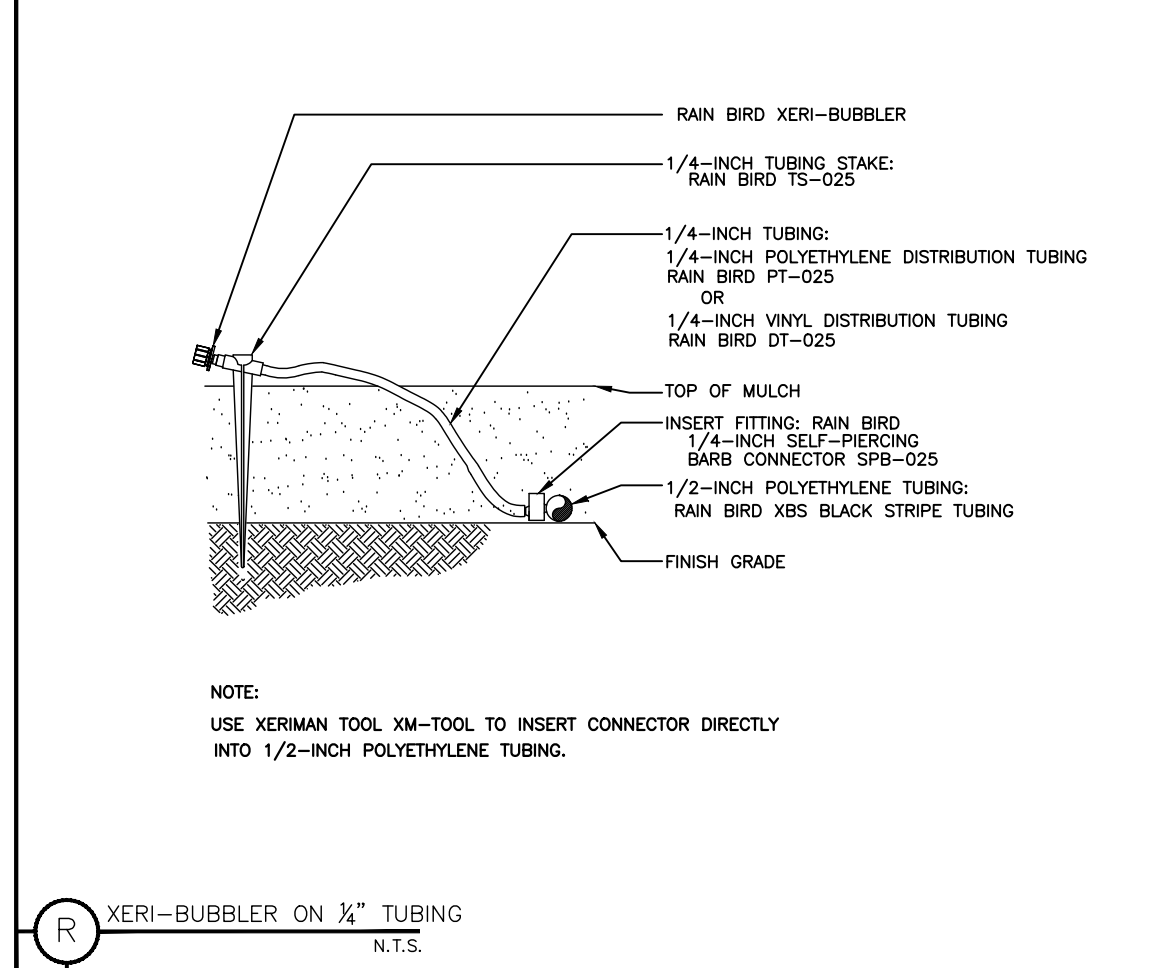
O ROTOR POP-UP SPRINKLER 5505 N.T.S.



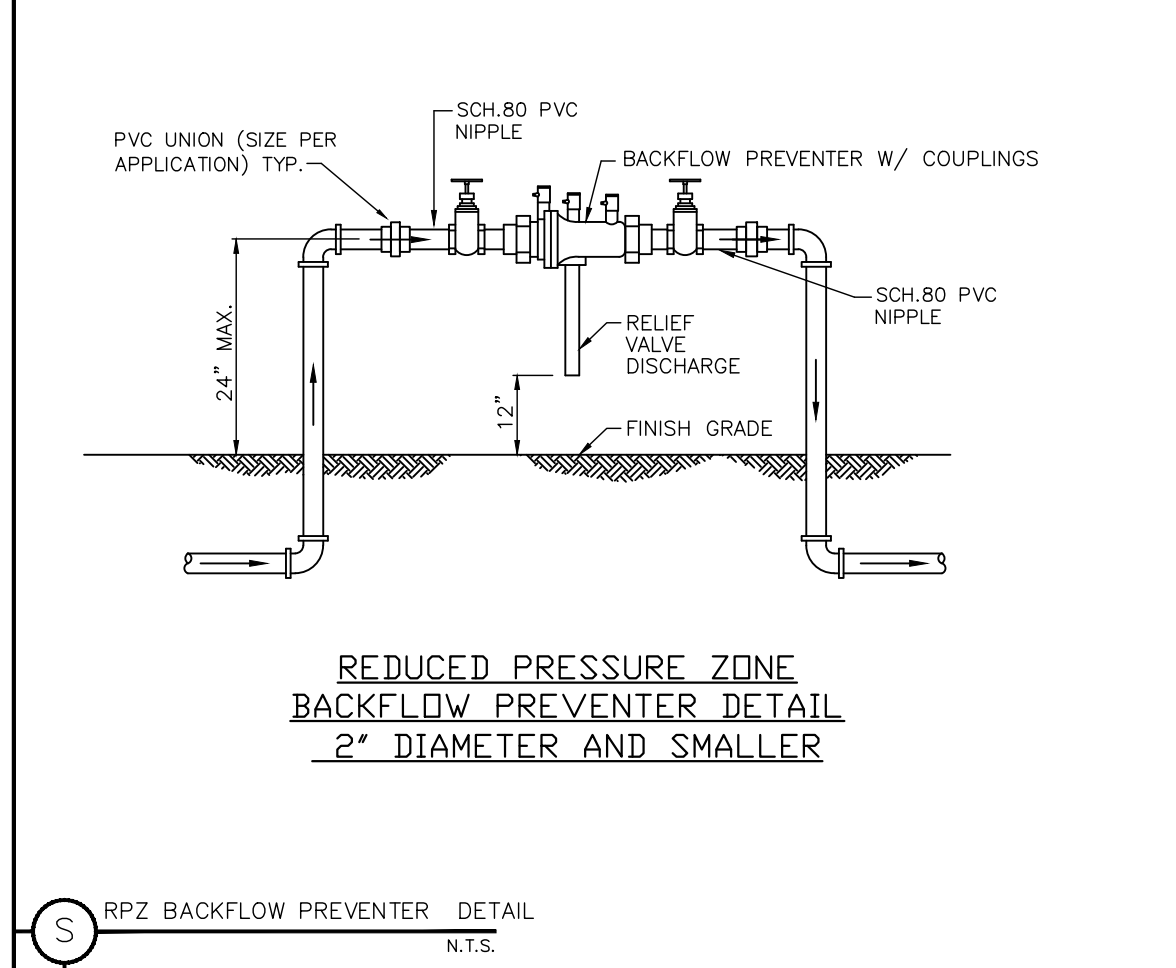
P 3/4" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER XZC-075-PRF-BF N.T.S.



Q 1" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER XZC-100-PRF-BF N.T.S.



R XERI-BUBBLER ON 1/2" TUBING N.T.S.



S RPZ BACKFLOW PREVENTER DETAIL N.T.S.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

CALL SUNSHINE 800-447-8111
IT'S THE LAW IN FLORIDA
FLORIDA LAW REGULATES
EXCAVATORS TO NOTIFY
ADJACENT PROPERTY OWNERS
IF EXCAVATION DEPTHS ARE
DEEPER THAN 4 FEET
BEFORE BEGINNING EXCAVATION

MJM Associates
1030 N. Orange Avenue
Suite 200
Orlando, FL 32801

LANDSCAPE ARCHITECTS AND PLANNERS

Irriation Details
Canterwood at DeBary ALF/MC
DeBary, Florida

REVISIONS
1. 7/15/18 Comments
2. 7/15/18 Landscape Upgrade
3. 7/15/18
4. 7/15/18
5. 7/15/18
6. 7/15/18
7. 7/15/18
8. 7/15/18

DATE: 06-05-17
JOB NUMBER: 17-027
DRAWN BY: BEB
FILE: IRRIGATION
SCALE: N.T.S.

IR-2



City Council Meeting City of DeBary AGENDA ITEM

Subject: Approve Resolution 2020-02 Matching Grants Program	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
From: Jason Schaitz, Parks and Recreation Director	<input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
Meeting Hearing Date 2/5/20	

REQUEST

The Parks and Recreation Department is requesting City Council approve Resolution 2020-02 Matching Grants Program for volunteer not for profit organizations.

PURPOSE

Approval is needed at this time so staff can continue to facilitate the process of qualifying and approving organizations through the matching grant program. It is in the public interest for the City to assist the efforts of nonprofit community-minded groups in the City to perform community services that enhances the well-being, economic opportunity, and overall quality of life of the residents of the City. Matching grants are a positive tool for facilitating the success and growth of nonprofit community-minded groups in the City.

CONSIDERATIONS

The original Resolution 17-04 for the matching grant program was approved by City Council in April 2017. After three years of going through the process, staff realized the resolution needed to be updated to assist staff in qualifying and approving organizations for the grant program. The new Resolution 2020-02 will abolish and replace resolution 17-04. Changes to the original resolution are outlined below:

- Paragraph 3 was added to identify specific not-for-profit organizations that would qualify for the grant.
- SECTION'S 1-5 were added
- Item #3 was revised to allow individual teams from not-for-profit sports organizations to qualify for the grant only for championship state or national tournaments.

COST/FUNDING

Funding was approved in the FY 19/20 budget in City Council Contributions line item 001-1100-511-8200 for \$4,000.

RECOMMENDATION

It is recommended that the City Council approve Resolution 2020-02 for the City's Matching Grant Program.

IMPLEMENTATION

Upon approval staff will implement the changes immediately. Any further grant applications will be subject to the guidelines set forth in the new resolution.

ATTACHMENTS

ATTACHMENT A: Matching Grants Resolution 2020-02

RESOLUTION 2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, TO ESTABLISH A POLICY FOR PROMOTING AND ASSISTING NONPROFIT ORGANIZATIONS IN THE CITY THROUGH PROVISION OF VOLUNTEER MATCHING GRANTS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of DeBary (the “City”) finds that it is in the public interest for the City to assist the efforts of nonprofit community-minded groups in the City to perform community services that enhances the well-being, economic opportunity, and overall quality of life of the residents of the City; and

WHEREAS, the City Council finds that matching grants are a positive tool for facilitating the success and growth of nonprofit community-minded groups in the City; and

WHEREAS, for the purposes of this Resolution, qualifying nonprofit organizations shall have an Internal Revenue Service tax exemption under the following Internal Revenue codes: 501(c)(3), Religious, Educational, Charities, Scientific and Literary Organizations; 501(c)(4), Civic Leagues, Social Welfare Organizations and Local Employee Associations; 501(c)(6), Trade and Professional Associations, Business Leagues, Chambers of Commerce; 501(c)(7), Social and Recreation Groups and Associations; and 501(c)(19) and 501(c)(23), Veteran Organizations; and

WHEREAS, this Resolution abolishes and replaces Resolution 17-04, passed by the City Council on or about April 5, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEBARY, FLORIDA AS FOLLOWS:

SECTION 1. Recitals. The preceding recitals are ratified and confirmed as being true, correct, and constitute the legislative findings of the City and are hereby made a part of this Resolution.

SECTION 2. Matching Grants. The City hereby adopts the following policies relating to matching grants for qualifying nonprofit organizations as set forth herein:

1. The City may appropriate annually in its budget discretionary funds in an amount deemed appropriate by the City Council to provide matching grants to volunteer nonprofit organizations to help fund an activity for which the City Council determines such activity constitutes a community service that enhances the overall well-being, economic opportunity, and quality of life of the residents of the City;
2. Matching grants may be provided in the amount of one dollar for every one dollar raised by the volunteer organization for an activity, which amount shall not exceed a maximum grant of five hundred dollars;
3. No more than one matching grant shall be provided to any organization or activity per year. Individual teams within nonprofit youth sports organizations will be considered as separate entities when applying for grants when multiple teams within the organization qualify for state or national championship tournaments in the same year. Each team within the nonprofit youth sports organization will be eligible for one grant per year to go to championship tournaments.

4. Matching grants may not be utilized to fund or become personal compensation or property of any person involved in any organization to which the grant is provided;
5. Matching grants shall not be granted for the economic benefit of any individual;
6. Priority will be given to organizations that apply for grants no later than the first day of March of each calendar year to facilitate timely consideration for funding in the upcoming fiscal year budget;
7. The annual appropriation for matching grants may not exceed 0.25% of the estimated Ad Valorem tax levied in the annual budget;
8. The grant organization receiving the grants shall be required to submit documentation substantiating that the grant funds were utilized for their intended purpose.
9. This Resolution and the policy described herein create no legal right of any person or organization to receive City funds, or any other right, and shall not limit the full discretion of the City with respect to using, raising, granting, or budgeting City funds or in any other respect.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. Conflicts. In the event of a conflict or conflicts between this Resolution and any other resolution, this Resolution controls to the extent of the conflict.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon adopting by the City Council of the City of DeBary, Florida.

ADOPTED this _____ day of _____, 2020, by the City Council of the City of DeBary, Florida.

**CITY COUNCIL
CITY OF DEBARY**

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

Date



City Council Meeting City of DeBary AGENDA ITEM

Subject: Fort Florida Road & 17-92 Intersection Improvements	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
From: Roger Van Auker TOD & Economic Development Director	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
Meeting Hearing Date February 5 th , 2020	<input type="checkbox"/> Other

REQUEST

Approve Resolution 2020-03 designating a portion of City Property as part of the City's street system available for public right-of-way use subject to the City's superior jurisdiction, operation, control and maintain as a city street system.

Approve 2nd Amendment to Joint Marketing Agreement providing for the designation of 2693 square feet of the former Lake Villa site as public right-of-way.

PURPOSE

To provide sufficient right of way for the installation of utilities, stormwater infrastructure and turn lanes to be installed at the intersection of Fort Florida Road and 17-92.

CONSIDERATIONS

- In 2018 the City Council entered into an inter-local agreement with Volusia County to extend water and sewer infrastructure along Fort Florida Road and improve Fort Florida Road from 17-92 to Barwick.
- The City and County shared the design and permitting cost for this project 50/50.
- Volusia County has bid the utility work and selected their contractor to perform this work.
- The County is paying 100% of the costs to install the water and sewer infrastructure.
- As part of their proportionate fair share the developer of Rivington is paying for the roadway improvements from 17-92 to the RR Tracks.
- The improvements inclusive of utilities and turn lanes require additional right of way, The City of DeBary owns the land (former Lake Villa Site) adjacent to the section of Fort Florida Road that is being improved.

- This right of way designation is critical to the installation of utilities and overall improvement of this section of roadway.
- The lands owned by the City of DeBary as well as surrounding land will benefit from the Fort Florida Road and signalization improvements.

COST/FUNDING

The City already owns this land therefore document preparation and recording fees will be incurred.

RECOMMENDATION

It is recommended that the City Council: Approve Resolution 2020-03 and Approve the 2nd Amendment to the Joint Marketing Agreement.

IMPLEMENTATION

Execution of Resolution 2020-03

Execution of 2nd Amendment to Joint Marketing Agreement

ATTACHMENTS

Resolution 2020-03 complete with Sketch and description
2nd Amendment to Joint Marketing Agreement

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE CITY OF DEBARY, FLORIDA,
DESIGNATING A CERTAIN PARCEL OF LAND NORTH
OF FORT FLORIDA ROAD AS PART OF THE CITY
STREET SYSTEM FOR PUBLIC RIGHT-OF-WAY USE;
PROVIDING FOR RECORDING, CONFLICTS AND AN
EFFECTIVE DATE.**

WHEREAS, the City of DeBary (the “City”) is the fee simple owner of certain property located north of Fort Florida Road and east of U. S. Highway 17-92 (hereinafter the “City Property”);

WHEREAS, the City desires to designate a portion of the City Property more particularly described on the attached Exhibit “A” (hereinafter the “Roadway Parcel”) as part of the City’s street system available for public right-of-way use subject to the City’s superior jurisdiction, operation, control, regulation and maintenance; and

WHEREAS, the City has home rule authority and has Constitutional and statutory jurisdiction to operate, regulate, control and maintain a city street system.

NOW, THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF DEBARY, FLORIDA:

SECTION 1: Recitals. The above recitals are true and correct and constitute findings of the City Council.

SECTION 2: Designation of Roadway Parcel. The Roadway Parcel is hereby designated as part of the City’s street system (a/k/a municipal road system) as a public right-of-way subject to the City’s superior jurisdiction, operation, control, regulation and maintenance.

SECTION 3: Recording. After its adoption, the City Clerk shall record this Resolution in the Public Records of Volusia County, Florida.

SECTION 4: Conflicts. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION V: Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the City Council of the City of DeBary, Florida, held on this ____ day of _____, 2020.

Mayor Karen Chasez

ATTESTED:

City Clerk Annette Hatch

EXHIBIT "A"

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
4. BEARINGS ARE BASED ON THE NORTH R/W LINE FOR FORT FLORIDA ROAD ASSUMED AS BEING N.89°13'33"W. PER R/W MAPS AND PREVIOUS SURVEYS.

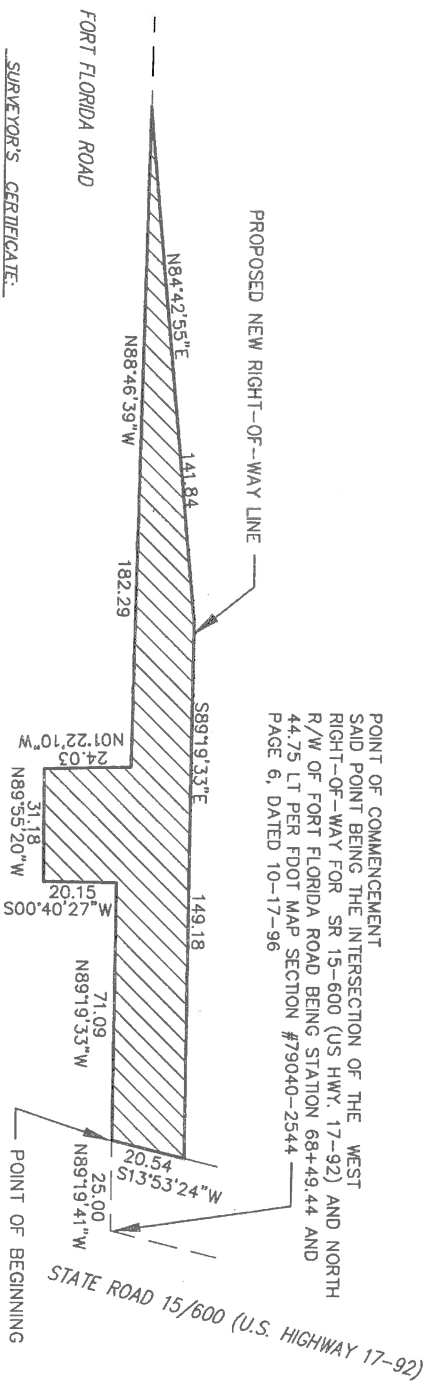
" SKETCH OF DESCRIPTION "

"REAL PROPERTY DESCRIPTION FOR ADDITIONAL RIGHT-OF-WAY"

ADDITIONAL RIGHT-OF-WAY FOR FORT FLORIDA ROAD BEING A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST LYING IN VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR STATE ROAD 15-600 (US HWY. 17-92) AND NORTH R/W OF FORT FLORIDA ROAD BEING STATION 68+49.44 AND 44.75 LEFT PER FDOT MAP SECTION #79040-2544 PAGE 6, DATED 10-17-96; THENCE RUN NORTH 89°19'41"W, ALONG SAID NORTH R/W OF FORT FLORIDA ROAD 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°19'33"E, 71.09 FEET; THENCE RUN S.00°40'27"W, 20.15 FEET; THENCE RUN N.89°55'20"W, 31.18 FEET; THENCE RUN N.01°22'10"W, 24.03 FEET; THENCE RUN N.89°46'39"W, 182.29 FEET; THENCE RUN N.84°42'55"E, 141.84 FEET; THENCE RUN S.89°19'33"E, 149.18 FEET; THENCE RUN S.13°53'24"W, 20.54 FEET TO THE POINT OF BEGINNING. CONTAINING 2693 SQUARE FEET MORE OR LESS.

PROPOSED NEW RIGHT-OF-WAY LINE



POINT OF COMMENCEMENT
SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR SR 15-600 (US HWY. 17-92) AND NORTH R/W OF FORT FLORIDA ROAD BEING STATION 68+49.44 AND 44.75 LT PER FDOT MAP SECTION #79040-2544 PAGE 6, DATED 10-17-96

POINT OF BEGINNING

STATE ROAD 15/600 (U.S. HIGHWAY 17-92)

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CLIENT: CITY OF DEBARY
JOB NUMBER: 18-125
CADD DWG. FILE: 18-125

CERTIFIED TO:

CITY OF DEBARY

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5907

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	1/23/20

SCOTT'S SURVEYING SERVICES, INC.

LB # 7442

8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA

PH. (386) 668-7332 FAX 668-7337

**SECOND AMENDMENT TO
JOINT MARKETING AGREEMENT**

THIS SECOND AMENDMENT TO JOINT MARKETING AGREEMENT

(hereinafter “Second Amendment”) is made and entered into effective the ____ day of _____, 2020 (hereinafter the “Effective Date”) by and between the CITY OF DEBARY, a Florida municipal corporation, (hereinafter the “City”), DEBARY CENTRAL LLC, a Florida limited liability company (hereinafter “DCL”), STEPHANIE M. MILLER, TRUSTEE OF THE MILLER LAND TRUST AGREEMENT dated December 17, 2009 (hereinafter “Miller”) and RAY SANDS and FRANK SLABODNIK (hereinafter collectively “S &S”). The above referenced parties are hereinafter collectively referred to as the “Parties”.

WHEREAS, on or about September 7, 2019, the Parties entered into that certain Joint Marketing Agreement (hereinafter the “Agreement”) that is recorded in Official Records Book 7764, Page 573, Public Records of Volusia County, Florida.

WHEREAS, the City owns property that is subject to the Agreement, a portion of which is more particularly described on the attached Exhibit “A” (hereinafter the “Roadway Strip”)

WHEREAS, pursuant to Section 4a of the Agreement, the Parties agreed not to record any declaration or agreement relating to their respective properties.

WHEREAS, in order to complete certain road improvements to Fort Florida Road including adding a turn lane and utilities, it is necessary for the City to adopt and record a resolution designating the Roadway Strip as part of the City’s road system.

WHEREAS, the completion of the above described road improvements to Fort Florida Road will benefit the property of all the Parties.

WHEREAS, the Parties wish to amend the Agreement to authorize the City to adopt and record a resolution designating the Roadway Strip as part of the City's road system.

WHEREAS, such amendment is authorized pursuant to Section 13 of the Agreement.

NOW, THEREFORE, pursuant to the authority set forth in Section 13 of the Agreement, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Designation of Roadway Strip.** The Agreement is amended such that the City is authorized to adopt and record a resolution designating the Roadway Strip as part of the City's road system.

3. **Counterparts.** The Second Amendment and any future amendments may be executed in counterparts, all of which executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

4. **Facsimiles/Emails.** The Parties may deliver this Second Amendment and any further amendments and all documents executed in connection therewith, electronically via facsimile or email.

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year first above written.

{SIGNATURES ON FOLLOWING PAGES}

CITY OF DEBARY, a
Florida municipal corporation

By: _____
Karen Chasez
Mayor

DEBARY CENTRAL LLC, a
Florida limited liability company

By: EQUITITEC GROUP, LLC,
a Florida limited liability company
Its Manager

By: Index, LLC
a Florida limited liability
company
Its Manager

By: _____
Regan B. Bloss
Manager

STEPHANIE M. MILLER, as Trustee of the
Miller Land Trust Agreement dated
December 17, 2009

RAY SANDS

FRANK SLABODNIK

Exhibit "A"

" SKETCH OF DESCRIPTION "

"REAL PROPERTY DESCRIPTION FOR ADDITIONAL RIGHT-OF-WAY"

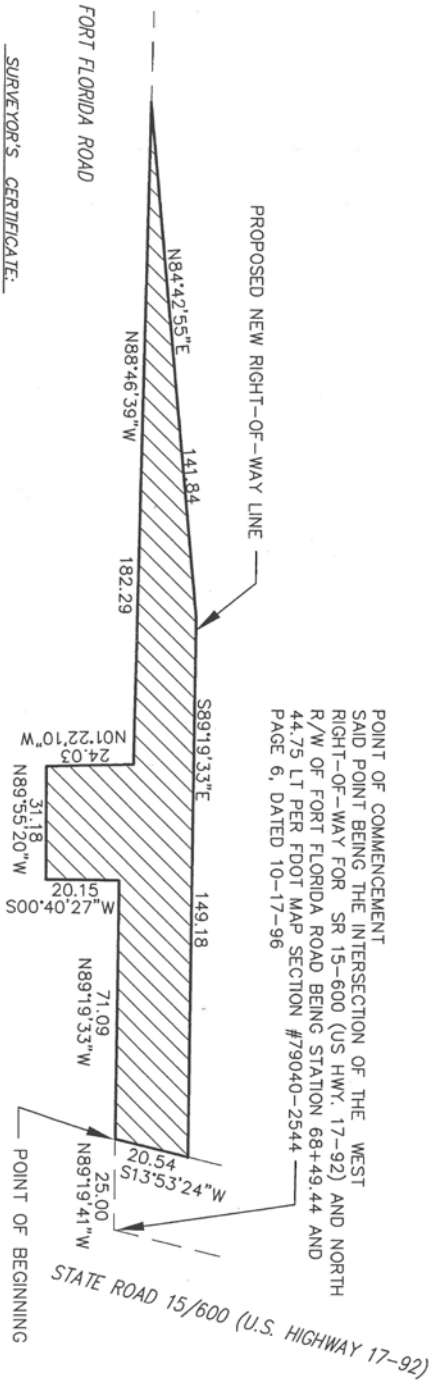
ADDITIONAL RIGHT-OF-WAY FOR FORT FLORIDA ROAD BEING A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST LYING IN VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR STATE ROAD 15-600 (US HWY. 17-92) AND NORTH R/W OF FORT FLORIDA ROAD BEING STATION 68+49.44 AND 44.75 LEFT PER FDOT MAP SECTION #79040-2544 PAGE 6, DATED 10-17-96; THENCE RUN NORTH 89°19'41"W, ALONG SAID NORTH R/W OF FORT FLORIDA ROAD 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°19'33"E, 71.09 FEET; THENCE RUN S.00°40'27"W, 20.15 FEET; THENCE RUN N.89°55'20"W, 31.18 FEET; THENCE RUN N.01°22'10"W, 24.03 FEET; THENCE RUN N.88°46'39"W, 182.29 FEET; THENCE RUN N.84°42'55"E, 141.84 FEET; THENCE RUN S.89°19'33"E, 149.18 FEET; THENCE RUN S.13°53'24"W, 20.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2693 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE "REAL PROPERTY DESCRIPTION" SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OTHER THAN SHOWN.
4. BEARINGS ARE BASED ON THE NORTH R/W LINE FOR FORT FLORIDA ROAD ASSUMED AS BEING N.89°19'33"W, PER R/W MAPS AND PREVIOUS SURVEYS.

PROPOSED NEW RIGHT-OF-WAY LINE



POINT OF COMMENCEMENT SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY FOR SR 15-600 (US HWY. 17-92) AND NORTH R/W OF FORT FLORIDA ROAD BEING STATION 68+49.44 AND 44.75 LT PER FDOT MAP SECTION #79040-2544 PAGE 6, DATED 10-17-96

POINT OF BEGINNING

THIS IS TO CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

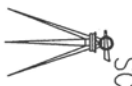
SURVEYOR'S CERTIFICATE:

CLIENT: CITY OF DEBARY
JOB NUMBER: 18-125
CADD DWG. FILE: 18-125

CERTIFIED TO:
CITY OF DEBARY

SCOTT BECHIR, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5807

COMMENTS	FIELD	DATE	OFFICE	DATE
SKETCH OF DESCRIPTION	NA	NA	S.R.B.	1/23/20


SCOTT'S SURVEYING SERVICES, INC.
 LB # 7442
 8 S. HWY. 17-92, SUITE 8-A
 DEBARY, FLORIDA
 PH. (386) 668-7332 FAX 668-7337



City Council Meeting City of DeBary AGENDA ITEM

Subject: DeBary Babe Ruth Agreement Renewal	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 2/5/20	

REQUEST

The Parks and Recreation Department is requesting City Council approval to renew the DeBary Babe Ruth Agreement. The new agreement will be for a term of one year with two annual renewals.

PURPOSE

Approval is needed at this time to ensure we can start the Spring 2020 season on time. The City has had a long standing positive relationship with DeBary Babe Ruth and hope to continue our successes moving forward. DeBary Babe Ruth serves thousands of families annually through their baseball and softball programs. They have given back to the City through volunteerism and assisting with capital projects at Rob Sullivan Park and Bill Keller Park.

CONSIDERATIONS

DeBary Babe Ruth has two seasons annually and has been on agreement with the City in good standing for several years. There have been some minor changes to the 2020 agreement which are outlined below:

- Item #1 was expanded to include the official start and end of each season where field use is provided. It was also added to allow DeBary Babe Ruth two baseball, softball, or kickball tournaments a year for fundraising purposes only.
- Item #2 was updated to reflect two additional one year renewals.
- Item #8 was added to provide guidelines for Babe Ruth's responsibility for Sunday field usage.

COST/FUNDING

There are no direct costs for DeBary Babe Ruth. Indirect maintenance costs, including daily maintenance of the fields, are absorbed in the approved Parks and Recreation Department budget.

RECOMMENDATION

It is recommended City Council approve the 2020 DeBary Babe Ruth Agreement.

IMPLEMENTATION

The 2020 agreement will be effective March 1, 2020 following the official start of the season at Opening Day Ceremonies on February 22, 2020.

ATTACHMENTS

- ATTACHMENT A DeBary Babe Ruth Contract 2020
- ATTACHMENT B Babe Ruth Budget 2020
- ATTACHMENT C DeBary Babe Ruth Tax Exempt Certificate
- ATTACHMENT D PL Fiscal Year 2019
- ATTACHMENT E Player and Field Usage 2019-2020
- ATTACHMENT F Babe Ruth Statement of Goals 2020
- ATTACHMENT G Volunteer Hours Value per Season
- ATTACHMENT H WVAC 2019-2020 Board Member Positions
- ATTACHMENT I Babe Ruth Yearly Schedule 2020
- ATTACHMENT J DeBary Babe Ruth Capital Improvements

Facility Use Agreement
DeBary Babe Ruth and the City of DeBary

WHEREAS, the City of DeBary (“City”) is agreeable to allowing the West Volusia Athletic Club, Inc. d/b/a DeBary Babe Ruth (“League”) use of said facilities on park property owned or leased by the City; and

WHEREAS, it is desirable that the respective duties and responsibilities of the parties be set forth in a written agreement (the “Agreement” or the “Contract”); and

WHEREAS, both parties hereto agree that the services and instruction rendered by the League and the land provided by the City are for the good and betterment of the community and in the best interest of the public;

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

WITNESSETH:

1. For and in consideration of the covenants herein contained, the City does hereby agree to the use of certain City recreation facilities by the League as described herein, to wit: Rob Sullivan Community Park ball fields #1, 2, and 3 and Bill Keller Park ball fields #1, 2, and 3; and as future and post-season League use dictates (the “Premises” or “Fields” or “Parks”). The League must supply the City with any League use requests a minimum of two weeks in advance to confirm date, time, availability, and location of needs. Fields will be provided starting with the Skills Assessments each season and ending with Closing Day Ceremonies as well as provided for Summer All Stars as needed. If available, the League may use the Fields twice annually for kickball, baseball, or softball tournaments or clinics for fundraising purposes upon the agreement of the City.
2. This Agreement shall be a one-year contract with two (2) additional one-year renewals conditioned upon the mutual consent of the parties and the parties’ compliance with the renewal terms set forth herein. The term of this Agreement is for the one-year period beginning on March 1, 2020, and shall be subject to written requested renewal by exchange of written notice between the parties as set forth herein. Notwithstanding the preceding, either party may cancel this Agreement at will and in its sole discretion upon thirty (30) days written notice to the other party. Renewal of this Agreement shall be expressly conditioned upon the following terms:
 - A. That both parties shall be willing to renew the Agreement.
 - B. That a request for renewal shall be made in writing by the League in December of each year.
 - C. The League shall furnish the following information:

- (1) A financial report covering the prior period of the Agreement, indicating the complete expenditures of the League.
 - (2) A statement relative to the goals set for the coming year and how they are proposed to be accomplished.
3. The League agrees to and will at all times indemnify, save and hold harmless the City, its elected and appointed officials, officers, agents, and employees from and against all liability, claims, demands, damages and costs of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of injury to or death of the League's employees, agents, invitees, guests, members, and youth players, and damage to any and all property, including loss of use thereof, resulting from or in connection with activities or use of the above facilities by the League, its agents, servants, employees, volunteers, members, guests, invitees or youth players, or resulting from the negligence, intentional torts, and criminal actions of the League, its agents, servants, employees, volunteers, members, guests, invitees and youth players. The League and the City acknowledge and agree that the League is solely responsible for the reasonable supervision, control, protection and safety of the League's agents, servants, employees, volunteers, members, guests, invitees and youth players. The League shall upon request from the City, defend and satisfy any and all suits arising from the League's use of the Premises. This paragraph and all indemnification and hold harmless provisions of this Agreement shall survive the termination and expiration of this Agreement. Further, nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in the constitution and the laws of the state of Florida, including without limitation, section 768.28, Florida Statutes.
4. The City agrees to:
 - A. Maintain the playing fields in accordance with the standards deemed appropriate by the City to include, but not limited to, mowing. Any other requests or instructions must be submitted in writing by the League and approved by the City.
 - B. Also provide:
 - (1) Maintenance of water fountains.
 - (2) Preventative maintenance and management of turf grass within areas specified for use.
 - (3) Access to field tools and other tools as required providing field lining.
 - (4) One set of bases per field (League will provide extra sets).
 - (5) Maintenance of electrical scoreboards and field lighting.
 - (6) Preventative maintenance of bleachers and fencing.
 - C. Provide extra clay on-site at all times for minor field repairs.
 - D. Assume payment of all utilities, except for natural gas – which the League will provide at its expense. The City reserves the right to issue guidelines to the League and others concerning the usage of lighted areas.
 - E. Provide trash receptacles and payment for trash removal.

5. The League agrees that during its season it will:
- A. Coordinate the League activities and provide all staff or volunteers essential for operating such a program.
 - B. Maintain the grounds outside and inside of the playing area free of paper, litter, and debris accruing from the operation of any concession stand and League activities. This includes the field and bleacher areas.
 - C. Assist in keeping restrooms/grounds clean during games and checking restrooms during use of the facilities. Will also make a final clean up prior to leaving at day's end. Agrees to install supplies (provided by the City) for restroom facilities and keep facilities clean as a backup function only when City maintenance is unavailable.
 - D. Maintain concession facilities in accordance with specifications established by the State Sanitary Code.
 - E. Provide all equipment associated for said activity, i.e., balls, scorebooks, player equipment, etc.
 - F. The League representative shall assume responsibility for making the decision of field playability when City staff is not available. If damage to the field shall result from the use of the fields as determined by the Parks Superintendent or his/her designee, following the League representative's decision, the League shall be financially responsible for the repair of the field.
 - G. Shall not add any materials to the playing field without the consent of the City. (Clay may be added for minor repairs. Drying agent "Turface" may be added at the rate of one bag per wet area).
 - H. Obtain the written prior approval of the City before physical improvements or additions are made to any facilities in the Parks. Unapproved contested work done to the facilities will require restoration back to original condition of the parks by the League at its expense.
 - I. Not make any irrigation control adjustments except in the case where irrigation is directly interfering with a League activity in progress. At such time, the controller will be turned off and the Parks Superintendent notified no later than the next business day. Furthermore the City, in cooperation with the St John's River Water Management District has established very stringent and precise water usage regulations. Failure to comply will result in violations and fines to the guilty party.
 - J. Report damage, vandalism, problems, and safety hazards to the City immediately.
 - K. Provide one individual to act as the League representative and liaison between

the League and the City.

- L. Maintain control of coaches, officials, participants and spectators, and ask rule violators to leave the parks or contact appropriate law enforcement agency as necessary. The League agrees to have a League official on park grounds during all games to enforce League and park rules.
- M. Refrain from abusing the electrical or lighting system. (i.e., Provide adequate notice to the City so that actual play schedule coincides with automatic lighting schedule.)
- N. Provide the City with a complete list (including names, addresses and phone numbers) of all League Board members, volunteers, and coaches. The League will provide a written statement listing the total number of participants that are City residents and non-residents.
- O. Provide the City with a copy of the League rules, regulations, charter, guidelines and organizational chart.
- P. Report all accidents or injuries to coaches, players, spectators, visitors and participants within 48 hours, by telephone and with a follow up written report.
- Q. Provide the City with details of registration information (dates, times, locations, costs, etc.).
- R. Provide training to League officials, coaches, volunteers, as to the proper techniques and use of maintenance equipment (tools, rakes, etc.) prior to use.
- S. Return equipment to its original condition prior to storing.
- T. The City will issue any necessary codes/combinations/ and or keys to be used by the League board members and team managers. These items are not to be duplicated or shared outside of the League needs.
- U. Operate concession facilities during non-League related sports activities and/or special events. If the League cannot operate concessions during these pre-determined dates the City reserves the right to operate and/or assign this service to outside vendors.
- V. Provide the City for approval, a copy of schedules for desired space needs (before each season begins) to include any Park area described in this Agreement. The preseason schedule and each subsequent schedule should be provided to the City a minimum of two weeks in advance.
- W. Provide for natural gas to operate the facilities at the League's expense.
- X. The League will provide batters' boxes and base lines prior to scheduled games with equipment and materials provided by the City.

- Y. Provide monthly reports to the City Parks and Recreation Director detailing the number of games played, the number of injuries and type of injuries sustained by anyone participating in or attending a League event on or at the facilities, and the number of attendees of the League's events occurring at the facilities, including League employees, players and volunteers.
 - Z. The League will prominently display "DeBary Babe Ruth" on all advertising, marketing, and league apparel starting the 2015 Fall Season and moving forward.
6. During the primary spring season starting in March of each year, the League shall have the use of the above referenced facilities. This usage to be determined by the League submitting to the City, for City approval, a schedule of practices, games, and special events on or before two weeks prior to the commencement of the League's spring and fall seasons. If the League desires to make a change to the approved schedule submitted to the City, the League shall request in writing such change from the City Parks and Recreation Director at least twenty-four (24) hours in advance of the unscheduled day the League desires to utilize the facilities or the scheduled day the League desires to not utilize the facilities, or whichever day occurs first in the event of rescheduling from a scheduled day to an unscheduled day. The City Parks and Recreation Director, in his or her sole discretion, shall have the right to grant or deny the League's request for a schedule change. If the League fails to use the facilities on a day listed on the approved schedule, the League will be charged a penalty of twenty-five dollars (\$25.00) per occurrence, unless the League submitted a proper and timely request for a schedule change and City Parks and Recreation Director approved such change in the League's schedule. The League shall release use of the facilities at times when they are not scheduled, or when they are required for use by the City for purposes of maintenance or use by others, including but not limited to weekday light hours when public school is in session. At all other times, scheduling of all facilities is at the sole discretion of the City. The League acknowledges and agrees that there may be times when the City will need to utilize the facilities, or otherwise deny the League's use of the facilities on its scheduled day(s), due to an emergency or any other important event that may occur which the City determines in its sole discretion, requires the City to deny the League use of the facilities. In the event the City denies the League's use of the facilities on an approved schedule day(s), the League shall release use of the facilities immediately upon notice to the League by the City. Throughout the year, no other entity shall use the League's equipment or fixtures supplied by the League without its express permission. The League must contact the City at least two (2) weeks in advance for scheduling of post season or all-star competition.
7. During the secondary fall season starting in September of each year, the League and the City will negotiate and mutually agree upon field usage that will not interfere with existing or future City sponsored programs. Excluding the scheduling section of this document, all other agreements and covenants will remain in effect during the secondary season. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facilities by members of the League and the League agrees to keep said Premises and the buildings thereon in a sanitary and clean condition, and keep the Premises in as good condition as it is now,

ordinary wear, tear and damage by the elements excepted. The City shall inspect the facility regularly and the City's determination as to the condition of the facility will be final. The League also agrees to enforce the City Park rules posted at each facility.

8. The League at its own cost and expense will be responsible for field prep and maintenance if scheduled games take place on a Sunday during the approved season dates. If this is not possible for the League they may elect to not have any maintenance coverage but will be subject to subsequent field conditions. The league agrees to designate approved personnel prior to the season to be responsible for City field maintenance and maintenance equipment. Approved league maintenance designee's must complete a training provided by City staff and complete maintenance logs for the duration of the season. The League will be responsible for any damage to the maintenance equipment or the field that occurs while maintaining the fields for Sunday games. The League and any field maintenance designees must sign a separate waiver and hold harmless agreement to be provided by the City prior to each season upon completion of the field maintenance training by City staff. All signed weekly maintenance logs must be turned into the Parks Superintendent within one week of the final game of the season. No outside equipment may be used on the fields. Failure to comply with any of the above guidelines will result in loss of City maintenance equipment use as well as loss of Sunday field usage.
9. The League at its own cost and expense shall keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated "A", Class "X" or better by A.M. Best. The required insurance shall be evidenced by a certificate of insurance, which must be submitted to and approved by the City prior to the effective date of this Agreement.

The City of DeBary shall be named as an additional named insured under the policy, and the City shall be provided with a thirty-day (30) notice in the event of cancellation, non-renewal or adverse change to the policy.

The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence combined single limit to include:

- A. Premises - Operations
- B. Independent Contractors
- C. Products - Completed Operations
- D. Broad Form Contractual
- E. Personal Injury

Failure to comply with this requirement shall render this Agreement void at the election of the City except all indemnification and hold harmless provisions and provisions pertaining to the City's sovereign immunity protections shall survive.

10. In the event that the League operates a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, the League agrees to fully indemnify the City (in accordance with paragraph 3 herein) from any claim or cost

arising from the provision of such foodstuffs.

- 11. This Agreement may not be assigned or transferred in any manner by the League or the City and any such assignment or transfer is expressly prohibited.
- 12. This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 13. Any previously existing oral or written agreements shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect whatsoever.
- 14. No modifications, amendments, or alterations in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties.
- 15. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. Any and all legal action arising out of this Agreement will have its exclusive venue in a court of appropriate and proper jurisdiction in Volusia County, Florida.
- 16. If any terms or provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2020.

Date: _____

Date: _____

BY:

Tommy Grimm, President
West Volusia Athletic Club, Inc.
d/b/a DeBary Babe Ruth

Witness
West Volusia Athletic Club, Inc.
d/b/a DeBary Babe Ruth
Print Name: _____

Date: _____

BY:

Mayor
City of DeBary

DeBary Babe Ruth Budget

Income

All Star Fees	\$ 13,505.00
All Star Parent Shirts	\$ 1,012.00
Concessions	\$ 11,805.00
Umpires	\$ 5,780.00
Opening Day	\$ 7,312.00
Parent Shirts	\$ 1,491.36
Pictures	\$ 1,100.00
Registration Fall	\$ 47,101.00
Registration Spring	\$ 53,100.00
Sponsors	\$ 21,050.00
Xtreme Fee	\$ 20,450.00
Total Program Income	\$ 183,706.36
Cost of Goods	\$ 12,750.00
Gross Profit	\$ 170,956.36

Expense

Concessions	\$ 26.34
Outside Contract Services	\$ 9,765.00
Pest Control	\$ 428.00
All Star Uniforms	\$ 15,910.00
Fall Uniforms	\$ 16,739.02
Spring Uniforms	\$ 22,358.00
Capital Improvements City Fields	\$ 5,000.00
Xtreme Uniforms	\$ 6,350.00
Bank Charges	\$ 220.00
Subscriptions	\$ 54.00
Charter/Insurance	\$ 11,100.00
Christmas Parade	\$ 885.00
Computers/Internet	\$ 99.00
Equipment	\$ 9,750.00
License/Fees	\$ 66.00
Opening Day	\$ 2,200.00
PO BOX	\$ 131.00
Printing/Copying	\$ 625.00
Supplies	\$ 325.00
Tournament Fees	\$ 12,500.00
Trophies	\$ 8,800.00
Umpires	\$ 47,625.00
	\$ 170,956.36

Net Profit \$ -



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017074809C-1	08/17/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEST VOLUSIA ATHLETIC CLUB INC
200 W HIGHBANKS RD
DEBARY FL 32713

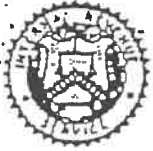
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON 25, D. C.

IN REPLY REFER TO
T:R:EO :1
JTG

DEC 16 1959

Babe Ruth League, Inc. (formerly Little
Piggy League, Inc.)
c/o Joseph W. Cookson, Secretary
524 $\frac{1}{2}$ Hamilton Avenue
Tranton 9, New Jersey

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for educational purposes.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

You are required, however, to file an information return, Form 990A, annually, with the District Director of Internal Revenue for your district so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Bequests, legacies, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

Babe Ruth League, Inc. (formerly Little -2-
Bigger League, Inc.)

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

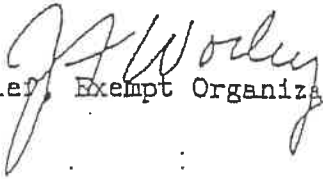
Failure to file the required information return or to otherwise comply with the provisions of section 6033 of the Code and regulations applicable thereto may result in the termination of your exempt status.

Any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provisions of the 1939 Code.

The District Director of Internal Revenue for your district is being advised of this action.

This ruling letter affirms our earlier ruling of July 21, 1953, which granted you an exempt status under section 101(c)(6) of the Internal Revenue Code of 1939.

Very truly yours,


Chief, Exempt Organizations Branch

West Volusia Athletic Club - DeBary Babe Ruth

Profit & Loss

01/21/20

October 2018 through September 2019

Accrual Basis

	<u>Oct '18 - Sep 19</u>
Ordinary Income/Expense	
Income	
Program Income	182,552.92
Total Income	182,552.92
Cost of Goods Sold	3,951.40
Gross Profit	178,601.52
Expense	
Contract Services	13,253.80
Facilities and Equipment	75,263.86
Operations	99,042.78
Travel and Meetings	1,516.58
Total Expense	189,077.02
Net Ordinary Income	-10,475.50
Net Income	<u><u>-10,475.50</u></u>

WVAC/DeBary Babe Ruth Historical and Projected Data

2020 Projected Players WVAC/DeBary Babe Ruth

	League	Tournament		
Jan	399	132	531	Registration, Clinics, and Xtreme
Feb	577	172	749	Practicing and Xtreme
Mar	581	175	756	Playing Games and Practicing
Apr	591	180	771	Playing Games and Practicing
May	321	182	503	Playing Games and Practicing
Jun	160	342	502	All Star Teams
Jul	64	132	196	Remaining All Star Teams
Aug	20	128	148	Remaining All Star Teams
Sep	513	175	688	Registration, Clinics, and Xtreme
Oct	545	180	725	Playing Games and Practicing
Nov	555	181	736	Playing Games and Practicing
Dec	0	158	158	Off Season
		Total:	6463	

2019 Field Usage WVAC/DeBary Babe Ruth

	Days/Month	Field Slots		
Jan	10	3	30	Evals/clinics/practice
Feb	25	6	150	Playing Games and Practicing
Mar	25	6	150	Playing Games and Practicing
Apr	25	6	150	Playing Games and Practicing
May	25	6	150	Playing Games and Practicing
Jun	25	7	175	All Star Teams and Tournaments
Jul	25	3	75	All Star Teams and Tournaments
Aug	15	2	30	All Star Teams and Tournaments
Sep	10	3	30	Evals and Xtreme Games
Oct	25	6	150	Playing Games and Practicing
Nov	25	6	150	Playing Games and Practicing
Dec	2	3	6	Xtreme Games
		Total Field Days:	1246	

2020 Projected Usage WVAC/DeBary Babe Ruth

	Days/Month	Fields		
Jan	10	3	30	Evals, Clinics, Xtreme
Feb	25	6	150	Playing Games and Practicing
Mar	25	6	150	Playing Games and Practicing
Apr	25	6	150	Playing Games and Practicing
May	25	6	150	Playing Games and Practicing
Jun	25	7	175	All Star Teams and Tournaments
Jul	25	3	75	All Star Teams and Tournaments
Aug	15	2	30	All Star Teams and Tournaments
Sep	10	3	30	Evals, Clinics, Xtreme
Oct	25	6	150	Playing Games and Practicing
Nov	25	6	150	Playing Games and Practicing
Dec	2	3	6	Xtreme
Total Field Days:			1246	

Slot Usage Anticipated 2020 Spring

	Days	Nights
Jan		7
Feb	28	78
Mar	38	93
Apr	38	93
May	38	93
Jun	18	93
Jul	5	12
	165	469

Zipcode Breakdown (Anticipated percentages same)

32713	248
32720	22
32724	31

32725	73
32738	71
32763	73
Other/Misc	5
Total:	523

Statement of Goals

To provide a World Series caliber program where everyone can play.

1. New Concession stand Sullivan
2. Install New Scoreboards All Fields
3. Keller Heat Absorbing Roofs for Dugouts
4. Install WiFi at the parks
5. Convert fields 4/5 to playable fields
6. Field 2 Sullivan Dugouts Fenced
7. Install another Batting Cage each Park
8. Install new lights on fields
9. All Fields Bull Pens
10. Host World Series Qualifying Tournament for softball
11. Host District and State Championships for Baseball

How to be accomplished

1. Provide top notch training for our coaches and managers
2. Provide varying skill level opportunities for all players of all skill levels to play
3. Work closely with the city to coordinate efforts
4. Work closely with Babe Ruth Officials to coordinate tournaments.
5. Develop long term sponsorship relationships to cover costs.

WVAC

DeBary
Babe Ruth

Volunteer Hours Analysis

Board of Directors						
Qty	Desc.	Total Meetings/YR	Hours/Meeting	Total Hours/Year	Cost/Hour	Total Investment
20	Directors	16	4	1280	25	\$ 32,000.00

Coaches/Managers Spring Season League Teams							
Evaluations							
Teams	Coaches/Team	Total Coaches	Evaluation Hours	Total Evaluations	Cost/Hour	Total Investment	
50	4	200	5	1000	25	\$ 25,000.00	
Games							
Teams	Coaches/Team	Total Coaches	Games/Season	Hours/Game	Coach Hours Games	Cost/Hour	Total Investment
50	4	200	25	4	20000	25	\$ 500,000.00
1 Hour Warm Up/1 hour planning, draft/2 Hours Game							
Practices							
Teams	Coaches/Team	Total Coaches	Practices/Season	Hours/Practice	Coach Hours Games	Cost/Hour	Total Investment
50	4	200	20	3	12000	25	\$ 300,000.00
1 Hour Warm Up/planning, 2 hours practicing							

Xtreme Spring Teams							
Evaluations							
Teams	Coaches/Team	Total Coaches	Evaluation Hours	Total Evaluations	Cost/Hour	Total Investment	
10	4	40	5	200	25	\$ 5,000.00	
Games							
Teams	Coaches/Team	Total Coaches	Games/Season	Hours/Game	Coach Hours Games	Cost/Hour	Total Investment
10	4	40	40	4	6400	25	\$ 160,000.00
1 Hour Warm Up/1 hour planning, draft/2 Hours Game							
Practices							
Teams	Coaches/Team	Total Coaches	Practices/Season	Hours/Practice	Coach Hours Games	Cost/Hour	Total Investment
10	4	40	20	3	2400	25	\$ 60,000.00
1 Hour Warm Up/planning, 2 hours practicing							

All Star Teams							
Evaluations							
Teams	Coaches/Team	Total Coaches	Evaluation Hours	Total Evaluations	Cost/Hour	Total Investment	
15	4	60	5	300	25	\$ 7,500.00	
Games							
Teams	Coaches/Team	Total Coaches	Games/Season	Hours/Game	Coach Hours Games	Cost/Hour	Total Investment
15	4	60	20	4	4800	25	\$ 120,000.00
1 Hour Warm Up/1 hour planning, draft/2 Hours Game							
Practices							
Teams	Coaches/Team	Total Coaches	Practices/Season	Hours/Practice	Coach Hours Games	Cost/Hour	Total Investment
10	4	40	25	3	3000	25	\$ 75,000.00
1 Hour Warm Up/planning, 2 hours practicing							
Travel							
Teams	Volunteers/Team	Total Volunteers	Travel Times/Season	Hours/Travel Event	Coach Hours Games	Cost/Hour	Total Investment
15	10	150	4	60	36000	25	\$ 900,000.00
Travel Time/Travel Planning/Team Coordination/etc							
Fund Raising							
Teams	Volunteers/Team	Total Volunteers	Events/Season	Hours/Travel Event	Coach Hours Games	Cost/Hour	Total Investment
15	10	150	16	8	19200	25	\$ 480,000.00

Coaches/Managers Fall Season League Teams							
Evaluations							
Teams	Coaches/Team	Total Coaches	Evaluation Hours	Total Evaluations	Cost/Hour	Total Investment	
50	4	200	5	1000	25	\$ 25,000.00	
Games							
Teams	Coaches/Team	Total Coaches	Games/Season	Hours/Game	Coach Hours Games	Cost/Hour	Total Investment
50	4	200	25	4	20000	25	\$ 500,000.00
1 Hour Warm Up/1 hour planning, draft/2 Hours Game							
Practices							
Teams	Coaches/Team	Total Coaches	Practices/Season	Hours/Practice	Coach Hours Games	Cost/Hour	Total Investment
50	4	200	20	3	12000	25	\$ 300,000.00
1 Hour Warm Up/planning, 2 hours practicing							

Xtreme Fall Teams

Evaluations

Teams	Coaches/Team	Total Coaches	Evaluation Hours	Total Evaluations	Cost/Hour	Total Investment
10	4	40	5	200	25	\$ 5,000.00

Games

Teams	Coaches/Team	Total Coaches	Games/Season	Hours/Game	Coach Hours Games	Cost/Hour	Total Investment
10	4	40	40	4	6400	25	\$ 160,000.00

1 Hour Warm Up/1 hour planning, draft/2 Hours Game

Practices

Teams	Coaches/Team	Total Coaches	Practices/Season	Hours/Practice	Coach Hours Games	Cost/Hour	Total Investment
10	4	40	20	3	2400	25	\$ 60,000.00

1 Hour Warm Up/planning, 2 hours practicing

Other/Misc

	Total Hours/Event (Days)	Days (Events)/Season	Total Hours	Cost/Hour	Total Investment	Note
Concessions	5	84	420	25	\$ 10,500.00	
Opening Day	2	600	1200	25	\$ 30,000.00	parent/2 hr shift
Parade	4	20	80	25	\$ 2,000.00	
Uniforms/Distr.	12	14	168	25	\$ 4,200.00	
Sponsors	5	56	280	25	\$ 7,000.00	
Misc Scheduling/Admin	2	100	200	25	\$ 5,000.00	
Umpires	3	1988	5964	25	\$ 149,100.00	

Board:	\$	32,000.00
Spring Season:	\$	825,000.00
Spring Xtreme:	\$	225,000.00
All Star Teams:	\$	1,582,500.00
Fall Season:	\$	825,000.00
Fall Xtreme:	\$	225,000.00
Concessions:	\$	10,500.00
Opening Day:	\$	30,000.00
Parade:	\$	2,000.00
Uniforms:	\$	4,200.00
Sponsors:	\$	7,000.00
Misc/Scheduling/Admin:	\$	5,000.00
Umpires:	\$	149,100.00
Total:	\$	3,922,300.00

concessions
 opening day volunteers
 parade volunteers
 promotions/exposure
 Little League Museum
 Babe Ruth History forever
 Uniforms

Other Impacts

Economic Impact:	\$	1,500,000.00	
Publicity:	\$	250,000.00	Little League Museum/Babe Ruth Tournament Trails/Babe Ruth Walls of Fame
	\$	1,750,000.00	
Grand Total	\$	5,672,300.00	

WVAC Board Members 2019-2020

1. Tommy Grim-President
2. Rick McBride-League Administrator & Treasurer
3. Sarah Yockey-Vice President
4. Alan Gaul-Umpire in Chief & Senior Baseball Commissioner
5. John Alava-Media Relations/Social Media/Rookie Commissioner
6. Chris Siegel-Senior Softball Commissioner
7. Josh Clements-Safety Officer
8. Todd Kniebbe-Equipment Manager
9. Chris Tension- Junior Baseball Commissioner
10. Jim Montgomery-Secretary
11. Mary Tracey-Minor Baseball Commissioner
12. Mike LaCombe-IT Data Management
13. Josh Bucich – 10U/12U Softball Commissioner
14. Steve Siegel – Member at Large
15. Dan Booth – Tball Commissioner
16. Executive Committee-Tommy Grim, Sarah Yockey, Rick McBride, Chris Tenison, Alan Gaul

17. Coach's Committee-Sarah Yockey, Jim Montgomery, Rick McBride, Mike Lacombe, Brandie Scheu

18. Protest/Discipline Committee- Alan Gaul, Tommy Grim, Brandie Scheu, Mary Tracey, Jim Montgomery, and Commissioner of Division from team that files a protest

WVAC Game/Tournament Schedule

Registration - 1/7-1/18

Coach's Meeting: 1/20

Player Evaluations – 1//21-1/25

Practices Begin Mon 1/27

Opening Ceremonies 2/22

Games Begin Mon 2/23

Last Game Sat 5/16

All Stars Begin 5/17

Softball Showdown Schedule-DH Showdowns

2/16

3/1

3/15

3/29

4/19

5/3

5/17 Double Elimination Championship Tournament

Fall Bi-weekly starting 9/1

COBRA Baseball Dates:

2/23

3/8

3/22

4/5

4/19 and 4/26 Championship

Fall Bi-weekly starting 9/1

Slam Tournaments:

2/29 Weekend Baseball Slam

3/7 Weekend Softball Slam

National/State Tournament:

18U State Championship 6/25-6/28

Fall Season

8/31 Fall Season Begins

9/7-9/8 Softball Kickoff Slam

9/12-9/13 Baseball Kickoff Slam

11/14 Last games fall

6/14
12/19

Summer Kickball Tournament
Holiday Slam Kickball Tournament

DeBary Babe Ruth Capital Improvements

Installed Sullivan 2 Bullpen (2016)	\$6,000
Installed Sullivan 2 Cages (2014)	\$10,000
Installed Keller Cages (2011)	\$10,000
Installed Yellow Cap (2015)	\$2,500
Installed 6 Hit Down Stations Keller (2012)	\$6,000
Installed 6 Hit Down Stations Sullivan (2013)	\$6,000
Purchased L Screens all cages (2017)	\$2,000
Sullivan 3 Conversion Phase III (2019)	\$6,900
Sullivan 3 Conversion Phase II (2018)	\$6,500
Purchased Field L Screens (2019)	\$3,000
Purchased L Screens/Caddies (Keller Cages 2019)	\$2,400
Misc. (2010-2019)	\$1,500
Sullivan 3 Scoreboard (2017)	\$5,000
Total known Capital Improvements	\$67,800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Cheryl Pettibone PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No): 847-953-2873 E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
INSURED MEMBER NO: WEST VOLUSIA ATHLETIC CLUB BABE RUTH LEAGUE DBA: West Volusia Athletic Club, LLC 336 Hampton Hills Court DeBary, FL, 32713		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Nationwide Mutual Insurance Company 23787 INSURER B: Nationwide Life Insurance Company 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	RPG-307746-00	02/01/2020 12:01 AM	02/01/2021 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS-COMP/OP AGG	\$1,000,000
							PARTICIPANT LEGAL LIABILITY	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RPG-307746-00	02/01/2020 12:01 AM	02/01/2021 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB # OCCUR <input type="checkbox"/> EXCESS LIAB # CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT			BAX-307747-00	02/01/2020 12:01 AM	02/01/2021 12:01 AM	Excess Medical	\$250,000
							AD&D	\$ 15,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

Owner, manager or lessor of the premises where you conduct practices or games

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER CANCELLATION

City of DeBary 16 Colomba Road DeBary, FL 32713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Babe Ruth League, Inc.



Continuation of Charter



This is to Certify, that Babe Ruth League, Inc. hereby renews
WEST VOLUSIA ATHLETIC CLUB BABE RUTH LEAGUE

Cal Ripken Baseball
Babe Ruth Baseball
Babe Ruth Softball



as registered league(s) of Babe Ruth League, Inc.

IN WITNESS WHEREOF, Babe Ruth League, Inc., has caused this Certificate to be signed by its president, and its corporate seal to be affixed hereto, and attested by its secretary.



2020 Season

Steven M. Tellefont

.....
President

Joseph M. [Signature]

.....
Secretary