



## CITY COUNCIL MEETING

December 01, 2021 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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## AGENDA

### CALL TO ORDER

Invocation

Flag Salute

### ROLL CALL

**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.](#) Regular City Council Meeting October 6, 2021
- [2.](#) Regular City Council Meeting November 3, 2021

### PRESENTATIONS

Proclamation: Purple Heart City

Rafael Ramirez, Administrator, Halifax Health

### CONSENT AGENDA

- [3.](#) Staff is requesting City Council authorize an expenditure with Stevens and Stevens in an amount not to exceed \$38,000 for the purpose of performing digitizing services and providing storage of records for FY 2021-2022.
- [4.](#) The Parks and Recreation Department is requesting Council approve the attached Splash Pad Maintenance Agreement.
- [5.](#) City Manager is requesting City Council approve the Neel Schaffer, Inc., Task Order to perform the Lake Monitoring Program for FY 2021-22, in the amount of \$66,790.

### ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

### PUBLIC HEARINGS

- [6.](#) City Manager is requesting City Council approve the first reading of Ordinance No. 03-2022, amending the City Code to provide regulations with respect to camping in public spaces.
- [7.](#) City Manager is requesting City Council approve the first reading of Ordinance No. 04-2022, authorizing the operation of golf carts upon certain designated streets, roads and sidewalks with the City.

8. Staff is requesting City Council approve the second reading of Ordinance No. 13-2021, adopting a special assessment for a street lighting district for Unit 9A of the Riviera Bella Subdivision.

#### **NEW BUSINESS**

9. Staff is requesting City Council adopt Resolution No. 2022-03, providing support of the Trail Town Designation Application.
10. Staff is requesting City Council approve the employee health insurance plans as recommended by staff for plan year January 1, 2022 – December 31, 2022.

#### **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

##### Member Reports/ Communications

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

#### **DATE OF UPCOMING MEETING / WORKSHOP**

Special City Council Meeting December 15, 2021, 6:30 p.m.

Regular City Council Meeting January 5, 2022, 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

October 06, 2021 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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### MINUTES

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

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; Jason Schaitz, Parks & Recreation Director; Shari Simmans, Communications & Government Affairs Director; and, Annette Hatch, City Clerk.

**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.

Heidi Hilliard Natole addressed Council.

**APPROVAL OF MINUTES:** Motion by Council Member Stevenson to approve the minutes from the City Council Meeting September 1, 2021, Special City Council Meeting September 8, 2021, and Special City Council Meeting September 22, 2021. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

**ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA:** City Manager requested Item No. 4, amended fireworks services agreement with Xtreme FX, LLC., be pulled from the Consent Agenda in order to further discuss the item.

#### **PRESENTATIONS:**

Sid Vihlen, Jr., the City's Volusia Growth Management Commission (VGMC) representative, announced his re-election as Chair and briefly reviewed recent upgrades to the plan review process.

In recognition of their multiple Softball World Series Victories, the City presented The 2021 DeBary Babe Ruth 18 and Under Softball Team with a permanent sign to be displayed at Rob Sullivan Park.

## **CONSENT AGENDA**

The Parks and Recreation Department is requesting City Council approve the attached Amended Fireworks Services Agreement with Xtreme FX, LLC to conduct the fireworks show at the City's 4th of July event. This item was removed from the Consent Agenda.

The City Manager is requesting City Council approve the Neel-Schaffer, Inc. Task Order for Engineering Services for City Hall HVAC Construction Documents, Construction Administration, Bid Assistance and Technical Support.

Motion by Vice-Mayor Butlien to approve the Consent Agenda Item No. 5 (Neel-Schaffer, Inc. Task Order). Seconded by Council Member Pappalardo. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council approve the attached Amended Fireworks Services Agreement with Xtreme FX, LLC to conduct the fireworks show at the City's 4th of July event. Previously Item No. 4 under the Consent Agenda.

Staff updated Council on the increased cost of the fireworks from the vendor for the upcoming year. Additional quotes from various vendors were attempted, but none responded. City Manager requested the RFP process be waived for this item.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the amended fireworks services agreement with Xtreme FX, LLC., and waive the RFP process. Seconded by Council Member Pappalardo. Motion passed unanimously.

## **OLD BUSINESS:**

City Manager is requesting City Council to hear updates on, and discuss, the traffic strategy and issues at DeBary Elementary School.

City Manager presented an overview of the City's financial history and current status. He reviewed the City's long-standing issues with high density entitled properties and the School Board's review. A temporary solution to the traffic flow utilizing Rob Sullivan Park was presented and would be in place until upcoming construction is completed. Captain George Maddox, VCS, discussed the Sheriff's Office presence, safety issues, and the new traffic pattern direction.

Jane Boyer, Toni Jones, Danny Allen, Richard Coloni, Sharon King, Shannon Aagaard, and Marianne Ruggles addressed Council.

## **PUBLIC HEARINGS**

The applicant, Michael Loehlein, is requesting a variance from Land Development Code Section 5-62(j) in order to allow his R-3 zoned property to have an estate gate up to seven (7) feet in height.

Staff reviewed the request.

Michael Loehlein addressed Council.

Motion by Vice-Mayor Butlien to approve the variance request. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the second reading of Ordinance 10-2021, amending the Comprehensive Plan to add a Property Rights Element (Chapter) 13, in accordance with Florida Statute 163.3177(6)(i).

City Attorney read the Ordinance into the record.

Staff briefly reviewed the item and indicated the recommended wording discussed at the first reading had been added.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 10-2021. Seconded by Council Member Pappalardo. Motion passed unanimously.

## **NEW BUSINESS**

The City Manager is requesting City Council adopt Resolution No. 2021-25, authorizing the filing of the Volusia Forever Grant Application to acquire the St. Johns Riverbend South property.

City Attorney read the Resolution into the record.

Staff briefly outlined the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2021-25. Seconded by Council Member Stevenson. Motion passed unanimously.

The City Manager, based upon a request from City Council, is providing information for City Council discussion and guidance on panhandling and camping regulations in DeBary.

City Manager discussed the panhandling and camping situation in DeBary. He stated each issue should be identified separately as panhandling limitation can infringe on an individual's First Amendment rights, leading to potential lawsuits. He highly recommended enacting a City Ordinance to curtail the camping on public property, in addition to limiting panhandling.

Terri Hoag and Marianne Ruggles addressed Council.

City Attorney discussed the legal implications of each situation and made recommendations to Council regarding options.

Council Members stated their individual preferences for each of the issues. It was the consensus of Council for the City Manager and City Attorney to draft a strict camping ordinance for Council's consideration. It was the consensus of Council for the City Manager and City Attorney to draft an ordinance that addresses panhandling within Constitutional parameters.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Member Reports/ Communications

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

**DATE OF UPCOMING MEETING / WORKSHOP:** Special City Council Meeting October 20, 2021, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 9:43 p.m.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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**Karen Chasez, Mayor**

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**Annette Hatch, CMC, City Clerk**



## **CITY COUNCIL MEETING**

November 03, 2021 at 6:30 PM

**City Council Chambers, 16 Colomba Rd.**

**DeBary, Florida 32713**

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### **MINUTES**

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

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell 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; Shari Simmans, Communications & Government Affairs Director.

**COMMITTEE REPORTS:** None.

**PUBLIC PARTICIPATION FOR ANY ITEMS NOT ON THE AGENDA** (Citizen comments are limited to three (3) minutes per speaker. Speakers will be called when the item is introduced for discussion.)

Patrick Joyce and Bill Cary addressed Council.

**APPROVAL OF MINUTES:** None.

**ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA:** None.

#### **PRESENTATIONS:**

A. Girl Scouts #921 presented the City with an American Flag Retirement Box.

B. Citizen's Academy Graduation: The 2021 Citizen's Academy participants were introduced and presented with Certificates and City Pins.

C. Golf Cart Citizen's Advisory Committee: Eric Hill, Golf Cart Review Committee Chair, presented the Committee's Business Case for a City-wide golf cart ordinance.

#### **CONSENT AGENDA:**

City Manager requests City Council approval of Construction Administration and Inspection (CEI) Services Proposal from Neel-Schaffer, LLC., for the South Pine Meadow Road pipe replacement project in Glen Abbey.

City Manager requests City Council to approve the Fifth Amendment to Joint Marketing Agreement (JMA).

The Parks and Recreation Department is requesting Council approve the attached purchase for Holiday Light Displays from Christmas Done Bright for the amount of \$12,001.90.

The Parks and Recreation Department is requesting Council approve the attached Laser Show Quote in the amount of \$7,500 with Pangolin to conduct the laser light show at the City's Tree Lighting event.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Pappalardo. Motion passed unanimously.

**PUBLIC HEARINGS:**

A request to approve the first reading of Ordinance # 13-2021, adopting a special assessment for a street lighting district for Unit 9A of the Riviera Bella Subdivision.

City Attorney read the Ordinance into the record.

Staff briefly reviewed the request.

No one addressed Council.

Motion by Council Member Pappalardo to approve the first reading of Ordinance No. 13-2021. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

**GROWTH MANAGEMENT AND DEVELOPMENT:**

The applicant, JV5, Inc., is seeking Final Plat approval for DeBary Commons which consists of 2 lots.

Staff reviewed the request and the recommended conditions for approval.

No one addressed Council.

Motion by Council Member Pappalardo to approve the final plat with recommended staff conditions. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

Staff is requesting that City Council authorize the City Manager to execute the attached Kimley-Horn Scope to develop the City's GIS platform.

Staff reviewed the request and briefly reviewed the capabilities of the GIS platform.

No one addressed Council.

Motion by Council Member Stevenson to authorize the City Manager to execute the Kimley-Horn scope of services. Seconded by Council Member Sell. Motion passed unanimously.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

Staff requests the City Council to approve Resolution No. 2022-01 to establish the Auditor Selection Committee as required by Section 218.391, Florida Statutes, which will also serve as the Audit Committee.

City Attorney read the Resolution into the record.

Staff reviewed the requirements of the request, the composition of the committee, and a tentative schedule for the selection and audit.

City Manager recommended Elizabeth Vihlen, a DeBary resident with audit experience, as an addition to the Committee.



Motion by Council Member Pappalardo to approve Resolution No. 2022-01, establishing the Auditor Selection Committee. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

In the matter of the Auditor Selection Committee Members:

Motion by Council Member Pappalardo to appoint the Auditor Selection Committee of Mayor Chasez, Council Member Stevenson, and DeBary resident, Elizabeth Vihlen. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

**INFORMATIONAL ITEMS:** None.

**COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Board/Committee Appointments: None.

Member Reports/ Communications

A. Mayor and Council Members

B. City Manager: The City Manager requested and received Council consensus to amend the Volusia Sheriff's Office agreement to add an additional deputy dedicated to traffic enforcement in the City.

C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** Special City Council Meeting November 17, 2021, at 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 8:08 p.m.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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**Karen Chasez, Mayor**

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**Annette Hatch, CMC, City Clerk**



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

<b>Subject:</b> Digitizing and storage of records	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> December 1 <sup>st</sup> , 2021	

**REQUEST**

Authorize the expenditure with Stevens and Stevens in the amount not to exceed \$38,000 for the purpose of performing digitizing services and storage of records for FY2021-2022.

**PURPOSE**

To properly store records in an offsite facility. To digitize records that meet criteria to reduce paper records.

**CONSIDERATIONS**

Stevens and Stevens was approved by City Council on 12-4-2019 for digitizing of records. The City can continue to piggyback on State contract pricing. This is a multi-year project to complete the digital conversion of qualifying documents. To keep costs down, each year will be allocating budget to perform the digitization.

**COST/FUNDING**

This item is included in the FY 2021-2022 Annual Budget.

**RECOMMENDATION**

Approve expenditure of budgeted funds with Stevens and Stevens in the amount not to exceed \$38,000.

**IMPLEMENTATION**

Continue services on-going throughout the fiscal year.

**ATTACHMENTS**

Stevens and Stevens renewed five-year State Contract



**AMENDMENT NO.: 1**  
Contract Renewal  
Contract No.: 78131804-17-01  
Contract Name: Document Management Services

**This Amendment** ("Amendment"), effective as of August 22, 2021, to the Document Management Services Contract No. 78131804-17-01 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Stevens and Stevens Business Records Management, Inc., ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on August 22, 2016, the Department entered into the above referenced Contract with Stevens and Stevens Business Records Management, Inc., for the provisions of Document Management Services; and,

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in the Amendments section of the Contract; and,

**WHEREAS** the Parties agree to renew the Contract as provided in the Renewal Term(s) section of the Contract; and

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment.**

**a.** Contract Exhibit B, General Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Special Contract Conditions, which is incorporated into the Contract by reference herein. Any and all references in the Contract to the General Contract Conditions shall, upon the amendment effective date, be a reference to the attached and incorporated Exhibit B, Special Contract Conditions.

**b.** Contract Exhibit B, Special Contract Conditions, incorporated above, Section 13.2, E-Verify, is hereby deleted and replaced in its entirety as follows:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the EVerify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section



**AMENDMENT NO.: 1**  
Contract Renewal  
Contract No.: 78131804-17-01  
Contract Name: Document Management Services

448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

c. Contract Exhibit C, Special Contract Conditions, is hereby deleted in its entirety.

d. Contract Exhibit E, Price Sheet is hereby deleted and replaced in its entirety with the attached Exhibit E, Price Sheet which is incorporated into the Contract by reference herein.

**II. Contract Renewal.** Pursuant to the Renewal Term(s) section of Contract, Contract No. 78131804-17-01 is renewed for a period of five years with a new Contract expiration date of August 21, 2026, under the same terms and conditions, except as amended herein.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida**  
**Department of Management Services**

DocuSigned by:  
**By:** Rosy Ingram  
9A2F66BC850246E

**Name:** Rosalyn Ingram  
**Title:** Director of State Purchasing  
**Date:** 2/24/2021 | 2:47 PM EST

**Contractor**  
**Stevens and Stevens Business Records**  
**Management, Inc.**

DocuSigned by:  
**By:** Chris Parker  
8C4023040F324FA

**Name:** Chris Parker  
**Title:** Vice President of Operations  
**Date:** 2/23/2021 | 10:14 AM EST

# EXHIBIT B

## SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name



Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**



The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Exhibit E  
Price Sheet**

Region No. 3 - Central FL					
Contractor Name: STEVENS & STEVENS BUSINESS RECORDS MANAGEMENT, INC.					
Category No.	Service Category	Line No.	Service Type	Unit of Measure	Renewal Term Service Price
1	Physical Storage	a.	Storage-General Records	per cubic foot per month	\$ 0.125
		b.	Storage-Sensitive Records	per cubic foot per month	\$ 0.125
		c.	Electronic Media Storage	per carton per month	\$ 1.500
		d.	Secure Microfilm Storage	per carton per month	\$ 1.500
		e.	Standard Carton/Box (1.2 cubic feet)	per carton	\$ 1.500
		f.	Acid Free Carton (1.2 cubic feet)	per carton	\$ 10.000
2	Receiving, Entry, Retrieval and Refile of Records (Includes On-Site Pick-Up and Review)	a.	Barcode, Label, and Index (Receiving and Entry)	per carton	\$ 1.250
		b.	Regular Retrieval/Refile	per carton	\$ 1.250
		c.	Next Day Retrieval/Refile	per carton	\$ 1.250
		d.	Same Day Retrieval/Refile	per carton	\$ 1.250
		e.	After-Hours or Holiday Retrieval/Refile	per carton	\$ 2.000
		f.	Permanent Removal/Withdrawal	per carton	\$ 2.000
3	Record Destruction	a.	Destruction - Certified Shredding	per cubic foot	\$ 1.500
		b.	Physical Destruction (CD/DVD, Film, etc.)	per item	\$ 0.500
4	Transportation	a.	Regular Pick-Up/Delivery	per trip	\$ 13.000
		b.	Next Day Pick-Up/Delivery	per trip	\$ 15.000
		c.	Same Day Pick-Up/Delivery	per trip	\$ 30.000
		d.	After-Hours or Holiday Pick-Up/Delivery	per trip	\$ 75.000
		e.	Transportation Handling Fee (Transport exceeds 100 cubic feet of material)	per trip	\$ 40.000
		f.	Out of Area Transportation Service Fee (Transport exceeds a 50 mile radius)	per trip	\$ 40.000
5	General Services	a.	Scanning - 300 DPI Grayscale or Color	per page	\$ 0.080
		b.	Scanning - Large Documents (Greater than 8.5" x 14")	per page	\$ 1.000
		c.	Photocopy Services Fee	per page	\$ 0.100
		d.	Facsimile Services Fee	per page	\$ 0.250
		e.	Email Services Fee	per email	\$ 0.250



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

<b>Subject:</b> Splash Pad Agreement Approval – Budget Pool Supply	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz, Parks and Recreation Director	
<b>Meeting Hearing Date</b> 12/1/2021	

**REQUEST**

The Parks and Recreation Department is requesting Council approve the attached Splash Pad Maintenance Agreement.

**PURPOSE**

The request is needed at this time so we have the agreement in place to begin off-season splash pad maintenance in preparation for the season starting in March.

**CONSIDERATIONS**

The current splash pad service agreement has expired. This past summer the Parks and Recreation went out to get quotes for the new agreement, however the amount of qualified companies was limited. We contacted five companies and received a quote from two of them. The lowest quote came from our current company, Budget Pool Supply, for the amount of \$1,750 per month.

**COST/FUNDING**

Splash pad maintenance is budgeted in the Parks and Recreation Maintenance budget.

**RECOMMENDATION**

It is recommended that the City Council approve the attached Splash Pad Maintenance Agreement with Budget Pool Supply.

**IMPLEMENTATION**

Upon approval the Parks and Recreation Department will start preparations for off-season maintenance and repair items for the Splash Pad in order to have it ready for opening in March.

**ATTACHMENTS**

Attachment A: Splash Pad Maintenance Agreement

Attachment B: Splash Pad Maintenance Quotes





6/24/21

The Parks and Recreation Department began to solicit quotes for our Splash Pad Maintenance agreement on Wednesday, June 9<sup>th</sup> with a deadline to respond by Wednesday June 23<sup>rd</sup>. Prior to reaching out to vendors we researched potential contacts through other Cities in the area, Volusia County, the company who installed the equipment, and through internet search. Due to the limited amount of vendors in the area we were not able to get the required three quotes, but have received two attached quotes. Below is an outline of each company that was solicited to submit a quote.

**Wednesday 6-2-21:** Village Pools of Central Florida out of Orlando (407) 523-2300 who installed the splash pad system was contacted prior to soliciting quotes to see if they did service or had a list of preferred vendors. He said they are no longer doing pad or pool service and are focusing on the construction instead. Recommended Pool Works & All Pool.

**Wednesday 6-9-21:** Received a quote from Budget Pool Supply

**Friday 6-11-21:** Spoke with Susan from Outdoor Concepts out of Orange City (386) 775-2448. Sent them specifications but have not heard back. Called again on Wednesday 6-16-21 and left message with employee. No response.

**Friday 6-11-21:** Spoke with Brian from Pool Works out of Longwood (407) 831-5583. Said they were short staffed and not sure if they could service us. Never responded with a quote.

**Friday 6-11-21:** Spoke with Hanna from All Pool Service & Supply (407) 295-4540 out of Orlando. Said their schedule was pretty full and not sure if they service Volusia County anymore. Never responded with a quote.

**Tuesday 6-15-21:** Reached out to JD Pools via email. They met us at the Pad later that week. Received a quote on 6-23-21.

The only other vendor in the area that meets the qualifications is Blue Ribbon Pools. They were disqualified from the process due to past experience with the company and a negative reference check from Volusia County.

It is our recommendation to continue with our current contractor Budget Pool Supply, who submitted the lowest of the two quotes. We are requesting to put them on a three year agreement with two additional one year renewals for a total of five years.

Thank You

Jason Schaitz, MBA, CPRE, CYSA  
*Parks and Recreation Director*  
City of DeBary  
386-601-0205  
[jschaitz@debary.org](mailto:jschaitz@debary.org)

## **Credentials and Qualifications Required By Prospective Bidders**

All prospective bidders must have at least 3 years verifiable experience as the lead company maintaining a Municipal or Government Splash Park facility. A complete list of references along with phone numbers and email addresses must accompany bid submittal to the City of DeBary by **Wednesday June 23rd**.

All prospective bidders must have a positive track record of inspections through the State of Florida Department of Health. This record will be obtained by the City of DeBary upon acceptance of proposal and after all other qualifications have been verified. Contractor may be required to provide.

All prospective bidders must have a minimum of 3 years verifiable experience working with a CES Precision Control MR1 automated chemical feed system or comparable. A list of facilities that currently are or have been maintained by your company, along with all the specific point of contact information are to accompany bid submittal to the City of DeBary by **Wednesday June 23rd**. If a comparable chemical feed system is to be used to qualify contractor for work experience, the contractor must provide specifics regarding the equipment. The City must evaluate and approve.

All prospective bidders must have a minimum of 3 years verifiable experience working with a VORTEX SIMATIC fully automated controller & distribution manifold or comparable. A list of facilities that currently are or have been maintained by your company, along with all the specific point of contact information are to accompany bid submittal to the City of DeBary by **Wednesday June 23rd**. If comparable Controller & distribution manifold is to be used to qualify contractor for work experience, the contractor must provide specifics regarding the equipment. The City must evaluate and approve.

## PAY ITEM NOTES AND SPECIFICATIONS

### SCOPE OF WORK:

The City of DeBary is seeking a qualified contractor to operate and maintain the splash pad water feature (IWF) at Community Park 137 South Charles Richard Beal Blvd. The IWF shall be maintained at a level that meets or exceeds all public pool water quality maintenance standards required by the State Department of Health per Florida Administrative Code 64E-9.004, as amended. All chemicals, compounds, and system parts required to complete the below activities shall be purchased by the Contractor and included in the monthly cost. The IWF shall be serviced daily by a pool service technician certified by the State of Florida.

### Pad Equipment Components

The IWF consists of four (4) main components: the Precision Control MR1 (Model 230 VAC), the Pentair TR100C fiberglass sand filter, the VAK PAK DP-150 cartridge elements and the VORTEX Aquatic Features. The Precision Control MR1 controller continuously monitors and controls the chlorine and PH balance of the IWF. The Pentair TR100C fiberglass sand filter filters the water in the holding vault through a bed of sand to remove dirt from the water, the VAK PAK DP-150 cartridge elements filter all of the water before it gets to the sand filter. The VORTEX Aquatic Features include multiple spray units.

### Service Activities

The pad is open from 10:00 a.m. – 6:00 p.m. Tuesday through Sunday being closed on Monday for maintenance. This contract will coincide with the Volusia County School Board schedule. This schedule changes annually and will be updated by the City. The contractor will be required to start up and test all components of the operating system at minimum 2 weeks prior to the opening date.

The awarded contractor shall complete the following activities according to their frequencies identified below.

1. Perform a visual inspection of all pad equipment and spray features daily.
2. Start the IWF and examine operation daily.
3. Manually test and record daily chemical testing results on the DOH logs provided.
4. Compare manual tests with that of the controller values and adjust or re-calibrate daily.
5. Inspect the controller sensors and clean or replace as necessary.
6. Examine the Aquatic Play Spray Features daily for proper water disbursement onto the pad.
7. Wipe down the skid along with all associated equipment in the equipment room weekly.
8. Clean the cartridge filters each Monday when the pad is closed. 1 additional set of filters should be available in the equipment room as a backup during the season.
9. Clean skimmers, strainers and screens daily.

10. Inspect and clean filler tank daily for accumulated sediment and debris.
11. Inspect equipment and filter housings for leaks, cracks or damages daily.
12. Backwash the sand filter every third day or as required by manufacturers recommendations.
13. Every Monday the contractor shall conduct a super shock and follow up on Tuesday prior to pad opening.
14. Notify the City representative daily of any irregularities with pad equipment or facility issues.
15. Perform misc. repairs to the pool equipment as needed (change out stenner pumps, solenoids, pumps, motors etc.)
16. Winterize the unit immediately preceding the final closing date.

**Pay Item No. 18-01 – Daily Inspections and Splash Pad Service:** Pay Item 18-01 shall include full payment for the monthly inspections and service of the equipment and pad as required by the State Department of Health.

**Pay Item No. 18-02 Hourly Rate For Normal Hours of Operation:** Pay Item 18-02 shall include full payment for normal hourly rates assigned to performing equipment repairs at the facility to include but not limited to: (feature valve replacement, re-circulation pump replacement, feature pump replacement, stenner pump replacement)

**Pay Item No. 18-03 Hourly Rate For Emergency After Hour Repairs:** Pay Item 18-03 shall include full payment for Emergency After Hour Rates assigned to performing equipment repairs at the facility to include but not limited to: (feature valve replacement, re-circulation pump replacement, feature pump replacement, stenner pump replacement).

**Pay Item No. 18-04 % of Markup on Materials (if any):** Pay Item 18-04 shall include full payment for percent % of markup (if any) on any materials necessary to perform repairs. Examples are to include but not limited to: (flow meters, pressure gauges, recirculation pump, feature pump, stenner pump, ORP controller, feature valves etc....)

**BID FORM  
CITY OF DEBARY  
Community Park Chemical & Service Maintenance Contract**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	WRITTEN UNIT PRICE	UNIT PRICE	TOTAL
18-01	Monthly Splash Pad Service	8	Monthly	2,250.00	2250.00	18000.00
18-02	Hourly Rate for Normal business hours for Misc. Repairs	1	Per Hour	75.00	75.00	75.00
18-03	Emergency Call –Out Rate for Misc. Repairs	1	Per Hour	75.00	75.00	75.00
18-04	% of Markup on Materials (if any)	1	Percentage	%25	1	

Written Total Bid Amount	Total Bid Amount-Numeric
	\$ 18,000.00

John D. Schofield Jr.  
Prepared By

Owner  
Title

**END OF FORMS TO BE INCLUDED WITH PROPOSAL**

City of Ormond Beach, Bill Rose Phone# 386-212-8685. Exp=5+years  
Email: Bill.rose@ormondbeach.org

Vac pac setup

CES MR2 O.R.P controller operating at 765mv/ O.R.P. Ph 7.4 4 yrs in place  
3h.p. filter with 9 st105 cartridge filters. A 5 h.p. pump driving 9 zones @  
Andy Romano beachfront park

Vac pac setup

CES Mr1 O.R.P. controller operating at 760mv Ph 7.4 Original to install  
7+years

3h.p. filter pump with a Pentair sand filter

5 h.p. variable speed pump driving 7 zones

South Ormond Splash pad

City of Edgewater, Jason O'keefe Phone# 386-307-2908. Exp 2 yrs.

Since new, Email: j.okeefe@CITYOFEDGEWATER.ORG

CES MR2 O.R.P. controller operating at 775mv/O.R.P. ph 7.4 in place 2 yrs

15 h.p. EQ series filter pump with two sand filters

Stainless manifold with 2" outlets feeding 9 zones

City of New Smyrna, David Ray. Phone# 386-527-6657. Exp 9 months  
years since new, Email: dray@cityofnsb.com

Vac Pac setup

CES MR1 O.R.P. controller operating@ 835mv/orp 7.4ph in place 9  
months

3h.p. filter pump with sand filter and U.V.

9 zones

Budget Pool Supply, Inc.  
 1330 Howland Boulevard  
 Deltona, Florida 32738

# Quote

Date	Quote #
6/9/2021	145

Name / Address
Community Park Debary Splash Pad 16 Colomba Rd Debary FL 32713

Rep	Project

Description	Qty	Total
Budget Pool Supply will service the splash pad every day for \$1750.00 month including chemicals. The houly rate for repairs is at a rate of \$79.00, Monday through Friday and \$100.00 an hour on weekends. Mark up percent for parts is 20% Sale Tax		0.00
<b>Total</b>		\$0.00

## **SPLASH PAD MAINTENANCE AGREEMENT**

This Splash Pad Maintenance Agreement (“Agreement”) is hereby entered into by and between the City of DeBary, Florida, a municipal corporation (the "City"), with its principal offices located at 16 Colomba Road, DeBary, Florida 32713, and Budget Pool Supply, Inc. (the “Contractor”), with its principal offices located at 1330 Howland Boulevard, Deltona, Florida 32738.

### **Recitals**

**WHEREAS**, the City desires to retain the services of a competent and qualified Contractor to maintain its aquatic splash park facility located at Community Park on 137 Highway 92, DeBary, Florida 32713; and

**WHEREAS**, Contractor has the experience, personnel, and necessary equipment and supplies to properly maintain a municipal aquatic splash park facility; and

**NOW THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, City and Contractor agree as follows:

#### **Section 1. Recitals.**

To the best of the parties’ understanding, the foregoing Recitals are true and correct and are hereby incorporated by reference into this Agreement.

#### **Section 2. Scope of Services.**

The nature and scope and of the services to be performed by the Contractor hereunder shall be those Pay Items and Services identified in the Pay Item Notes and Specifications, which is attached hereto and incorporated herein as **Exhibit A**. Such Services must be timely performed in a competent and workmanlike manner in accordance with the terms of this Agreement and **Exhibit A**.

#### **Section 3. Definitions.**

- 3.1 “City” and “City’s” means and refers to the City of DeBary, Florida.
- 3.2 “City Manager” means the City of DeBary City Manager or his or her designee.
- 3.3 “Facility” shall mean and refer to the aquatic splash park facility owned by the City and located within Community Park at 137 Highway 92, DeBary, Florida 32713, including any appurtenances, tanks, pipes, and machinery associated therewith.



3.4 “Parties” means and refers to the City of DeBary, Florida and Budget Pool Supply, Inc.

3.5 “Services” shall mean and refer to the services to be provided pursuant to this Agreement as identified in **Exhibit A** Pay Items and Services.

**Section 4. Term / Compensation.**

4.1 The term of this Agreement shall be three (3) years commencing upon the Effective Date of this Agreement (the “Term”) unless terminated earlier pursuant to the terms of this Agreement.

4.2 Provided that the Contractor has met all of the contractual obligations hereinafter contained (unless otherwise waived by the City), the City may, following the initial 3-year term, opt to renew this Agreement on an annual basis for two successive one (1) year terms. Any such extensions may be subject to the negotiation of updated pricing and must be agreed upon by both Parties and set forth in writing.

4.3 Compensation shall be paid to the Contractor at the rates established in the Quote dated June 9, 2021, which Quote is attached hereto and incorporated herein as **Exhibit B**. The City shall tender payment to the Contractor within 45 days of receipt of a proper invoice from Contractor, which Contractor shall remit to the City on a monthly basis. All invoicing and payments thereof, including any assessments for late payment, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (*i.e.*, the Local Government Prompt Payment Act).

**Section 5. Termination.**

5.1 If either Party neglects or fails to carry out or to comply with any of the terms, covenants, undertakings, or conditions of this Agreement, the other Party may provide written notice to the defaulting Party of such default, identifying the default and requiring the defaulting Party to correct such within 30 days of such notice being given. If such default is not corrected or otherwise remedied by the defaulting Party within the time allotted, the noticing Party may terminate the Agreement after the expiration of such 30 day period. In the event of a dispute between the parties regarding whether a default has occurred, such dispute may be submitted to a mediator for resolution, which mediation shall be conducted by a mediator mutually agreed to by the parties.

5.2 Contractor and City may terminate this Agreement for convenience at any time and

for any reason. If terminating for convenience, the terminating party must provide the other party with a minimum 60 days' notice in advance of the date of termination for convenience. The Agreement will terminate upon the expiration of such 60 days, and the parties shall have no further liability to each other except for those obligations outstanding at the time of the effective date of the termination of this Agreement, including those obligations of indemnification, maintenance of public records, and other obligations anticipated to survive termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

5.3 The City may terminate this Agreement immediately upon notice to the Contractor if the City determines that the Contractor has breached this Contract or provided services under this Agreement in a manner that poses an imminent threat to persons using the Facility or has otherwise caused or allowed hazardous conditions to exist at the Facility.

## **Section 6. Notice.**

6.1 The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by email to:

### **City**

To: City of DeBary  
Title: City Manager  
Address: 16 Columba Road  
DeBary, FL 32713  
Email: CRosamonda@debary.org

### **Contractor**

To: Budget Pool Supply, Inc.  
Title: President  
Address: 1330 Howland Boulevard  
Deltona, FL 32738  
Email: \_\_\_\_\_

6.2 Service by mail will be deemed effective the 3rd day after mailing and service by email shall be deemed upon sending by email. Each Party shall ensure that the other Party is notified in writing immediately of any changes in the contact information above.

## **Section 7. Force Majeure.**

Any delays in or failures of performance by a Party under this Agreement may not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the control of the Party affected, including, but not limited to: acts of god, epidemics/pandemics, changes in

regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials, or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence. Regardless of the foregoing, Contractor recognizes the importance of providing timely and consistent service to the Facility to comply with relevant health and safety issues pertaining to sanitary and water quality issues, and therefore agrees that the City may, at no cost or penalty to the City, engage an alternative contractor in the City's own discretion to provide the services contemplated under this Agreement if Contractor fails to perform timely or completely pursuant to this Agreement.

**Section 8. Insolvency.**

If the Contractor becomes insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to its creditors and is unable to perform its duties under this Agreement, the City, without prejudice to its other lawful rights and remedies, may immediately terminate this Agreement by written notice, regardless of the time limitations imposed in Section 5. Termination of this Agreement.

**Section 9. Assignment.**

9.1 Contractor may not assign its rights or obligations under this Agreement or portions thereof without the written approval of the City, which approval will not be unreasonably withheld.

**Section 10. Indemnification/Liability.**

10.1 Contractor agrees to indemnify, defend, and hold harmless the City, including its representatives, employees, elected and appointed officials, agents, attorneys, and volunteers, from and against any and all claims, judgments, damages, losses, penalties, and expenses, including reasonable attorneys' fees, paralegals' fees, experts' fees, and litigation costs incurred at trial and appellate levels with attorneys selected or otherwise approved by the City, resulting or otherwise arising from the acts or omissions of Contractor in performing pursuant to this Agreement to the extent caused in whole or in part by any negligence, error, omission, recklessness, or intentional or wrongful conduct of Contractor or any persons employed or utilized by Contractor in the performance or any services or provision of any products or installations pursuant to this Agreement. If the type of services being performed pursuant to this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnification obligations imposed by this Agreement will be one million

dollars per occurrence, which the City and Contractor agree bears a commercially reasonable relationship to this Agreement, otherwise, there is no maximum limit for indemnification. This section shall survive the termination, cancellation, or expiration of this Agreement. Furthermore, the indemnification requirements herein may not be limited by insurance coverage.

10.2 Nothing set forth in this Agreement may be considered or deemed a waiver of the City's sovereign immunity protections or of any other immunity, defense, or privilege afforded by law to the City or its officials, appointed and elected officers, employees, agents, attorneys, or volunteers. Regardless of anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of immunity or the limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims, whether brought in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **Section 11. Insurance.**

11.1 Contractor agrees to procure and maintain for the duration of this agreement, liability insurance equal to or in excess of the following minimum coverages and requirements, and Contractor further agrees to file with the City and, a copy of the certificate of Liability Insurance evidencing such requirements. All policies provided pursuant to this Agreement must include one or more endorsements (i) making the policies primary and non-contributory with any valid and collectible insurance available to the City and (ii) waiving subrogation in favor of the City. The City is expressly not required to pay any deductibles for any such policies, and each policy must be endorsed to provide that the policy will not be altered, canceled, or permitted to lapse without 30 days' notice to the City. The following minimum coverages are required:

11.1.1 Contractor shall acquire and maintain a Commercial General Liability Policy with a limit of liability of not less than one million dollars (\$1,000,000) for any one occurrence and two million (\$2,000,000) in the aggregate. Such policy must not allow policy limits to be reduced by defense and claim expenses and must include coverage for Contractor's employees, agents, subcontractors, and subsidiaries and their employees or agents for claims for damages caused by bodily injury, property

damage, or personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Contractor or by any of Contractor's subcontractors arising from work or services performed pursuant to the Agreement. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Contractor's agreement to indemnify, defend, and hold the City harmless as provided in this Agreement. The policy must be written on an occurrence basis and include the City as an additional insured thereunder.

11.1.2 Contractor shall acquire and maintain an Automobile (Any Auto) Coverage Symbol 1 policy covering all autos operated regardless of ownership, and protecting Contractor, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. Such policy must have a combined single limit of \$1,000,000.

11.1.3 Contractor shall acquire and maintain a Workers Compensation Policy meeting the Florida statutory requirements, including any applicable regulations promulgated pursuant thereto.

## **Section 12. Public Records.**

12.1 Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK AT (386) 601-0219, ahatch@debary.org, or by mail, City Clerk, 16 Colomba Road, DeBary, FL 32713.**

By entering into this Agreement, Contractor agrees to comply with public records laws as they pertain to records, kept, generated, or maintained pursuant to this Agreement. Pursuant to § 119.0701, Florida Statutes, any contractor entering into an agreement for services with the City is

required to:

12.1.1 Keep and maintain public records required by the City to perform the services hereunder.

12.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

12.1.4 Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of Contractor or keep and maintain such records required by the City to perform the service. If Contractor transfers all such records to City upon completion or termination of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains such records upon completion or termination of the Agreement, Contractor shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.2 Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If Contractor receives any such request, Contractor shall instruct the requestor to contact City. If City does not possess the requested public records, the City shall immediately notify Contractor of such request, and Contractor must provide the public records to City or otherwise allow the public records to be inspected or copied within a reasonable time. Contractor acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to City within a reasonable time may result in the assessment of penalties under § 119.10, Florida

Statutes. Contractor further agrees, if City promptly notifies Contractor in writing that such public records are statutorily confidential or otherwise exempt from disclosure, not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from City.

**Section 13. Miscellaneous.**

13.1 No amendment of this Agreement may be deemed valid unless effected by a written amendment signed by both parties, and no waiver of rights of any kind under this Agreement may be effective unless in writing by the party for whom they are a benefit

13.2 This Agreement is be subject to, and must be interpreted in accordance with laws of the State of Florida.

13.3 All provisions that contemplate continuing obligations following expiration or termination of the Agreement survive termination or expiration of this Agreement, including by way of example, but not limited to, any indemnification obligations, liability caps, and public records requirements, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.

13.4 If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.

13.5 This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral, or written.

13.6 The Parties agree and expressly confirm that the City has conferred upon Contractor certain non-exclusive license rights to occupy municipal property for the sole purpose of providing the Services pursuant to this Agreement and that Contractor has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the City in connection with the execution, delivery and/or performance of this Agreement by the parties. Furthermore, Contractor acknowledges that Florida law prohibits the filing of a mechanic's lien or similar lien interest upon public property and agrees that Contractor will not claim a lien or other similar interest against any lands or real property of the City or any other governmental entity.

13.7 The insertion of headings is for convenience of reference only and may not be construed so as to affect the interpretation or construction of this Agreement.

13.8 All contracts, whether of employment or otherwise, entered into by Contractor with respect to this Agreement, including without limiting the generality of the foregoing, agreements

with a Third Party, must be made by Contractor as principal and not as agent of the City, and the City shall have no liability thereon.

13.9 If any provision of this Agreement is declared void, voidable, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such provision will be deemed separate and severable from the remaining provisions of this Agreement, which will remain in force and be binding as though the said provision had not been included.

13.10 This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, whether express or implied, oral or written, of any nature whatsoever with respect to the subject matter contained herein. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**City**

City of DeBary, a Florida municipal corporation

\_\_\_\_\_  
By: Carmen Rosamonda  
City Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Contractor**

Budget Pool Supply, Inc.

\_\_\_\_\_  
By: Renee J. Jensen  
President

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



## PAY ITEM NOTES AND SPECIFICATIONS

### SCOPE OF WORK:

The City of DeBary is seeking a qualified contractor to operate and maintain the splash pad water feature (IWF) at Community Park 137 South Charles Richard Beal Blvd. The IWF shall be maintained at a level that meets or exceeds all public pool water quality maintenance standards required by the State Department of Health per Florida Administrative Code 64E-9.004, as amended. All chemicals, compounds, and system parts required to complete the below activities shall be purchased by the Contractor and included in the monthly cost. The IWF shall be serviced daily by a pool service technician certified by the State of Florida.

### Pad Equipment Components

The IWF consists of four (4) main components: the Precision Control MR1 (Model 230 VAC), the Pentair TR100C fiberglass sand filter, the VAK PAK DP-150 cartridge elements and the VORTEX Aquatic Features. The Precision Control MR1 controller continuously monitors and controls the chlorine and PH balance of the IWF. The Pentair TR100C fiberglass sand filter filters the water in the holding vault through a bed of sand to remove dirt from the water, the VAK PAK DP-150 cartridge elements filter all of the water before it gets to the sand filter. The VORTEX Aquatic Features include multiple spray units.

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The pad is open from 10:00 a.m. – 6:00 p.m. Tuesday through Sunday being closed on Monday for maintenance. This contract will coincide with the Volusia County School Board schedule. This schedule changes annually and will be updated by the City. The contractor will be required to start up and test all components of the operating system at minimum 2 weeks prior to the opening date.

The awarded contractor shall complete the following activities according to their frequencies identified below.

1. Perform a visual inspection of all pad equipment and spray features daily.
2. Start the IWF and examine operation daily.
3. Manually test and record daily chemical testing results on the DOH logs provided.
4. Compare manual tests with that of the controller values and adjust or re-calibrate daily.
5. Inspect the controller sensors and clean or replace as necessary.
6. Examine the Aquatic Play Spray Features daily for proper water disbursement onto the pad.
7. Wipe down the skid along with all associated equipment in the equipment room weekly.
8. Clean the cartridge filters each Monday when the pad is closed. 1 additional set of filters should be available in the equipment room as a backup during the season.
9. Clean skimmers, strainers and screens daily.

10. Inspect and clean filler tank daily for accumulated sediment and debris.
11. Inspect equipment and filter housings for leaks, cracks or damages daily.
12. Backwash the sand filter every third day or as required by manufacturers recommendations.
13. Every Monday the contractor shall conduct a super shock and follow up on Tuesday prior to pad opening.
14. Notify the City representative daily of any irregularities with pad equipment or facility issues.
15. Perform misc. repairs to the pool equipment as needed (change out stenner pumps, solenoids, pumps, motors etc.)
16. Winterize the unit immediately preceding the final closing date.

**Pay Item No. 18-01 – Daily Inspections and Splash Pad Service:** Pay Item 18-01 shall include full payment for the monthly inspections and service of the equipment and pad as required by the State Department of Health.

**Pay Item No. 18-02 Hourly Rate For Normal Hours of Operation:** Pay Item 18-02 shall include full payment for normal hourly rates assigned to performing equipment repairs at the facility to include but not limited to: (feature valve replacement, re-circulation pump replacement, feature pump replacement, stenner pump replacement)

**Pay Item No. 18-03 Hourly Rate For Emergency After Hour Repairs:** Pay Item 18-03 shall include full payment for Emergency After Hour Rates assigned to performing equipment repairs at the facility to include but not limited to: (feature valve replacement, re-circulation pump replacement, feature pump replacement, stenner pump replacement).

**Pay Item No. 18-04 % of Markup on Materials (if any) :** Pay Item 18-04 shall include full payment for percent % of markup (if any) on any materials necessary to perform repairs. Examples are to include but not limited to: (flow meters, pressure gauges, recirculation pump, feature pump, stenner pump, ORP controller, feature valves etc....)

# Exhibit B

Budget Pool Supply, Inc.  
1330 Howland Boulevard  
Deltona, Florida 32738

## Quote

Date	Quote #
6/9/2021	145

Name / Address
Community Park Debary Splash Pad 16 Colomba Rd Debary FL 32713

Rep	Project

Description	Qty	Total
Budget Pool Supply will service the splash pad every day for \$1750.00 month including chemicals. The hourly rate for repairs is at a rate of \$79.00, Monday through Friday and \$100.00 an hour on weekends. Mark up percent for parts is 20% Sale Tax		0.00
<b>Total</b>		\$0.00



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> FY 2021/2022 Quarterly Lake Monitoring Program	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date:</b> December 1, 2021	

### REQUEST

City Manager is requesting the City Council to approve Neel Schaffer, Inc. Task Order to perform the Lake Monitoring Program for the FY 2021-22, in an amount of \$66,790.

### PURPOSE

- The Lake Monitoring Program is required by the St. Johns River Water Management District.

### CONSIDERATIONS

- Task Order is for Lake Monitoring Services from October 1, 2021 through September 30, 2022.
- The cost for this service is \$15,270 per quarter, plus \$5,710 for the annual summary report. These services will be required for four quarters in FY 2021-22.
- Neel-Schaffer will prepare a Quarterly Summary Report for the City and submit a final report annually to the St. Johns River Water Management District.
- Neel-Schaffer, Inc. has a Continuing Contract with the City for Environmental Services. In March 2021, the City approved Neel-Schaffer to performed Lake Monitoring Services between April 1, 2021 through September 30, 2021.
- The has been some slight increases in lab work reflected in this year proposal.

### COST/FUNDING

In the FY 2021-22 Stormwater Fund Budget, the City Council approved \$65,000 annually. The cost of Neel-Schaffer, Inc. Task Order is \$66,790 for the period of October 1, 2021 through September 30, 2022.

**RECOMMENDATION**

It is recommended that the City Council approve Neel-Schaffer, Inc. Task Order for Lake Monitoring Services for the FY 2021-22, in an amount of \$66,790 and authorize the City Manager to execute the agreement.

**IMPLEMENTATION**

Effective October 1, 2021

**ATTACHMENTS**

Neel-Schaffer Task Order

November 22, 2021

Mr. Carmen Rosamonda, City Manager  
City of DeBary  
16 Colomba Road  
DeBary, Florida 32713

**REFERENCE: CITY OF DEBARY LAKES EVALUATION OF  
SURFACE WATER QUALITY  
DEBARY, FLORIDA**

Dear Mr. Rosamonda:

We are pleased to submit this proposal to perform environmental services for the above referenced project. These environmental services include surface water quality monitoring for 16 lake systems within the City of DeBary. These environmental services were requested on November 8, 2021.

Monitoring has been completed by Neel-Schaffer for the second and third quarters of 2021 under a separate agreement. The fourth quarter monitoring should be performed in December 2021 and is included with this fee proposal. The first quarter report for 2021 was completed by another firm. A final report summarizing the four quarters of data for 2021 is also required to be prepared and is part of this fee proposal.

***Surface Water Quality Monitoring Scope of Work***

The surface water quality monitoring will be performed in accordance with Class III surface water criteria outlined in Chapter 62-302 of the Florida Administrative Code (FAC). The monitoring will be performed quarterly beginning in the fourth quarter of year 2021.

1. Quarterly monitoring reports include:

- Surface water samples from each permitted lake (16 lakes total – see attached) will be collected quarterly using a submersible pump by the methods outlined in the Florida Department of Environmental Protection (FDEP) document titled “Standard Operating Procedures for Field Activities” (DEP-SOP-001/01 dated 4/16/2018).
- Quarterly monitoring will be added to the historical database of existing water quality within the City of DeBary including a GIS-based mapping layer which will aid in detection of declining water quality trends.
- All surface water samples will be measured for pH, dissolved oxygen, water temperature, specific conductance, and oxidation/reduction potential using a water quality monitor. Measurements of water quality transparency will be collected using a Secchi disk. Visual observations of water clarity, weather conditions, and any noticeable water quality issues will be recorded and photographs collected.

- All surface water samples will be analyzed for alkalinity, color, total suspended solids (TSS), turbidity, Chlorophyll-a, *Escherichia coli*, Ammonia-N, Nitrate and Nitrite, total Nitrogen, Orthophosphorous, and Total Phosphorous.
  - A final report summarizing the findings of the monitoring effort (i.e., survey methods, onsite conditions, and biological analysis) will be prepared and delivered electronically to the City.
  - Neel-Schaffer will coordinate activities including access to each lake with the City and/or private landowners as needed to gain access.
  - Neel-Schaffer will submit the final reports to the St. Johns River Water Management District annually and coordinate any comment responses.
2. A final annual report will be prepared to incorporate data from each of the quarterly monitoring events and submitted to St. Johns River Water Management District (2021 quarters).

### ***Fee Proposal***

The scope of work for the services described herein are summarized below.

<b>#</b>	<b>Item</b>	<b>Dates</b>	<b>Unit</b>	<b>Fee</b>
1	2021-2022 Quarterly Surface Water Quality Monitoring of 16 Lakes – reports and GIS	4 <sup>th</sup> qtr / 2021 and 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> qtrs. / 2022	Each quarter	<b>\$15,270</b>
2	Annual summary report	2021	Each	<b>\$5,710</b>

Should the City request additional efforts not outlined in this proposal, a fee estimate for those services can be provided upon request. This work will be performed under the terms and conditions of the Continuing Contract for Professional Engineering Services between Neel-Schaffer, Inc. and the City of DeBary dated January 6, 2021. To initiate these services, please sign this agreement and return to Neel-Schaffer or provide a Purchase Order or written authorization to proceed.



A breakdown of fees is as follows:

**TABLE 1**

**Neel-Schaffer Scope of Work and Manhour Estimate**

Task Description	Sr. Project Manager \$180	Engineer II \$100	Env. Scientist \$75	Drone Pilot \$85	Total Hours	Lab	Total Cost Per Task
1 Quarterly Monitoring events/reporting/GIS	4	8	130	0	142	\$4,000	\$15,270.00
2 Annual monitoring summary report 2021	2	1	70	0	73		\$5,710.00

We appreciate the opportunity to provide this proposal for environmental services for the Surface Water Quality Monitoring of 16 Lakes in the City of DeBary. If you have questions or require additional information, please contact me at (407) 647-6623 or email at [rosemary.aldridge@neel-schaffer.com](mailto:rosemary.aldridge@neel-schaffer.com).

Sincerely,  
**Neel-Schaffer, Inc.**



Rosemary R. Aldridge, P.E., CHMM  
Senior Vice President

**ACCEPTED: CITY OF DEBARY**

**BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_







## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance# 04-2022, Authorizing the Operation of Golf Carts	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> December 1, 2021	

### REQUEST

City Manager requests City Council to approve on first reading Ordinance# 04-2022, authorizing the operation of golf carts upon certain designated streets, roads and sidewalks with the City.

### PURPOSE

The purpose is to improve mobility throughout the community and our quality of life.

### CONSIDERATIONS

- The use of golf carts in DeBary have been steadily increasing due to a number of different factors; COVID, cheaper mode of transportation, convenience, and enjoyable.
- The City does not currently have a golf cart ordinance designating any streets or sidewalks authorizing golf cart use. Therefore, the Florida Statutes prevail. Section 316.212, F.S. & Section 316.1995, F.S. prohibit golf carts upon roads, streets and sidewalks.
- Section 316.212, F.S. grants authority to county and municipal governments to designate roads and sidewalks for golf carts.
- In June 2021, the City Council passed Resolution 2021-11 establishing a Golf Cart Citizens Advisory Committee and in July 2021, appointed seven members to serve. In November 2021, after reviewing various municipal best practices, current city infrastructure, public safety requirements and overall administration, the Golf Cart Advisory Committee presented their recommendations to the Council.
- This Ordinance designates arterial roads (high traffic volume) requiring golf carts use the sidewalks adjacent to arterial roads. The Ordinance also designates residential roads (low traffic volume) whereby golf carts may travel on residential roads.

**COST/FUNDING**

There will be additional costs to implement this Ordinance; signage immediately upon adoption and infrastructure improvements over time. In FY2021-22 budget adequate funding has been made available within the Public Works – Road Resurfacing line item (001-4100-541-4623). Revenues from permit registration will be allocated towards future golf cart infrastructure improvements.

**RECOMMENDATION**

It is recommended that the City Council approve on first reading Ordinance# 04-2022, authorizing the operation of golf carts upon certain streets, roads and sidewalks with the City.

**IMPLEMENTATION**

Effective date of the Ordinance is March 1, 2022. Registration process will begin January 1, 2022.

**ATTACHMENTS**

Ordinance 04-2022  
Golf Cart Advisory Committee – Business Case

**ORDINANCE NO. 04-2022**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, CREATING ARTICLE III OF CHAPTER 50 OF THE CITY OF DEBARY CODE OF ORDINANCES AUTHORIZING THE OPERATION OF GOLF CARTS UPON CERTAIN STREETS, ROADS, AND SIDEWALKS WITHIN THE CITY; ESTABLISHING LOCAL REGULATIONS PERTAINING TO GOLF CARTS AND OTHER OFF-HIGHWAY AND LOW SPEED MOTORIZED VEHICLES; SETTING FORTH REQUISITE LEGISLATIVE FINDINGS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, § 316.212(1), Florida Statutes, permits municipalities to allow golf carts to be operated on municipal roads, streets, and sidewalks provided that they first determine that such carts may safely travel on or cross such public roads, streets and sidewalks upon considering the speed, volume, and character of motor vehicle traffic using those roads or streets; and

**WHEREAS**, § 316.212(5), Florida Statutes, states that golf carts may only be operated on such public roads or streets during the hours between official sunrise and official sunset, unless the governmental agency specifically determines that such golf carts may also be operated during the hours between official sunset and official sunrise and that golf carts being operated at such times possess headlights, brake lights, turn signals, and windshields; and

**WHEREAS**, § 316.212(8), Florida Statutes, allows municipalities to enact restrictions and regulations regarding golf cart operations that are more restrictive than those contained in the State Statutes as long as appropriate signage is installed as may be specifically required in accordance with the requirements of controlling law or the residents are otherwise informed that the regulation of golf cart operation in the designated area will be in accordance with a stricter local ordinance; and

**WHEREAS**, the DeBary City Council appointed a Golf Cart Citizen Advisory Committee, which conducted a study, has evaluated the actions of other local governments with regard to the authorization and regulation of golf carts, and has presented a business case with recommendations determining that golf carts may safely travel on or cross municipal roads, streets, and sidewalks considering the following factors: speed, volume, and the character of motor vehicle traffic using the relevant roads or streets; and

**WHEREAS**, the city council finds that golf carts are a valid form of transportation and are commonly used as a mode of mobility from place-to-place and for utility purposes; and

**WHEREAS**, the city council has evaluated numerous materials developed by other local governments during the course of considering the enactment of this ordinance; and

**WHEREAS**, the city council finds that the use of golf carts is an environmentally friendly mode of transportation; and

**WHEREAS**, the city council finds that golf carts generally operate at low speeds and are generally operated safely when driven properly and fitted with properly installed safety equipment; and

**WHEREAS**, the city council finds that the City of DeBary is a community that is well suited and will be benefitted by the appropriate use of golf carts for the purpose of transportation within appropriate areas of the city; and

**WHEREAS**, the city council has determined that golf carts may safely be operated on certain city roads, streets and sidewalks as set forth in this ordinance; and

**WHEREAS**, it is the purpose and intent of this ordinance to permit and regulate the operation of golf carts on designated public roadways located within the city limits of the City of DeBary, and the city council, upon the advice and findings of a citizen advisory committee and technical assistance from city staff, has studied and evaluated the use of golf carts in other local governments throughout the State of Florida; and

**WHEREAS**, it is also the purpose of this ordinance to (1) provide for the orderly operation of golf carts on designated municipal streets, roads, and sidewalks; and (2) set standards for the operation of golf carts; and

**WHEREAS**, the regulations that are set forth in this ordinance relating to the regulation of golf carts are, to some extent, more restrictive than those set forth in § 316.212, Florida Statutes, in order to protect the public health, safety, and welfare of the citizens of the City of DeBary in such manner as the city council of the City of DeBary has determined to be appropriate for the needs of the City of DeBary; and

**WHEREAS**, the provisions of this ordinance may not be construed or interpreted to authorize any use of the city's rights-of-way, roads, or streets of the city that is not authorized by controlling law such as, by way of example only, the operation of all-terrain vehicles, ROVs, or other low speed vehicles other than golf carts as defined by state statute; and

**WHEREAS**, the city staff report and city council agenda memorandum relating to this matter are hereby adopted as if fully set forth herein; and

**WHEREAS**, the City of DeBary has complied with all requirements and procedures of Florida law in processing and advertising this ordinance.

**WHEREAS**, the city council believes that regulations proposed in this ordinance promote and enhance the health, safety and welfare of its citizens; and

**WHEREAS**, § 2(b), Art. VIII of the Florida Constitution and § 166.021(1), Florida Statutes, establishes the home rule powers of Florida cities and provides that municipalities have the governmental, corporate, and proprietary powers to enable them to conduct municipal government,

perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, this Ordinance implements and is enacted under the home rule powers vested in Florida cities by the Constitution of the State of Florida.

**NOW THEREFORE**, it is hereby ordained by the City of DeBary as follows:

**SECTION 1. Legislative Purposes, Findings and Intent.** The foregoing recitals (whereas clauses) to this ordinance are hereby adopted as the legislative findings of the DeBary City Council and are incorporated into this ordinance as if set fully set forth herein.

**SECTION 2. City Code Amendment.** This new Article III of Chapter 50 of the City of DeBary Code of Ordinances pertaining to the use of golf carts within the City of DeBary is hereby adopted (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

### **ARTICLE III. – GOLF CARTS**

**Sec. 50-100. Definitions.** The following terms shall have the following meanings in the application and enforcement of this Ordinance:

- (1) The term “ATV” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.
- (2) The term “bicycle path” means that part of any road or street that has been designated or physically separated from the area used by motor vehicles by striping, signing, or pavement markings for the preferential and exclusive use of bicyclists.
- (3) The term “city manager” shall mean and refer to the chief administrative officer of the city as appointed pursuant to Article VI of the Charter of the City of DeBary.
- (4) The term “county” shall mean and refer to Volusia County, Florida.
- (5) The term “county road” shall mean and refer to roads and streets over which the county has original jurisdiction pursuant to § 316.006, Florida Statutes, or that are part of the “county road system” as defined in § 316.003, Florida Statutes.
- (6) The terms “designated municipal street, road, sidewalk, or trail” refer to the paved area of an improved street, road, sidewalk, or trail, as applicable, which has been determined by the city council as a street, road, sidewalk, or trail on which golf carts may be operated under the provisions of this ordinance.

- (7) The term “golf cart” shall have the same definition as set forth for such term in § 320.01, Florida Statutes. Golf carts operating within the City of DeBary must meet minimum equipment standards as set forth in controlling law and may not be modified to have increased power, wheel base, or tire modifications from a standard manufactured gas or electric golf cart.
- (8) The terms “low speed vehicle” and “LSV” shall have the same definition as set forth for such terms in § 320.01, Florida Statutes.
- (9) The term “municipal road” shall mean and refer to those roads and streets over which the city has original jurisdiction pursuant to § 316.006, Florida Statutes, including any private roads and streets over which the city or its proxy has been granted municipal traffic enforcement authority, whether by easement or other contractual arrangement.
- (10) The terms “off-highway motorcycle” and “OHM” shall have the same definition as set forth for such terms in § 317.0003, Florida Statutes.
- (11) The term “off-highway vehicle” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.
- (12) The term “operator” means the person registering a golf cart with the City of DeBary for use within the city or any person who is using a golf cart within the city.
- (13) The term “ROV” shall have the same definition as set forth for such term in § 317.0003, Florida Statutes.
- (14) The term “sidewalk” shall have the same definition as set forth for such term in § 316.003, Florida Statutes.
- (15) The term “state” shall mean and refer to the State of Florida.
- (16) The term “state road” shall have the same definition as set forth for such term in § 316.003, Florida Statutes.
- (17) The definitions set forth in § 334.03, Florida Statutes, are incorporated herein by reference and are be applicable to the extent applicable in the context of the provisions of this Ordinance.

**Sec. 50-101. Authorized Use of Golf Carts on Municipal Roads, Streets and Sidewalks.**

- (1) Golf carts may be operated on all municipal roads, streets and sidewalks in accordance with § 316.212, Florida Statutes, but only as implemented and permitted by the provisions of this article.

- (2) In addition to the requirements of § 316,212, Florida Statutes, which is applicable to the operation of golf carts on the aforementioned designated roads, streets, and sidewalks, the following restrictions shall also apply:
- a. Golf carts are the only motorized vehicles that may travel on designated municipal sidewalks and trails.
  - b. LSVs and ROVs are prohibited from traveling on municipal sidewalks and trails, regardless of designation for golf cart use.
  - c. ATVs and other off-highway vehicles and off-highway motorcycles are prohibited from traveling on municipal roads, sidewalks, and trails, regardless of designation for golf cart use.
- (3) This article applies to the operation of golf carts and other motorized vehicles on municipal roads, streets, and sidewalks and does not otherwise apply to:
- a. The operation of any golf carts or other motorized vehicles on lands owned, controlled, or otherwise managed by the state or county, which operation, if any is permitted, will be governed by applicable state or county laws, rules, or policies pertaining to same;
  - b. The operation of any golf carts or other motorized vehicles when operated solely on private property, which property does not meet the definition of a municipal road or sidewalk adjacent thereto, such as private golf courses and other privately owned lands; or
  - c. The operation of any golf carts or other motorized vehicles owned by the city when operated by city employees, contractors, or agents on city owned, controlled, or managed lands in connection with the conduct of city business.

**Sec. 50-102. Designation of Municipal Roads, Streets and Sidewalks for Golf Cart Use.**

- (1) Highway 17/92, also known as Charles Richard Beall Boulevard is a state road. Until such time as the state grants authorization to the city, all golf carts are prohibited from being operated on such road or the sidewalk(s) adjacent thereto.
- (2) Golf carts are permitted to cross Highway 17/92 at a 90% angle only at traffic light intersections utilizing pedestrian signaling and only in accordance with such signaling.

- (3) Saxon Boulevard, Enterprise Road, and Dirksen Drive are county roads. Until such time as the county permits the city to authorize the use of golf carts upon or adjacent to such roads, all golf carts are prohibited from being operated on such county roads or on the sidewalk(s) adjacent thereto.
- (4) All other roads within the city limits are municipal roads. There are two types of municipal road designations:
- a. Arterial Roads. Arterial roads are roads or streets designated by the city as high-traffic designated roads. Golf carts are not authorized to travel on arterial roads. Instead, golf carts are authorized to travel on the adjacent sidewalks of the designated arterial roads.
- i. Arterial roads are identified as having center lane striping.
- ii. For the purposes of this article, all speed limits of arterial roads within the city limits shall be 35 miles per hour or less.
- iii. Sidewalks on arterial roads are shared sidewalks with pedestrians, bicycles and golf carts. Right-of-way on these sidewalks is prioritized as follows, with (1) being highest priority and (3) being lowest priority: (1) pedestrians, (2) bicycles, and (3) golf carts. Lower priority users must yield to higher priority users.
- iv. Golf carts are not permitted to be operated on the shoulder of or adjacent to arterial roads without adjacent sidewalk(s).
- v. The city manager has the authority to set speed limits for golf carts traveling on designated municipal sidewalks and trails and post signage regarding same along such sidewalks and trails.
- vi. By this Ordinance, arterial roads in DeBary city limits are as follows:
1. DeBary Plantation Blvd.
  2. Donald E. Smith Blvd.
  3. East Highbanks Road
  4. West Highbanks Road
  5. Ft. Florida Road
  6. North Shell Road
  7. South Shell Road, including the future portion known as Main Street
  8. Colomba Road, including that portion of Alicante Road running between Colomba Road west of



- Alicante Road and Colomba Road east of Alicante Road.
- 9. DeBary Drive
- 10. Spring Vista Road between Highway 17-92 and South Shell Road.
- 11. Benson Junction Road.
- 12. North Pine Meadow Road
- 13. South Pine Meadow Road.
- 14. Alexandra Woods Road
- 15. Barwick Road
- 16. Palm Drive
- 17. Mansion Blvd
- 18. Matanzas Road
- 19. Amigos Road between East Highbanks Road and Plumosa Road
- 20. Dogwood Trail
- 21. Columbine Trail
- 22. Sunrise Road between Dirksen Drive and Palm Drive
- 23. Summerhaven Drive

- b. Residential Roads. Residential roads are roads and streets designated by the city as low traffic roads. All municipal roads and streets, whether public or private and which are not arterial roads are designated as residential roads. The speed limit of residential roads shall be 25 miles per hour or less and which lack centerline striping.
- c. The city council may amend or adjust municipal road designations by resolution at any time.

**Sec. 50-103. Golf Cart Equipment Regulations.**

- (1) For better safety, golf carts operated on designated municipal streets, roads, sidewalks, or trails must be appropriately equipped with the following properly functioning items that are in usable and operable condition:
  - a. A clear windshield mounted at the front of the vehicle so as to reasonably protect the face of the golf cart operator from wind and debris while the golf cart is underway. Such windshield must be in good repair, free of cracks, and not be covered, marred, stained, or painted over so as to obstruct the operator's field of vision when operating the golf cart.
  - b. Driver's side exterior mirror.
  - c. Either an interior rear view mirror or a passenger's side exterior mirror.

- d. Two headlamps mounted on the front of the golf cart and facing forward, which show a white light. An object, material, or covering that alters the headlamp's light color may not be placed, displayed, installed, affixed, or applied over a headlamp. Light bars are prohibited.
  - e. Two tail lamps mounted on the rear of the golf cart facing rearward, which must emit a red light plainly visible from a distance of 1,000 feet to the rear of the vehicle. Such tail lamps must be enabled to additionally function as brake lamps so that they automatically emit a distinctively brighter red light when the brakes of the golf cart are applied.
  - f. Brakes and parking brake.
  - g. Front and rear turn signals. When signaling, front turn signals must emit a flashing amber light while rear facing turn signals must emit a flashing light that is either amber or red in color.
  - h. A reliable steering apparatus.
  - i. Rear and side reflex reflectors.
  - j. A horn installed into the golf cart so as to be easily operated by the operator of the golf cart and that is plainly audible when activated.
- (5) The number of occupants in any golf cart operated pursuant to this article is restricted to the number of seats on the golf cart. For the purposes of this provision, both pets and persons qualify as "occupants," and a standard golf cart bench seat is deemed to allow seating for three occupants. No occupants of a golf cart may stand at any time while the golf cart is in motion.

#### **Sec. 50-104. Age Restrictions and Insurance.**

- (1) Operators of golf carts on designated streets, roads, sidewalks, and trails within the city must meet the following requirements:
- a. Operators must be at least 16 years of age and have a valid driver's license.
  - b. Operators with a learner's permit may drive a golf cart if accompanied by a passenger of at least 21 years of age with a valid driver's license.

- (2) Owners of golf carts are required to carry and maintain a personal injury and property damage insurance policy covering operation of such carts in the minimum amounts of \$10,000 per occurrence, \$10,000 in the aggregate. Upon registration and permitting, owners must show proof of insurance.

**Sec. 50-105. Registration and Permitting.**

- (1) Prior to operating a golf cart on designated municipal streets, roads, sidewalks, or trails, an owner of a golf cart must register such cart with the city and obtain a permit as set forth herein.
- (2) Golf carts must be registered prior to use in the City of DeBary pursuant to this article. Registration is required on an annual basis. The manager, or his/her designee, shall implement a registration program and the city manager is hereby authorized to adopt administrative rules and promulgate forms in order to implement the provisions of this article. The city shall charge a registration fee in an amount determined by resolution adopted by the city council as amended from time-to-time.
- (3) Before any golf cart can drive on designated municipal roads, streets, sidewalks, or trails the owner of the golf cart must register and apply for a city permit. The following are the requirements of registration:
- a. The golf cart permit is a permit issued on an annual basis running from January 1<sup>st</sup> through December 31<sup>st</sup> of each year.
  - b. All golf cart permits must be renewed every year.
  - c. All golf cart permits are annual permits, per golf cart with no prorated or partial pricing. The city council may establish or amend the permit fee by resolution at any time; however, if no such resolution is adopted, such fee shall be \$25.00.
  - d. Each owner, upon approved registration, will receive an annual permit sticker to be placed on the windshield of the golf cart on the driver's side, lower corner, and facing outward.
  - e. As a requirement of registration, the owner must sign an affidavit certifying that such person is the owner of the golf cart, has read and understood the city's ordinances, Florida Statutes, and general guidelines governing the usage and operation of golf carts on designated municipal streets, roads, sidewalks, and trails of the City of DeBary, and acknowledges and certifies that the golf cart is properly equipped with the equipment required by this article.



apply for or register a golf cart for a period of one (1) calendar year following revocation.

**Sec. 50-106 Moving Violations.**

- (1) Golf cart operators shall ensure that their golf carts are maintained and operated in accordance with all applicable local and state traffic laws and may be ticketed or otherwise cited for traffic violations in the same manner as operators of motor vehicles.
- (2) Golf cart operators must comply with all traffic control signs, signals, and applicable laws when operating a golf cart at or across intersections, and it is unlawful for the operator to fail to abide by such signs, signals and laws.
- (3) Golf carts operating subject to this article may be operated 24 hours per day, seven days each week if possessing operational headlights, brake lights, tail lights, turn signals, and windshields.
- (4) Golf carts may not be operated on state bike trails or within any other areas where such vehicles are prohibited from operating by law, rule, ordinance, or duly adopted policy.
- (5) Golf carts may be used to cross state and county roads only at crosswalks where there are functioning traffic lights and pedestrian signals equipped. Any golf cart crossing a state or county road may cross only when indicated by a walk signal and while operating within the designated crosswalk.
- (6) It is a violation of this article to operate a golf cart at a speed in excess of the posted speed or speed mandated by this article.
- (7) It is a violation to operate a golf cart in a reckless manner so as to endanger or cause injury to pedestrians, other golf cart operators or riders, or private or public property.

**Sec. 50-107. Signage Related to Golf Carts.**

- (1) The city manager or his or her designee shall post signs and other postings as may be required by controlling law to implement the provisions of this article, and all signage installed by the city must be in a form and installed as may be required in accordance with the controlling provisions of law and sound and generally accepted engineering practices and principles as determined by the city; provided, however, that it is not the intent of this article to require the city to install or maintain any signage that is not required by applicable state law.

- (2) Regardless of the foregoing, it is not be a defense to any enforcement action under statute or the provisions of this article, in any forum of any type or nature, that signage was not in place or was not noticed or understood by an operator of a golf cart.
- (3) The posting or failure to post signage under the provisions of this article may not serve as the basis for any liability of any type or nature against the city or any of its officials, officers, or employees.

### **Section 10. Penalties/Enforcement/Collections.**

- (1) Any person determined to be in violation of this article is subject to fines and code enforcement proceedings and citations to the maximum extent permitted by state law, and the City of DeBary may take any enforcement action and seek any legal remedy available under controlling Florida law.
- (2) Under certain circumstances, it is a violation of state law for a person to refuse to take action at the time a citation is issues, and the city shall enforce those laws and pursue statutory violations in accordance with controlling Florida law.
- (3) Without in any way limiting the generality of the provisions of subsections (1) and (2) of this section, a violation of this article constitutes a non-criminal infraction enforceable pursuant to the provisions of § 316.212(9), Florida Statutes (2021), as such may be amended or transferred. The use of a golf cart resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are enforceable as provided in Chapters 316 and 318, Florida Statutes. All other city ordinances pertaining to the use of motor vehicles are also applicable to the operation of golf carts to the extent that such may be applied. The city may enforce the provisions of this article in any manner authorized in accordance with applicable law and may seek any legal remedy as may be authorized by applicable law.
- (4) The city manager is hereby authorized to pursue collection activities relative to fines imposed against code violators in such manner, and using such processes, as may be in the best interests of the city and may authorize collection agencies and/or the city attorney to pursue collections in a manner consistent with applicable law.

**SECTION 3. Codification.** Section 2 of this ordinance is incorporated into the Code of Ordinances of the City of DeBary, Florida. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the substance, construction, or meaning of this ordinance or the city's Code of Ordinances may be freely made.

**SECTION 6. 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 will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of this ordinance.

**SECTION 7. Conflicts.** In the event of a conflict or conflicts between this ordinance and any other ordinance or provision of law, this ordinance governs and controls to the extent of such conflict.

**SECTION 8. Effective Date.** This ordinance shall take effect on March 1, 2022. The City Manager may begin registration and permitting processes for golf carts upon the City Council's approval of the second reading of this ordinance.

Passed and adopted this \_\_\_\_\_ day of December, 2021

CITY COUNCIL  
CITY OF DEBARY

\_\_\_\_\_  
Karen Chasez, Mayor

ATTEST:

\_\_\_\_\_  
Annette Hatch, CMC, City Clerk

Date: \_\_\_\_\_

SEAL



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance 03-2022 – First Reading	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date:</b> December 1, 2021	

### **REQUEST**

City Manager requests City Council to approve on first reading Ordinance 03-2022, amending the City Code to provide for regulations with respect to camping in public spaces.

### **PURPOSE**

The purpose is to provide for, secure and promote the aesthetics, sanitation, public health and safety of its citizens.

### **CONSIDERATIONS**

- The City does not have a “No Camping” ordinance at this time.
- There are two areas within the City limits that are designated for camping, Gemini Springs and Lake Monroe Park.
- The City supports “The Bridge” located in DeLand which provides homeless shelter and associated services. In addition, a private-owned business is opening in Orange City to provide homeless sheltering and associated services.
- The City has world-class park and recreation facilities and programs throughout the community. Regulation is necessary to protect these assets and ensure its continued success.
- Our law enforcement will administer this law accordingly.

### **COST/FUNDING**

N/A

### **RECOMMENDATION**

It is recommended that the City Council to approve on first reading Ordinance 03-2022, amending the City Code to provide for regulations with respect to camping in public spaces.



**IMPLEMENTATION**

Second Reading is scheduled for December 15, 2022

**ATTACHMENTS**

Ordinance# 03-2022

**ORDINANCE NO. 03-2022**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA; AMENDING THE CITY CODE TO PROVIDE FOR REGULATIONS WITH RESPECT TO CAMPING IN PUBLIC SPACES; CREATING A NEW ARTICLE III, CHAPTER 36 OF THE CITY CODE REGARDING SUCH; PROVIDING FOR DEFINITIONS, PROHIBITED ACTIVITIES, AND PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the city code does not currently regulate camping activities within the jurisdictional boundaries of the city; and

**WHEREAS**, the city finds that in order to provide for, secure, and promote the aesthetics, sanitation, public health, and safety of its citizens, it is necessary and in the public interest to adopt regulations prohibiting in part and regulating the conduct of camping, as defined herein, on certain property located within the city within the city’s jurisdictional boundaries; and

**WHEREAS**, the city has provided designated camping areas on certain public property within its city limits where persons may lawfully participate in and enjoy traditional camping activities; and

**WHEREAS**, the city has partnered with other southwest Volusia County local governments to provide funding and support for “The Bridge,” which is located nearby in southwest Volusia County for the purposes of providing temporary shelter to individuals who lack access to private shelter; and

**WHEREAS**, the City finds that the restrictions imposed by this Ordinance are the least intrusive means of regulating camping activities in a way that protects the public welfare, safety, and health, while preserving the First Amendment rights of individuals to engage in such activities at reasonable places and times.

**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. City Code Amendment.** There is hereby created a new Article IV, Chapter 36 of the City Code, as follows:

**ARTICLE III. – CAMPING**

**Sec. 36-50. - Camping prohibited; exceptions**

**(a) Definition.** For purposes of this section “camping” is defined as:

- (1) Cooking over an open flame or fire out-of-doors; or
- (2) Bathing in public for purposes of personal hygiene; or
- (3) Sleeping out-of-doors under one of the following circumstances:
  - (i) Adjacent to or inside a tent or sleeping bag, or
  - (ii) Atop and/or covered by materials such as a bedroll, cardboard, newspapers, or
  - (iii) Inside some form of temporary shelter.
- (4) Occupying a temporary shelter such as a tent or other portable structure while out-of-doors.
- (b) No Unauthorized Camping on Public Property. Camping is prohibited on all public property, except as may be specifically authorized by the city or in those areas of the city expressly designated and marked by the city for camping purposes.
- (c) No Unauthorized Camping on Private Property. Camping is prohibited on all private property within the City, unless the person(s) camping has acquired permission and consent from the property owner, lessee, or duly appointed agent thereof.
- (e) Outreach Efforts. No person may be cited or arrested for a violation of this § 36-50 before a reasonable attempt has been made to ascertain whether the person is in need of homeless assistance services and/or housing assistance and that available shelter beds or other suitable emergency housing is available if the person needs housing/shelter assistance. If it is determined that a person is in need of housing/shelter assistance, the enforcement officer shall evaluate the person's housing needs and take all reasonable steps toward directing the person to a designated campsite within the city or to a housing/shelter service provider within the southwest Volusia County area. If, after being advised of the location of local campsites and availability of housing/shelter assistance, a person fails to comply with subsections (b) or (c) of this section, as applicable, such person may be cited with or arrested for a violation of this section in accordance with subsection (f).
- (f) Penalty. Any person who commits any act declared unlawful in this Article will be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court. If committed in the presence of a law enforcement officer, any act declared unlawful in this Article will be deemed an arrestable offense.

**SECTION 3. Codification.** This Ordinance shall be incorporated into the DeBary City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**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:** \_\_\_\_\_, 2021

**SECOND READING:** \_\_\_\_\_, 2021

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of DeBary, Florida.

CITY COUNCIL  
CITY OF DEBARY

\_\_\_\_\_  
Karen Chasez, Mayor

ATTEST:

\_\_\_\_\_  
Annette Hatch, CMC, City Clerk

Date: \_\_\_\_\_

SEAL



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Riviera Bella, Unit 9A	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Matt Boerger, Growth Management	
<b>Meeting Hearing Date:</b> December 1, 2021	

### **REQUEST**

A request to approve the second reading of Ordinance # 13-2021, adopting a special assessment for a street lighting district for Unit 9A of the Riviera Bella Subdivision.

### **PURPOSE**

To create a special assessment street lighting district for the platted subdivision within Riviera Bella, Unit 9A to finance the operations and maintenance of the installed street lights.

### **CONSIDERATIONS**

The Riviera Bella Home Owner's Association has requested that the City adopt a special assessment to provide continuous street lighting services and street light maintenance (collectively the "Streetlight Services") for the benefit of buildable lots within Unit 9A of the Riviera Bella subdivision, as described in that certain plat recorded in the Public Records of Volusia County, Plat Book 62, Pages 154 to 155.

The Proposed Ordinance # 13-2021, would establish a Special Assessment for Streetlight Services if approved by City Council. There are 49 lots within the Riviera Bella, Unit 9A subdivision.

Public notice was advertised in the Daytona Beach News Journal on Saturday, November 20th, 2021.

The total estimated costs for the first year of providing the Streetlight Services to the Benefitted Lots is \$6,321.00. Accordingly, the Streetlight Assessment for the first year shall be \$129.00 per buildable lot per year.

### **COST/FUNDING**

There is no direct cost to the City. The assessment fees will be collected by the City and transferred to the power company. The City collects a nominal administrative fee for the service of collecting and distributing fees.

### **RECOMMENDATION**

It is recommended that the City Council: Approve Ordinance # 13-2021, upon second reading, to establish a Special Assessment for Riviera Bella, Unit 9A.

### **IMPLEMENTATION**

The County will begin assessing the value of the properties after the first of the year.

**ATTACHMENTS**

- Ordinance
- Duke Energy cost estimate
- Plat
- Street lighting plan
- Parcel Numbers

**ORDINANCE NO. 13-2021**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA ADOPTING A NON-AD VALOREM SPECIAL ASSESSMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING STREETLIGHTS AND PROVIDING STREETLIGHT SERVICES FOR THE BENEFIT OF THE RESIDENTIAL LOTS WITHIN RIVIERA BELLA UNIT 9A SUBDIVISION; FINDING A SPECIAL BENEFIT TO THE ASSESSED LOTS; PROVIDING A DESCRIPTION OF THE REAL PROPERTY SUBJECT TO THE LEVY; ESTABLISHING THE LIEN ASSOCIATED WITH THE SPECIAL ASSESSMENT; PROVIDING ADDITIONAL AUTHORIZATIONS TO CITY STAFF; PROVIDING FOR METHODS OF PAYMENT AND COLLECTION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Bella Homeowners' Association has submitted that certain application requesting that the City adopt a special assessment to fund certain streetlight services for the benefit of the residential lots located in Unit 9A of the Riviera Bella Subdivision, as described in that certain plat for Riviera Bella Unit 9A recorded in the Volusia County public records at Plat Book 62, Page 154 and 155, which lots are described in the attached **Exhibit "A"** (the "Benefitted Lots"); and

**WHEREAS**, the City Council has determined that it is in the best interests of the Benefitted Lots and the residents of the Riviera Bella Unit 9A Subdivision for the City to construct and operate a streetlight system therein, to provide streetlight services to the Benefitted Lots, and to maintain, repair, replace, and construct new streetlights as deemed necessary by the City (collectively the "Streetlight Services"), and to fund the Streetlight Services by adopting a special assessment against the Benefitted Lots covering all yearly costs associated with the provision of the Streetlight Services and administration of the special assessment, including, but not limited to, costs of maintenance, repair, replacement, electricity, administrative costs, and legal fees, which special assessment may be re-adopted each year by resolution of the City Council or other appropriate means (the "Streetlight Assessment"); and

**WHEREAS**, prior to the final adoption of this Ordinance, the owners of the Benefitted Lots have been provided appropriate notice and the opportunity to appear and be heard on this matter; and

**WHEREAS**, the City Council finds that this Ordinance is in the best interests of the public health, safety, and welfare.

**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

**SECTION 2. Special Benefit.** The City Council hereby finds that the provision of the Streetlight Services and the imposition of the Streetlight Assessment will provide a special benefit to the Benefitted

Lots. The City Council finds that (a) a reasonable methodology has been applied in determining which parcels of property are specially benefitted by the Streetlight Services; (b) there is a logical relationship between the Streetlight Services and the benefit received by the Benefitted Lots; (c) each parcel specially benefitting from the Streetlight Services is included in the special assessment provided for herein; and (d) the unit of measurement referenced herein fairly and reasonably apportions the cost of the Streetlight Services among all of the Benefitted Lots proportionate to the special benefit received by the Benefitted Lot from the Streetlight Services.

**SECTION 3. Levy of Special Assessment.** There is hereby levied a non-ad valorem special assessment for the provision of the Streetlight Services against the Benefitted Lots, to be re-adopted annually by the City Council by resolution or other appropriate means, which Streetlight Assessment may consist of all yearly costs associated with the provision of the Streetlight Services and administration of the Streetlight Assessment, including but not limited to costs of maintenance, repair, replacement, electricity, administrative costs, and legal fees. Costs shall be apportioned among the Benefitted Lots based on the total costs of providing the Streetlight Services to the Benefitted Lots divided equally between buildable lots. The total estimated costs for the first year of providing the Streetlight Services to the Benefitted Lots is **\$6,321.00**. Accordingly, the Streetlight Assessment for the first year shall be **\$129.00** per buildable lot.

**SECTION 4. Cost Adjustment.** If the actual total costs for the first year are different from the estimates provided in Section 3 of this Ordinance for the Benefitted Lots, the City Manager or his or her designee is authorized to update the Streetlight Assessment to reflect the appropriate prorated cost to each Benefitted Lot, and the Streetlight Assessment shall consist of such updated costs. The foregoing may alternatively be accomplished by a resolution of the City Council. The City Council is authorized to adopt the Streetlight Assessment annually by resolution or other appropriate means, and may increase or decrease the Streetlight Assessment as appropriate.

**SECTION 5. Collection and Enforcement.** The Streetlight Assessment may be collected by the City or by the Volusia County Tax Collector using any legally available method of collection at any time after adoption of such assessment. Failure to pay the Streetlight Assessment within thirty (30) days of receipt of a bill from the City, or by the applicable deadline as required for payments to the Volusia County Tax Collector, shall result in the unpaid amounts becoming a lien against the applicable Benefitted Lot, regardless of whether such lien is recorded. To the extent allowable by law, such lien shall be coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims. Delinquent assessments may be collected by the City, Volusia County Tax Collector, or other appropriate party via any method available under the law.

**SECTION 6. Other Authorizations.** The proper officials and employees of the City are authorized to (a) do all things necessary to carry out the terms and conditions of this Ordinance and to provide for and administer the Streetlight Assessment, including but not limited to contracting with the Volusia County Property Appraiser and the Volusia County Tax Collector to administer the levy and collection of the Streetlight Assessment, provided that any such proposed agreements or contracts shall be presented to the City Council for its consideration; and (b) record a copy of this Ordinance or any other necessary papers in the Public Records of Volusia County, Florida to provide additional constructive notice



and preserve the status of the lien created hereby on all Benefitted Lots, including any subsequent purchasers of the Benefitted Lots.

**SECTION 7. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

**SECTION 8. 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 9. Effective Date.** This Ordinance shall be effective immediately upon adoption.

**FIRST READING:** \_\_\_\_\_, 2021

**SECOND READING:** \_\_\_\_\_, 2021

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of DeBary, Florida.

APPROVED:

CITY COUNCIL  
CITY OF DEBARY

\_\_\_\_\_  
Karen Chasez, Mayor

ATTESTED:

\_\_\_\_\_  
Annette Hatch, CMC, City Clerk



November 3, 2021

Elizabeth Bauer  
 Finance Director  
 City of Debarry  
 16 Colomba Rd  
 Debarry, FL 32713

**RE: Riviera Bella, Unit 9A, Work Order 38288401**

Elizabeth,

Per your request we have prepared a cost estimate to establish a new streetlight district for the above referenced subdivision as of **October 1st, 2022**. There will be no upfront cost to Special Assessments associated with this work. All new installations will be fed underground. The monthly rental would be as follows:

PROPOSED INVENTORY		Per Unit				Sub-Total
Qty	Product Description	Rental	Maint.	F & E	Unit Total	
12	50W LED Monticello 3K Type III	\$17.49	\$1.39	\$1.11	\$19.99	\$239.88
12	16' VICTORIAN II SNGL BLK PLBC16VB	\$12.49	\$0.00	\$0.00	\$12.49	\$149.88
Rental, Maintenance, F&E Totals:		\$359.76	\$16.68	\$13.32		
<b>Existing Estimated Monthly Rental</b>						<b>\$389.76</b>

The above estimate excludes any taxes that may apply. Please call me if you have any questions.

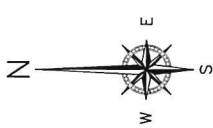
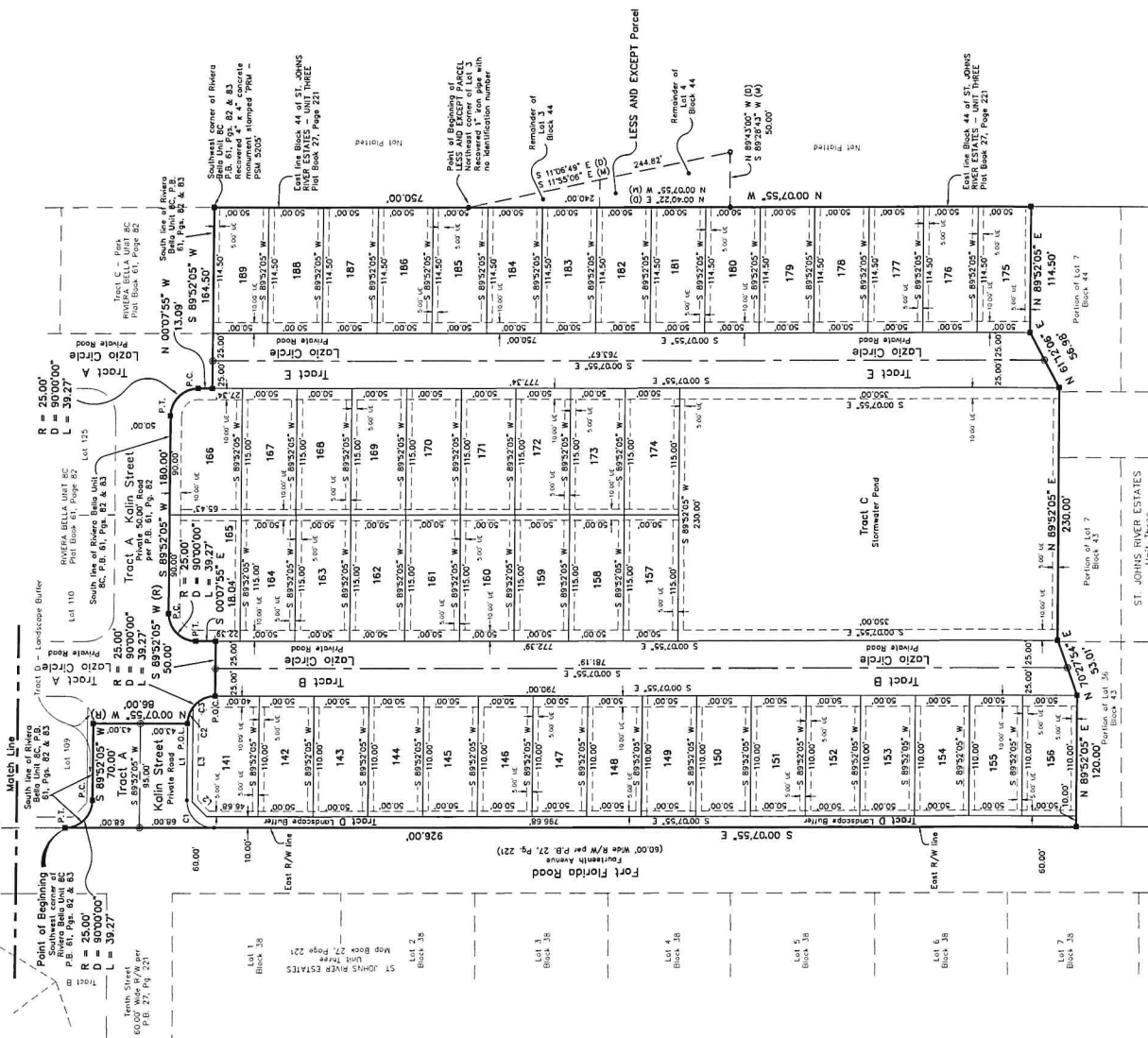
Thank you,  
 Javar Lawson  
 Outdoor Lighting Solutions  
 Phone: 407-942-9563  
 Email: Javar.Lawson@duke-energy.com





# RIVIERA BELLA UNIT 9A

A Replat of a portion of ST. JOHNS RIVER ESTATES - UNIT THREE,  
 Plat Book 27, Page 221  
 Section 6, Township 19 South, Range 30 East  
 City of DeBary, Volusia County, Florida



(IN FEET)  
 1 inch = 60 ft.

Note: See Sheet 1 of 2 for Plat Description, Property Description, and Notes

- Abbreviations and Legend**
- R/W - denotes right of way
  - O.B. - denotes official records
  - P.B. - denotes Plat Book
  - UE - denotes utility easement
  - R - denotes radius
  - L - denotes length
  - D - denotes delta angle
  - TB - denotes tangent bearing
  - P.I. - denotes point of intersection
  - P.C. - denotes point of curvature
  - P.T. - denotes point of tangency
  - P.O.C. - denotes point on curve
  - P.O.L. - denotes point on line
  - (NR) - denotes not radial
  - (R) - denotes road
  - - denotes monument (P.F.) Set nail and disk "5/8" x 3/8"
  - - denotes permanent reference monument (P.M.) Set "x" x 4" concrete monument with disk "5/8" x 3/8", unless otherwise noted
  - - denotes point of curvature or tangency
  - - denotes Recovered 1" iron pipe with no identification number

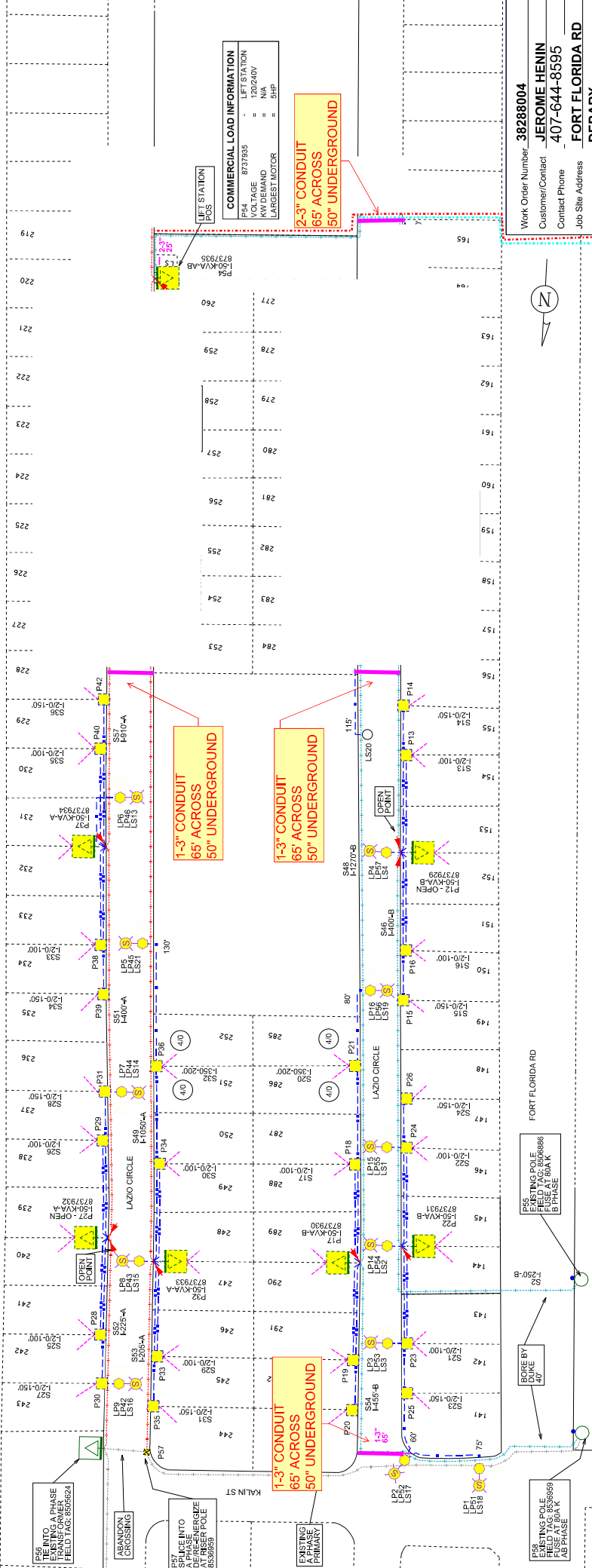
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**Benchmark Surveying & Mapping, LLC**  
 Certificate of Authorization Number - LB-7674  
 Post Office Box 771065, Winter Garden, Florida 34777-1065  
 3110 Red Fox Run, Kissimmee, Florida 34748  
 (407) 654-6183 - www.benchmarksurveyingandmapping.com



911 ADDRESS:  
 491 LAZIO CIR  
 DEBARY, FL 32713  
 DISTANCE FROM 911 TO SITE: 0 MILES  
 LAT/LONG: 28-87417, -81.35629

**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



**COMMERCIAL LOAD INFORMATION**

FEED	8737935	DEFINITION
VOLTAGE	= 120/240V	
KW DEMAND	= N/A	
LARGEST MOTOR	= 5HP	

**LEGEND**

- PAD MOUNTED TRANSFORMER (SOLID GREEN LINE MARKS FRONT OF TRANSFORMER)
- PULLBOX
- ABOVE GROUND PEDESTAL
- POLE AND STREET LIGHT
- ROAD CROSSING
- SECONDARY CABLE
- STREET LIGHT CABLE
- SERVICE CABLE
- 1/0 AL PRIMARY CABLE A PHASE
- 1/0 AL PRIMARY CABLE B PHASE
- 1/0 AL PRIMARY CABLE C PHASE
- 1/0 AL PRIMARY CABLE ABC PHASE

**QUANTITY OF LIGHT**

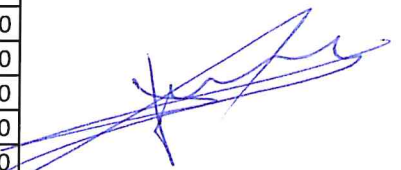
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LP18 -	8737876
LP19 -	8737877
LP20 -	8737878
LP21 -	8737879

**DUKE INSTALLED CONDUIT SYSTEM,  
 DEVELOPER INSTALLED ROAD CROSSINGS**

Work Order Number: **38288004**  
 Customer/Contact: **JEROME HENIN**  
 Contact Phone: **407-644-8595**  
 Job Site Address: **FORT FLORIDA RD**  
 City: **DEBARY**  
 County: **VOLUSIA**  
 State, Zip: **FL, 32713**  
 Designer: **ARIEL LLANES**  
 Designer Phone: **321-280-3528**  
 Circuit ID: **W0751**  
 Primary Voltage: **7.2**  
 Permit Required: **Yes**  
 Permit No.: **MOT**  
 Permit Type/No.: **CITY OF DEBARY**  
 Permit Type/No. 2:  
 Permit Type/No. 3:  
 Permit Type/No. 4:

DRAWN BY: JOEL ANDERSON  
 Sheet 1 OF 1  
 Scale = 1"=50'

Riviera Bella Unit 9A Street Addresses and Parcel Numbers					
Const Plan (OLD lot #)	Plat (NEW lot #)	Phase	Street #	Street Name	Parcel #
141	141	9A	911	Lazio Circle	9006-02-00-1410
142	142	9A	907	Lazio Circle	9006-02-00-1420
143	143	9A	903	Lazio Circle	9006-02-00-1430
144	144	9A	899	Lazio Circle	9006-02-00-1440
145	145	9A	895	Lazio Circle	9006-02-00-1450
146	146	9A	891	Lazio Circle	9006-02-00-1460
147	147	9A	887	Lazio Circle	9006-02-00-1470
148	148	9A	883	Lazio Circle	9006-02-00-1480
149	149	9A	879	Lazio Circle	9006-02-00-1490
150	150	9A	875	Lazio Circle	9006-02-00-1500
151	151	9A	871	Lazio Circle	9006-02-00-1510
152	152	9A	867	Lazio Circle	9006-02-00-1520
153	153	9A	863	Lazio Circle	9006-02-00-1530
154	154	9A	859	Lazio Circle	9006-02-00-1540
155	155	9A	855	Lazio Circle	9006-02-00-1550
156	156	9A	851	Lazio Circle	9006-02-00-1560
285	157	9A	878	Lazio Circle	9006-02-00-1570
286	158	9A	882	Lazio Circle	9006-02-00-1580
287	159	9A	886	Lazio Circle	9006-02-00-1590
288	160	9A	890	Lazio Circle	9006-02-00-1600
289	161	9A	894	Lazio Circle	9006-02-00-1610
290	162	9A	898	Lazio Circle	9006-02-00-1620
291	163	9A	902	Lazio Circle	9006-02-00-1630
292	164	9A	906	Lazio Circle	9006-02-00-1640
293	165	9A	910	Lazio Circle	9006-02-00-1650
244	166	9A	498	Lazio Circle	9006-02-00-1660
245	167	9A	502	Lazio Circle	9006-02-00-1670
246	168	9A	506	Lazio Circle	9006-02-00-1680
247	169	9A	510	Lazio Circle	9006-02-00-1690
248	170	9A	514	Lazio Circle	9006-02-00-1700
249	171	9A	518	Lazio Circle	9006-02-00-1710
250	172	9A	522	Lazio Circle	9006-02-00-1720
251	173	9A	526	Lazio Circle	9006-02-00-1730
252	174	9A	530	Lazio Circle	9006-02-00-1740
229	175	9A	555	Lazio Circle	9006-02-00-1750
230	176	9A	551	Lazio Circle	9006-02-00-1760
231	177	9A	547	Lazio Circle	9006-02-00-1770
232	178	9A	543	Lazio Circle	9006-02-00-1780
233	179	9A	539	Lazio Circle	9006-02-00-1790
234	180	9A	535	Lazio Circle	9006-02-00-1800
235	181	9A	531	Lazio Circle	9006-02-00-1810
236	182	9A	527	Lazio Circle	9006-02-00-1820
237	183	9A	523	Lazio Circle	9006-02-00-1830
238	184	9A	519	Lazio Circle	9006-02-00-1840
239	185	9A	515	Lazio Circle	9006-02-00-1850
240	186	9A	511	Lazio Circle	9006-02-00-1860
241	187	9A	507	Lazio Circle	9006-02-00-1870
242	188	9A	503	Lazio Circle	9006-02-00-1880
243	189	9A	499	Lazio Circle	9006-02-00-1890

  
10/5/2021



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

<p><b>Subject:</b> Resolution 2022-03; Support for Trail Town Designation Application</p> <p><b>From:</b> Shari Simmans, Economic Dev, Communications, &amp; Gov't Relations Director</p> <p><b>Meeting Hearing Date</b> 12/01/2021</p>	<p><b>Attachments:</b></p> <p><input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Supporting Documents/ Contracts</p> <p><input type="checkbox"/> Other</p>
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**REQUEST**

Staff is requesting City Council adopt Resolution 2022-03, providing support of the Trail Town Designation Application.

**PURPOSE**

The purpose is to confirm support for the trail town designation application with the Florida Department of Environmental Protection, Office of Greenways and Trails.

**CONSIDERATIONS**

- The City of DeBary is the Trail Hub of Central Florida. The Coast to Coast Trail, St. Johns River-to-Sea Loop, and the Heart of Florida Loop all converge in one location, DeBary.
- From their homes, DeBary residents have access to 660 miles of trails that link to St. Petersburg, Titusville, St. Augustine and Ocala.
- The Trail Town designation will enhance our marketing efforts and improve trail usage.

**COST/FUNDING**

No Cost for this Resolution.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution 2022-03, providing support of the Trail Town Designation Application.

**IMPLEMENTATION**

Resolution will be included with the application.

**ATTACHMENTS**

Resolution 2022-03



**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE CITY OF DeBARY, CONFIRMING SUPPORT FOR THE TRAIL TOWN DESIGNATION APPLICATION WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF GREENWAYS AND TRAILS.**

**WHEREAS,** The City of DeBary connects to the Spring to Spring Trail, the St. John’s River to Sea Loop, and the Coast to Coast Trail; and

**WHEREAS,** The City’s vision includes increasing accessibility to our trails; and

**WHEREAS,** The City desires to have opportunities to be recognized as an ecotourism community, and to promote the hundreds of miles of trails accessible from our area; and

**WHEREAS,** the City recognizes the value in being recognized as a Florida Trail Town, highlighting the City as a vibrant destination where trail users can venture off a hiking, biking, or paddling trail to enjoy the amenities and unique heritage of the community, benefiting the town economically and socially; and

**WHEREAS,** The City is submitting a formal application for Trail Town designation to the Florida Department of Environmental Protection-Office of Greenways and trails.

**IT IS HEREBY RESOLVED BY THE CITY OF DeBARY AS FOLLOWS:**

**SECTION 1.** The City Council of the City of DeBary does hereby support the Trail Town Designation Application.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City Council of the City of DeBary, Florida.

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**Karen Chasez, Mayor**

\_\_\_\_\_  
**Annette Hatch, CMC, City Clerk**

**SEAL**



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

<b>Subject:</b> Employee Health Insurance Renewals	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Wendy Cullen, Human Resource Director	
<b>Meeting Hearing Date:</b> December 1, 2021	

**REQUEST**

City staff requests City Council approve the employee health insurance plans recommended by staff for plan year January 1, 2022 – December 31, 2022.

**PURPOSE**

To offer the most cost-effective and favorable health insurance plans for eligible full-time employees with available funding.

**CONSIDERATIONS**

The City’s current benefits carrier for all lines of coverage is Cigna. The City provides medical, dental, vision, disability and \$50,000 of life insurance to all employees at no cost. Employees cover the majority of dependent coverage. When the City moved ancillary coverages to Cigna, Cigna provided a three-year rate guarantee for life insurance and disability through the 2022 plan year. As those costs are not changing for the 2022 plan year, this item will focus on the renewal of health, dental and vision insurance.

The City currently offers a High-Deductible Health Care plan with an individual deductible of \$1,500 and a family deductible of \$3,000. The coinsurance rate, after the deductible is met, is 90/10. Out of pocket maximums are \$2,600 and \$5,200, respectively. The City provides employees with a contribution to a health savings account in the amount of the employee only deductible of \$1,500. The total cost to the City for medical and dental coverage for 2021 was \$442,037.00.

Cigna initially offered a 15% increase in health insurance rates, a 4% increase in dental rates, and a 3% increase in vision. City staff directed our broker, Brown & Brown of Daytona Beach, to seek a reduction in those proposals. After negotiation, Cigna returned with an 8% increase in health, 2% increase in dental and 3% increase in vision.

City staff also directed Brown & Brown to market our business to other carriers. The results of that effort was disappointing. No other carrier offered a competitive option for our consideration. Plans similar to the current offering came with increases in excess of the 8% provided by Cigna. Any option

that provided for a lower rate increase drastically altered the coverage levels and would have resulted in much higher out-of-pocket costs for staff.

City staff, therefore, are recommending a renewal with Cigna group health insurance with an increase in rates at 8% for group health, 2% for dental and 3% for vision. All other lines of coverage will remain with Cigna at a flat rate for the 2022 plan year and have no financial impact.

**COST/FUNDING**

Funding for plans advocated by staff are within the budget set by City Council for the current fiscal year, which is a 15% increase from last year.

**RECOMMENDATION**

It is recommended City Council approve the proposed benefits program, including Health Savings Account contribution, for eligible full-time employees for plan year January 1, 2022 – December 31, 2022.

**IMPLEMENTATION**

January 1, 2022.

**ATTACHMENTS**

Summary of costs.

**CITY OF DEBARY 2022 EMPLOYEE HEALTH PLAN**

	<b>Current 2021</b>	<b>Budget 2021/2022</b>		<b>INITIAL Renewal Proposal 15%</b>	<b>REVISED Renewal Proposal 8%</b>
<b>Medical</b>					
Cigna	\$361,085.00	\$415,247.00		\$388,115.00	<b>\$364,448.00</b>
City H.S.A. Contribution	\$63,000.00	\$64,500.00		\$64,500.00	<b>\$64,500.00</b>
Total Medical	\$424,085.00	\$520,756.00		\$452,615.00	<b>\$428,948.00</b>
<b>Dental &amp; Vision</b>				4% & 3% inc.	<b>2% &amp; 3% inc.</b>
Cigna	\$17,952.00	\$20,644.80		\$17,136.36	<b>\$16,873.20</b>
<b>Totals:</b>	<b>\$442,037.00</b>	<b>\$541,400.80</b>		<b>\$469,751.36</b>	<b>\$445,821.20</b>

*Note: Renewal costs are based on current enrollment and may change during the calendar year based on employee population changes and life events.*



**A Proposal of Employee Benefits  
Coverage and Services**

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**City of Debarry**

**Erik Sayger, GBA**  
Account Executive

**Brittany Gurman**  
Account Manager

**Emily Plotz**  
Brokerage Assistant

Proposal Date: November 17, 2021

Effective Date: January 1, 2022

## **Brown & Brown**

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce, High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

### **Commitment to Our Clients**

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.

The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

#### **Phone**

(800) 877-2769

(386) 252-9601

#### **Address**

Brown & Brown of Florida, Inc.  
300 North Beach Street  
Daytona Beach, FL 32114

#### **Website**

[www.bbinsurance.com](http://www.bbinsurance.com)

NYSE Listed: BRO

## Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your in force coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBD must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

### Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

## **CURRENT GUIDE TO BEST'S RATINGS**

### **Best's Rating:**

*Represents an opinion based on a company's financial strength, operating performance and market profile*

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

### **Outlooks:**

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

### **Not Rated Companies:**

NR = Companies that are not rated by A.M. Best

### **Rating Modifiers:**

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

### **Financial Size Categories:**

*Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:*

FSC I less than 1	less than 1 mill	FSC IX	250 to 500
FSC II 1 to 2	1 to 2	FSC X	500 to 750
FSC III 2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV 5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V 10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI 25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII 50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII 100 to 250	100 to 250	" -- "	unknown / not rated



## A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

**The insurance company providing coverage has the following A.M. Best Financial Rating:**

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

**Not Rated Companies:**

NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address	Provider Directory
Blue Cross and Blue Shield of Florida, Inc. (dba Florida Blue)	A+	XV	<a href="http://www.floridablue.com">www.floridablue.com</a>	Yes
Cigna Health and Life Insurance Company Cigna HealthCare of Florida, Inc.	A	XV	<a href="http://www.cigna.com">www.cigna.com</a>	Yes
CIGNA HealthCare (underwritten by Life Ins Co of North America)	A	XV	<a href="http://www.cigna.com">www.cigna.com</a>	Yes
UnitedHealthcare Insurance Company (Insurance Paper)	A	XV	<a href="http://www.uhc.com">www.uhc.com</a>	Yes

## **NOTICE OF CARRIER FINANCIAL STATUS**

Brown & Brown makes every attempt to place coverage with carriers rated A- or better\* through AM Best ([www.ambest.com](http://www.ambest.com)), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website ([www.ambest.com](http://www.ambest.com)), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 386-252-9601 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

**Carrier Requirements  
Small Group (20-50)**

**Cigna Health and Life Insurance**

**Current**

**Please Note:**

**If you are moving your coverage to a new carrier, please do not cancel your in force coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.**

**These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.**

## FEDERAL COMPLIANCE WARNING

### Summary Plan Descriptions (SPDs) Must Be Distributed to Your Plan Participants

#### The Problem

ERISA (the federal Employee Retirement Income Security Act) requires employers who are plan administrators of their group health plans to comply with 2 important requirements or risk potential penalties and possible audits:

1. Maintain and distribute Summary Plan Descriptions (SPDs) to plan participants which accurately reflect the contents of the plan and which include specific information as required under federal law.

2. Group health plans must be administered in accordance with a written Plan Document which must be made available to plan participants and beneficiaries upon request.

Many companies mistakenly assume that insurance contracts, certificates of insurance and benefits summaries fulfill the ERISA requirements for an SPD and Plan Document—but they don't include the required or recommended provisions that protect the plan and the employer.

#### Penalties for Non-Compliance

Employers/plan administrators may be liable for serious penalties if they don't provide an SPD or have a current Plan Document:

- Failure to provide an SPD or Plan Document within 30 days of receiving a request from a plan participant or beneficiary can result in a penalty of up to \$110/day per participant or beneficiary for each violation.
- Lack of an SPD could trigger a plan audit by the U.S. Department of Labor (DOL).
- The DOL has increased its audit staff and national enforcement initiatives to investigate employers' compliance with Health Care Reform, resulting in companies of all sizes being audited and being required to provide an SPD and Plan Document.

#### The Solution

Typically, the cost to develop an SPD and Plan Document can be very expensive—but we have solved this problem with a sophisticated system developed together with a major ERISA law firm that makes it easy and economical to comply with federal requirements.

Brown & Brown Daytona Beach Retail will provide you with a Wrap SPD and Wrap Plan Document which are designed to wrap around existing certificates of insurance and benefit plan booklets to provide the required provisions and information necessary to comply with ERISA. To be compliant, the Wrap SPD and accompanying benefit plan component documents must be distributed to plan participants. Our document compliance solution includes the following benefits:

- Customized Wrap SPD and Wrap Plan Document that provide the required ERISA provisions and information that will help you achieve compliance.
- Distribution guidelines that explain how and when to provide these compliance documents to your plan participants.
- The ability to keep your documents current and updated should the federal government issue new amendments or if plan information needs to be changed.

PCP Plan Documents—IRS Requirement [NOTE: Only include this paragraph if applicable.]

A Premium Conversion Plan (PCP) is a type of cafeteria plan under Internal Revenue Code Section 125. It provides employees with an opportunity to make their required employee contributions for certain benefits on a pre-tax basis. Under the Code, a PCP must have a written plan document. If you provide this type of benefit to your employees and your business is audited by the IRS, this is one of the documents they will probably request. As part of our services, we can generate a PCP Plan Document and SPD to help you avoid adverse consequences in the event of an IRS audit.

#### Cost:

- ERISA Wrap Document & Summary Plan Description - \$150
- Cafeteria Plan/Premium Conversion Plan - \$50
- Updates/Summary of Material Modification - \$100

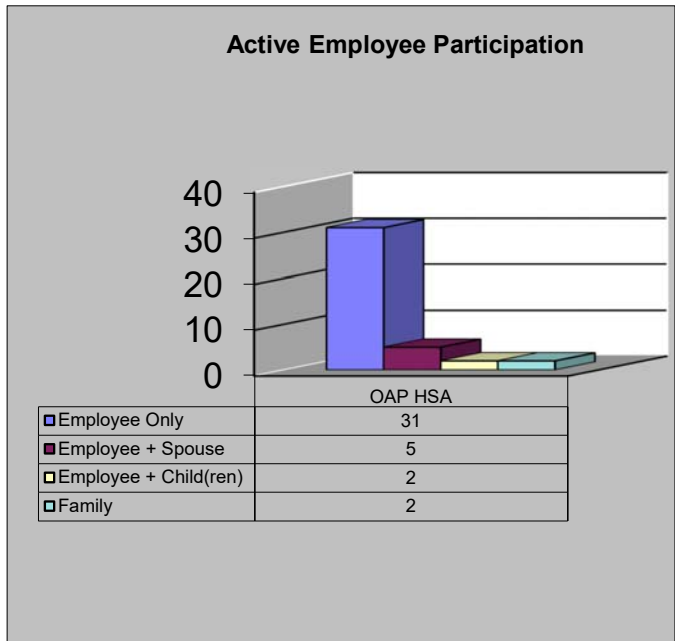
**City of Debary**

**MEDICAL PARTICIPATION OVERVIEW**

Enrollment Data	Current/Renewal	
	OAP HSA	
Employee Only	31	<b>31</b>
Employee + Spouse	5	<b>5</b>
Employee + Child(ren)	2	<b>2</b>
Family	2	<b>2</b>
<b>Total</b>	<b>40</b>	<b>40</b>

Declining Medical (waivers only)	0
Participation	100.00%

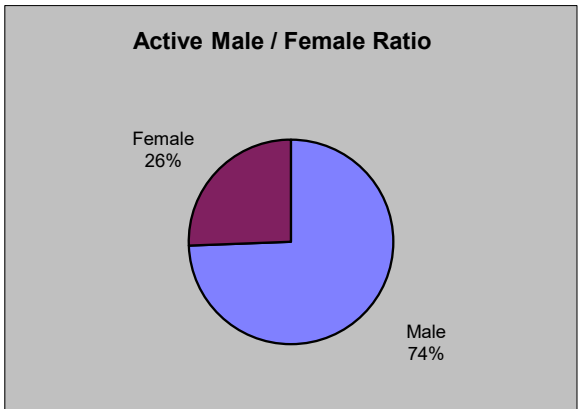
*(participation does not include employees with other coverage)*



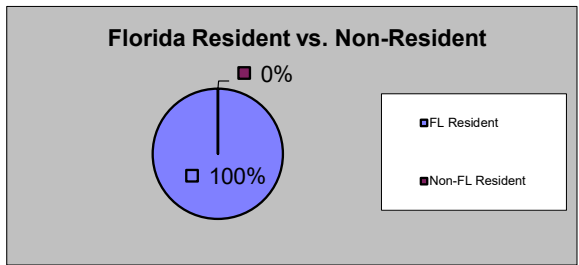
*(Includes all employees)*

Male	Female
32	11

Average Age
46



FL Resident	43
Non-FL Resident	0



## Marketing Summary

### Medical

Cigna	Current
BlueCross BlueShield	See Proposal
UnitedHealthcare	See Proposal

### Dental

Cigna	Current
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### Vision

Cigna	Current
-------	---------

### Life & Voluntary Life

Cigna	Current
-------	---------

### Disability

Cigna	Current
-------	---------

Executive Summary of Medical & Prescription Drug Coverage

City of Debarry  
January 1, 2022- December 31, 2022

	Current			Renewal			
Vendor	Cigna			Cigna			
Plan Name	OAP HSA			OAP HSA			
Plan Type	Level Funded HSA - POS			Level Funded HSA - POS			
Plan Details	Network			Network			
	Single	Family		Single	Family		
Plan Deductible:	\$1,500	\$3,000		\$1,500	\$3,000		
Embedded Deductible:	No			No			
Calendar or Policy Year:	Calendar			Calendar			
Coinsurance:	10%			10%			
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$2,600	\$5,200		\$2,600	\$5,200		
Physician Services	Yes, Yes, Yes			Yes, Yes, Yes			
Office Visit:	Deductible + Coinsurance			Deductible + Coinsurance			
Specialist:	Deductible + Coinsurance			Deductible + Coinsurance			
Chiropractic:	Deductible + Coinsurance			Deductible + Coinsurance			
Virtual Visits:	Deductible + Coinsurance			Deductible + Coinsurance			
Hospital / Emergency Services							
Inpatient Hospital Per Admission:	Deductible + Coinsurance			Deductible + Coinsurance			
Emergency Room:	Deductible + Coinsurance			Deductible + Coinsurance			
Urgent Care:	Deductible + Coinsurance			Deductible + Coinsurance			
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + Coinsurance			
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance			
Diagnostic Services							
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance			Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + Coinsurance			
Prescription Drug							
Deductible:	Calendar Year			Calendar Year			
Prescription Tier:	\$10   \$50   \$80			\$10   \$50   \$80			
Mail Order Prescription (90 Day Supply):	2.5x's Copay			2.5x's Copay			
Non-Network Plan Details	Non-Network			Non-Network			
Plan Deductible:	\$3,000	\$6,000		\$3,000	\$6,000		
Coinsurance:	50%			50%			
Maximum Out-of-Pocket:	\$5,200	\$10,400		\$5,200	\$10,400		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			
Plan Rates   Current Enrollment							
		Insurance & Admin	Claims Funding	Total			
Employee:	31	\$259.87	\$395.52	\$655.39	\$296.63	\$457.07	\$753.70
Employee + Spouse:	5	\$519.73	\$791.05	\$1,310.78	\$593.25	\$914.15	\$1,507.40
Employee + Child(ren):	2	\$480.71	\$731.73	\$1,212.44	\$548.81	\$845.56	\$1,394.37
Family:	2	\$740.68	\$1,127.43	\$1,868.11	\$845.42	\$1,302.83	\$2,148.25
Estimated Monthly Premiums:	40	\$13,097	\$19,935	\$33,032	\$14,950	\$23,037	\$37,987
Estimated Annual Premiums:		\$157,169	\$239,216	\$396,385	\$179,403	\$276,440	\$455,843
PEPY			\$9,910			\$11,396	
Rate Change from Current (%):						15.0%	
Rate Change from Current (\$):						\$59,458	

ISL: \$30,000  
Corridor Factor: 120%  
Funding Agreement: 50%/50%

ISL: \$30,000  
Corridor Factor: 120%  
Funding Agreement: 50%/50%

Executive Summary of Medical & Prescription Drug Coverage

City of Debarry  
January 1, 2022- December 31, 2022

	Current			**Revised Rates** Renewal			
Vendor	Cigna			Cigna			
Plan Name	OAP HSA			OAP HSA			
Plan Type	Level Funded HSA - POS			Level Funded HSA - POS			
Plan Details	Network			Network			
	Single	Family		Single	Family		
Plan Deductible:	\$1,500	\$3,000		\$1,500	\$3,000		
Embedded Deductible:	No			No			
Calendar or Policy Year:	Calendar			Calendar			
Coinsurance:	10%			10%			
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$2,600	\$5,200		\$2,600	\$5,200		
Physician Services	Yes, Yes, Yes			Yes, Yes, Yes			
Office Visit:	Deductible + Coinsurance			Deductible + Coinsurance			
Specialist:	Deductible + Coinsurance			Deductible + Coinsurance			
Chiropractic:	Deductible + Coinsurance			Deductible + Coinsurance			
Virtual Visits:	Deductible + Coinsurance			Deductible + Coinsurance			
Hospital / Emergency Services							
Inpatient Hospital Per Admission:	Deductible + Coinsurance			Deductible + Coinsurance			
Emergency Room:	Deductible + Coinsurance			Deductible + Coinsurance			
Urgent Care:	Deductible + Coinsurance			Deductible + Coinsurance			
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + Coinsurance			
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance			
Diagnostic Services							
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance			Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + Coinsurance			
Prescription Drug							
Deductible:	Calendar Year			Calendar Year			
Prescription Tier:	\$10   \$50   \$80			\$10   \$50   \$80			
Mail Order Prescription (90 Day Supply):	2.5x's Copay			2.5x's Copay			
Non-Network Plan Details	Non-Network			Non-Network			
Plan Deductible:	\$3,000	\$6,000		\$3,000	\$6,000		
Coinsurance:	50%			50%			
Maximum Out-of-Pocket:	\$5,200	\$10,400		\$5,200	\$10,400		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			
Plan Rates   Current Enrollment		Insurance & Admin	Claims Funding	Total	Insurance & Admin	Claims Funding	Total
Employee:	31	\$259.87	\$395.52	\$655.39	\$268.72	\$439.02	\$707.74
Employee + Spouse:	5	\$519.73	\$791.05	\$1,310.78	\$537.45	\$878.04	\$1,415.49
Employee + Child(ren):	2	\$480.71	\$731.73	\$1,212.44	\$497.19	\$812.16	\$1,309.35
Family:	2	\$740.68	\$1,127.43	\$1,868.11	\$765.89	\$1,251.37	\$2,017.26
Estimated Monthly Premiums:	40	\$13,097	\$19,935	\$33,032	\$13,544	\$22,127	\$35,671
Estimated Annual Premiums:		\$157,169	\$239,216	\$396,385	\$162,525	\$265,523	\$428,047
PEPY			\$9,910			\$10,701	
Rate Change from Current (%):						8.0%	
Rate Change from Current (\$):						\$31,662	

ISL: \$30,000  
Corridor Factor: 120%  
Funding Agreement: 50%/50%

ISL: \$30,000  
Corridor Factor: 120%  
Funding Agreement: 50%/50%



Executive Summary of Medical & Prescription Drug Coverage  
 City of Debary  
 January 1, 2022- December 31, 2022

Alternate 1

Vendor	BlueCross BlueShield		BlueCross BlueShield		BlueCross BlueShield		BlueCross BlueShield	
Plan Name	16254		14306		14256		21202	
Network	BlueCare		BlueCare		BlueCare		BlueOptions Essential	
Plan Type	HMO		HMO		HMO		HSA - PPO	
Plan Details	Network		Network		Network		Network	
	Single	Family	Single	Family	Single	Family	Single	Family
Plan Deductible	\$2,000	\$4,000	\$1,500	\$3,000	\$1,000	\$3,000	\$1,600	\$3,200
Embedded Deductible:	Yes		Yes		Yes		Yes	
Calendar or Policy Year:	Calendar		Calendar		Calendar		Calendar	
Coinsurance:	0%		50%		20%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$6,200	\$12,400	\$7,000	\$14,000	\$4,500	\$9,000	\$3,100	\$6,200
Physician Services	Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Office Visit:	\$20		\$40		\$20		Deductible + Coinsurance	
Specialist:	\$45		\$85		\$45		Deductible + Coinsurance	
Chiropractic:	\$45		\$85		\$45		Deductible + Coinsurance	
Virtual Visits:	\$0 (PCP)   \$45 (Specialist)		\$0 (PCP)   \$85 (Specialist)		\$0 (PCP)   \$45 (Specialist)		Deductible + Coinsurance	
<u>Hospital / Emergency Services</u>								
Inpatient Hospital Per Admission:	Deductible + \$350		Deductible + Coinsurance		\$500/ day (\$2500 Max)		Deductible + Coinsurance	
Emergency Room:	Deductible + \$350		Deductible + Coinsurance		\$350		Deductible + Coinsurance	
Urgent Care:	\$50		\$90		\$50		Deductible + Coinsurance	
Outpatient Surgical Facility:	\$250		Deductible + Coinsurance		\$350		Deductible + Coinsurance	
Ambulatory Surgery Center:	\$100		\$400		\$200		Deductible + Coinsurance	
<u>Diagnostic Services</u>								
Lab & X-Ray Outpatient:	\$50 (Lab)   \$60 (X-ray)		\$0 (Lab)   \$150 (X-ray)		\$25 (Lab)   \$100 (X-ray)		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	\$150		\$300		\$250		Deductible + Coinsurance	
<u>Prescription Drug</u>								
Deductible:	N/A		N/A		N/A		Calendar Year	
Prescription Tier:	\$4   \$10   \$15   \$30   \$50   \$200		\$4   \$15   \$50   \$100   \$200   \$300		\$4   \$15   \$30   \$60   \$100   \$200		\$4*   \$10   \$15*   \$30   \$50   \$150	
Mail Order Prescription (90 Day Supply):	2x's Copay		2x's Copay		2x's Copay		2x's Copay	
<u>Non-Network Plan Details</u>	Non-Network		Non-Network		Non-Network		Non-Network	
Plan Deductible	N/A		N/A		N/A		\$3,200	
Coinsurance:	N/A		N/A		N/A		50%	
Maximum Out-of-Pocket:	N/A		N/A		N/A		\$6,200	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A		N/A	

Plan Rates   Current Enrollment	Current		Alternate 1		Current		Alternate 1		Current		Alternate 1	
Employee:	31	\$655.39	\$729.11	31	\$655.39	\$659.51	31	\$655.39	\$745.62	31	\$655.39	\$751.94
Employee + Spouse:	5	\$1,310.78	\$1,458.22	5	\$1,310.78	\$1,319.01	5	\$1,310.78	\$1,491.24	5	\$1,310.78	\$1,503.88
Employee + Child(ren):	2	\$1,212.44	\$1,348.85	2	\$1,212.44	\$1,220.08	2	\$1,212.44	\$1,379.40	2	\$1,212.44	\$1,391.09
Family:	2	\$1,868.11	\$2,077.96	2	\$1,868.11	\$1,879.59	2	\$1,868.11	\$2,125.02	2	\$1,868.11	\$2,143.03
Estimated Monthly Premiums:	40	\$33,032	\$36,747	40	\$33,032	\$33,239	40	\$33,032	\$37,579	40	\$33,032	\$37,898
Estimated Annual Premiums:		<b>\$396,385</b>	<b>\$440,966</b>		<b>\$396,385</b>	<b>\$398,870</b>		<b>\$396,385</b>	<b>\$450,951</b>		<b>\$396,385</b>	<b>\$454,773</b>
Rate Change from Current (%):			11.2%			0.6%			13.8%			14.7%

Current	Alternate 1
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Estimated Grand Total Annual Premiums:	<b>\$1,585,540</b>	<b>\$1,745,560</b>
PEPY	\$9,910	\$10,910
Rate Change from Current (%):		10.1%
Rate Change from Current (\$):		\$160,020

Notes: \*Deductible Waived

Executive Summary of Medical & Prescription Drug Coverage

City of DeBary

January 1, 2022- December 31, 2022

Alternate 1																
Vendor	Neighborhood Health Partnership				UnitedHealthcare				Neighborhood Health Partnership				UnitedHealthcare			
Plan Name	COJW / RX NH2Y				RX FL9L				COJT / RX NH2Y				COIS / RX L27Y			
Network	NHP - HMO				Choice				NHP - HMO				Choice Plus			
Plan Type	HMO				HSA - HMO				HMO				HSA - INS			
Plan Details	Network				Network				Network				Network			
	Single		Family		Single		Family		Single		Family		Single		Family	
Plan Deductible	\$2,500		\$5,000		\$7,000		\$14,000		\$500		\$1,000		\$4,000		\$8,000	
Embedded Deductible:	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Calendar or Policy Year:	Calendar		Calendar		Calendar		Calendar		Calendar		Calendar		Calendar		Calendar	
Coinsurance:	0%		0%		0%		0%		50%		50%		20%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$5,000		\$10,000		\$7,000		\$14,000		\$6,500		\$13,000		\$7,000		\$14,000	
Physician Services	Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Office Visit:	\$25		\$25		Deductible		Deductible		\$35		\$35		Deductible + Coinsurance		Deductible + Coinsurance	
Specialist:	\$90		\$90		Deductible		Deductible		\$85		\$85		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic:	\$25		\$25		Deductible		Deductible		\$35		\$35		Deductible + Coinsurance		Deductible + Coinsurance	
Virtual Visits:	\$0		\$0		Deductible		Deductible		\$0		\$0		Deductible + Coinsurance		Deductible + Coinsurance	
Hospital / Emergency Services																
Inpatient Hospital Per Admission:	\$750 / day ( \$3,750 Max)		\$750 / day ( \$3,750 Max)		Deductible		Deductible		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room:	\$650		\$650		Deductible		Deductible		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Urgent Care:	\$75		\$75		Deductible		Deductible		\$75		\$75		Deductible + Coinsurance		Deductible + Coinsurance	
Outpatient Surgical Facility:	\$750		\$750		Deductible		Deductible		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	\$750		\$750		Deductible		Deductible		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services																
Lab & X-Ray Outpatient:	Deductible		Deductible		Ded (Design. Lab)   Ded + 50% (Net Lab)		Ded (X-ray)		Deductible + Coinsurance		Deductible + Coinsurance		Ded + Coins (Design. Lab)   Ded + 50% (Net Lab)		Ded + Coins (X-ray)	
Advanced Imaging Services (MRI, MRA, PET, CT):	\$500 (Design. Net)   \$500 + Ded + 50% (Net)		\$500 (Design. Net)   \$500 + Ded + 50% (Net)		Ded (Design. Net)   \$500 + Ded + 50% (Net)		Ded (Design. Net)   \$500 + Ded + 50% (Net)		Ded + Coins (Design. Net)   \$500 + Ded + Coins (Net)		Ded + Coins (Design. Net)   \$500 + Ded + Coins (Net)		Ded + Coins (Design. Net)   \$500 + Ded + 50% (Net)		Ded + Coins (Design. Net)   \$500 + Ded + 50% (Net)	
Prescription Drug																
Deductible:	N/A		N/A		Calendar Year		Calendar Year		N/A		N/A		Calendar Year		Calendar Year	
Prescription Tier:	\$10   \$40   \$140   \$300		\$10   \$40   \$140   \$300		Deductible		Deductible		\$10   \$40   \$140   \$300		\$10   \$40   \$140   \$300		\$10   \$40   \$150   \$300		\$10   \$40   \$150   \$300	
Prescription Tier: Specialty	\$10   \$40   \$140   \$500		\$10   \$40   \$140   \$500		N/A		N/A		\$10   \$40   \$140   \$500		\$10   \$40   \$140   \$500		\$10   \$40   \$150   \$500		\$10   \$40   \$150   \$500	
Mail Order Prescription (90 Day Supply):	2.5x's Copay		2.5x's Copay		Deductible		Deductible		2.5x's Copay		2.5x's Copay		2.5x's Copay		2.5x's Copay	
Non-Network Plan Details	Non-Network		Non-Network		Non-Network		Non-Network		Non-Network		Non-Network		Non-Network		Non-Network	
Plan Deductible	N/A		N/A		N/A		N/A		N/A		N/A		\$9,000		\$18,000	
Coinsurance:	N/A		N/A		N/A		N/A		N/A		N/A		40%		40%	
Maximum Out-of-Pocket:	N/A		N/A		N/A		N/A		N/A		N/A		\$18,000		\$36,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Plan Rates   Current Enrollment		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1	
Employee:	31	\$655.39	\$705.03	31	\$655.39	\$624.41	31	\$655.39	\$651.53	31	\$655.39	\$732.62		\$655.39	\$732.62	
Employee + Spouse:	5	\$1,310.78	\$1,410.06	5	\$1,310.78	\$1,248.82	5	\$1,310.78	\$1,303.06	5	\$1,310.78	\$1,465.24		\$1,310.78	\$1,465.24	
Employee + Child(ren):	2	\$1,212.44	\$1,304.31	2	\$1,212.44	\$1,155.16	2	\$1,212.44	\$1,205.33	2	\$1,212.44	\$1,355.35		\$1,212.44	\$1,355.35	
Family:	2	\$1,868.11	\$2,009.34	2	\$1,868.11	\$1,779.57	2	\$1,868.11	\$1,856.86	2	\$1,868.11	\$2,087.97		\$1,868.11	\$2,087.97	
Estimated Monthly Premiums:	40	\$33,032	\$35,534	40	\$33,032	\$31,470	40	\$33,032	\$32,837	40	\$33,032	\$36,924		\$33,032	\$36,924	
Estimated Annual Premiums:		\$396,385	\$426,402		\$396,385	\$377,643		\$396,385	\$394,045		\$396,385	\$443,089		\$396,385	\$443,089	
Rate Change from Current (%):			7.6%			-4.7%			-0.6%			11.8%			11.8%	
		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1		Current	Alternate 1	
Estimated Grand Total Annual Premiums:		\$1,585,540	\$1,641,180		\$1,585,540	\$1,518,180		\$1,585,540	\$1,578,180		\$1,585,540	\$1,758,180		\$1,585,540	\$1,758,180	
PEPY		\$9,910	\$10,257		\$9,910	\$10,257		\$9,910	\$10,257		\$9,910	\$10,257		\$9,910	\$10,257	
Rate Change from Current (%):			3.5%			0.0%			0.0%			0.0%			0.0%	
Rate Change from Current (\$):			\$55,639			\$55,639			\$55,639			\$55,639			\$55,639	

Notes:

Executive Summary of Dental Coverage  
 City of Debarry  
 January 1, 2022- December 31, 2022

	Current   Renewal					
Vendor	Cigna		Cigna			
Network:	Cigna Dental PPO Network High Plan		Cigna Dental PPO Network Low Plan			
Plan Name:	Network		Network			
Plan Details	Single	Family	Single	Family		
Coinsurance Percentage (Preventive   Basic   Major   Ortho):	100%   80%   50%		100%   80%   50%			
Deductible (Family Maximum):	\$0	\$0	\$0	\$0		
Deductible Waived for Preventive:	N/A		N/A			
Calendar or Policy Year Maximum:	\$1,750		\$1,250			
Orthodontic Lifetime Maximum:	N/A		N/A			
Included Adult Ortho:	N/A		N/A			
Dental Services	Benefit Level	Frequency	Benefit Level	Frequency		
Routine Exam & Cleaning:	Preventive	2 per year	Preventive	2 per year		
Fluoride Treatment:	Preventive	1 per yr, under 19	Preventive	1 per yr, under 19		
X-Ray (Bitewings):	Preventive	2 per year	Preventive	2 per year		
X-Ray (Full Mouth):	Preventive	1 per 3 years	Preventive	1 per 3 years		
Sealants:	Preventive	1 per 3 years, to 14	Preventive	1 per 3 years, to 14		
Fillings:	Basic		Basic			
Oral Surgery (Simple):	Basic		Basic			
Oral Surgery (Complex):	Major		Major			
Root Canal Therapy:	Basic		Basic			
Periodontal Scaling:	Basic		Basic			
Periodontal Surgery:	Basic		Basic			
Crowns:	Major	1 per 5 years	Major	1 per 5 years		
Bridges:	Major	1 per 5 years	Major	1 per 5 years		
Dentures:	Major	1 per 5 years	Major	1 per 5 years		
Implants:	Not Covered		Not Covered			
Non-Network Details	Non-Network		Non-Network			
Coinsurance Percentage (Preventive   Basic   Major   Ortho):	100%   80%   50%		100%   80%   50%			
Deductible (Family Maximum):	\$0	\$0	\$0	\$0		
Deductible Waived for Preventive:	N/A		N/A			
Calendar Year Maximum:	\$1,750		\$1,250			
Percent of UCR:	MAC		MAC			
Waiting Periods:	None		None			
Late Entrant Penalties:	12 Months, Major 50%		12 Months, Major 50%			
Allows Annual Open Enrollment:	Yes		Yes			
Included Rollover:	No		No			
Employer Contribution:	0%		0%			
Participation Requirement:	25%		25%			
Rate Guarantee:	1 Year (01/01/2022-12/31/2022)		1 Year (01/01/2022 - 12/31/2022)			
Plan Rates   Current Enrollment	Current	Renewal	Current	Renewal		
Employee:	15	\$27.13	\$28.22	13	\$25.13	\$26.14
Employee + 1 :	5	\$53.59	\$55.73	1	\$49.70	\$51.69
Employee + 2 or more	5	\$95.26	\$99.07	2	\$89.25	\$92.82
Total:	25			16		
Estimated Monthly Premiums:	\$1,151	\$1,197	\$555	\$577		
Estimated Annual Premiums:	\$13,814	\$14,368	\$6,659	\$6,926		
Rate Change from Current:		4.0%		4.0%		
	Current	Renewal				
Estimated Grand Total Annual Premiums:	\$20,473	\$21,293				
PEPY		\$519				
Rate Change from Current (%):		4.0%				
Rate Change from Current (\$):		\$820				

Notes:

Executive Summary of Dental Coverage  
 City of Debarry  
 January 1, 2022- December 31, 2022

**\*\*Revised Rates\*\***

Current | Renewal

Vendor	Cigna		Cigna			
Network:	Cigna Dental PPO Network High Plan		Cigna Dental PPO Network Low Plan			
Plan Name:	High Plan		Low Plan			
Plan Details	Network		Network			
	Single	Family	Single	Family		
Coinsurance Percentage (Preventive   Basic   Major   Ortho):	100%   80%   50%		100%   80%   50%			
Deductible (Family Maximum):	\$0	\$0	\$0	\$0		
Deductible Waived for Preventive:	N/A		N/A			
Calendar or Policy Year Maximum:	\$1,750		\$1,250			
Orthodontic Lifetime Maximum:	N/A		N/A			
Included Adult Ortho:	N/A		N/A			
Dental Services	Benefit Level	Frequency	Benefit Level	Frequency		
Routine Exam & Cleaning:	Preventive	2 per year	Preventive	2 per year		
Fluoride Treatment:	Preventive	1 per yr, under 19	Preventive	1 per yr, under 19		
X-Ray (Bitewings):	Preventive	2 per year	Preventive	2 per year		
X-Ray (Full Mouth):	Preventive	1 per 3 years	Preventive	1 per 3 years		
Sealants:	Preventive	1 per 3 years, to 14	Preventive	1 per 3 years, to 14		
Fillings:	Basic		Basic			
Oral Surgery (Simple):	Basic		Basic			
Oral Surgery (Complex):	Major		Major			
Root Canal Therapy:	Basic		Basic			
Periodontal Scaling:	Basic		Basic			
Periodontal Surgery:	Basic		Basic			
Crowns:	Major	1 per 5 years	Major	1 per 5 years		
Bridges:	Major	1 per 5 years	Major	1 per 5 years		
Dentures:	Major	1 per 5 years	Major	1 per 5 years		
Implants:	Not Covered		Not Covered			
Non-Network Details	Non-Network		Non-Network			
Coinsurance Percentage (Preventive   Basic   Major   Ortho):	100%   80%   50%		100%   80%   50%			
Deductible (Family Maximum):	\$0	\$0	\$0	\$0		
Deductible Waived for Preventive:	N/A		N/A			
Calendar Year Maximum:	\$1,750		\$1,250			
Percent of UCR:	MAC		MAC			
Waiting Periods:	None		None			
Late Entrant Penalties:	12 Months, Major 50%		12 Months, Major 50%			
Allows Annual Open Enrollment:	Yes		Yes			
Included Rollover:	No		No			
Employer Contribution:	0%		0%			
Participation Requirement:	25%		25%			
Rate Guarantee:	1 Year (01/01/2022-12/31/2022)		1 Year (01/01/2022 - 12/31/2022)			
Plan Rates   Current Enrollment	Current	Renewal	Current	Renewal		
Employee:	15	\$27.13	\$27.67	13	\$25.13	\$25.63
Employee + 1 :	5	\$53.59	\$54.66	1	\$49.70	\$50.69
Employee + 2 or more	5	\$95.26	\$97.17	2	\$89.25	\$91.04
Total:	25			16		
Estimated Monthly Premiums:	\$1,151	\$1,174	\$555	\$566		
Estimated Annual Premiums:	\$13,814	\$14,090	\$6,659	\$6,792		
Rate Change from Current:		2.0%		2.0%		
	Current	Renewal				
Estimated Grand Total Annual Premiums:	\$20,473	\$20,882				
PEPY		\$509				
Rate Change from Current (%):		2.0%				
Rate Change from Current (\$):		\$409				

Notes:

Executive Summary of Vision Coverage

City of Debarry

January 1, 2022- December 31, 2022

	Current   Renewal	
Vendor	Cigna	
Network	Cigna	
Plan Name	PPO	
Copays	<b>Network</b>	
Exam:	\$10	
Materials:	\$25	
Contact Fitting & Follow-up:	N/A	
Frequencies		
Exams:	12 months	
Lenses:	12 months	
Frames:	12 months	
Contacts:	12 months	
Allowances		
Frames:	\$130	
Contact (Elective):	\$130	
Contact (Medically Necessary):	Covered in Full	
Non-Network Allowances	<b>Non-Network</b>	
Exam:	Up to \$45	
Single Vision:	Up to \$32	
Bifocal:	Up to \$55	
Trifocal:	Up to \$65	
Frames:	Up to \$71	
Contact (Elective):	Up to \$105	
Contact (Medically Necessary):	Up to \$210	
Employer Contribution:	0%	
Participation Requirement:	15%	
Rate Guarantee:	3 Years ( 01/01/2022 - 12/31/2024)	
Plan Rates   Current Enrollment		
	<b>Current</b>	<b>Renewal</b>
Employee:	30 \$6.86	\$7.07
Employee + Spouse:	4 \$13.71	\$14.12
Employee + Child(ren):	3 \$13.85	\$14.27
Family:	0 \$22.11	\$22.77
Total:	37	
Estimated Monthly Premiums:	\$302	\$311
Estimated Annual Premiums:	<b>\$3,626</b>	<b>\$3,737</b>
PEPY		<b>\$101</b>
Rate Change from Current (%):		3.0%
Rate Change from Current (\$):		\$110

Notes:

## Executive Summary of Group Life & AD&D Coverage

City of Debarry

January 1, 2022- December 31, 2022

Basic Life: 3,033,000  
 AD&D: 3,033,000

Current | Renewal

Vendor

Cigna

Class Definition   Plan Details:	Benefit	Maximum	Guarantee
			Issue
Class 1: Executive	2x's Salary	\$300,000	\$300,000
Class 2: All Other Employees	\$50,000	\$50,000	\$50,000
Reduction Schedule:		35% at age 65 60% at age 70 75% at age 75	
Waiver of Premium:		Included	
Conversion:		Included	
Accelerated Death Benefit:		Included	
Seatbelt/Safe Driver Benefit:		Included	
Actively at Work Provision:		Included	
Employer Contribution:		100%	
Participation Requirement:		100%	
Rate Guarantee:		2 Years (01/01/2021 - 12/31/2022)	
Plan Rates	Current	Renewal	
Basic Life	\$0.160	\$0.160	
AD&D	\$0.030	\$0.030	
Estimated Monthly Premiums:	\$576	\$576	
Estimated Annual Premiums:	<b>\$6,915</b>	<b>\$6,915</b>	
Rate Change from Current (%):		0.0%	
Rate Change from Current (\$):		\$0	

Notes:

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Debarry

January 1, 2022- December 31, 2022

	Current   Renewal
Vendor	Cigna
<b>Plan Details (Employee)</b>	
Benefit (Increments of):	\$10,000
Not to Exceed:	5x's Salary
Maximum Benefit:	\$500,000
Guarantee Issue:	\$100,000
<b>Plan Details (Dependent)</b>	
Spouse Benefit (Increments of):	\$5,000
Maximum Benefit:	\$250,000
Guarantee Issue:	\$25,000 (under 70)
Not to Exceed:	100% of the employees amount
Child(ren) Benefit:	Birth - 6 months \$500
Child(ren) Benefit:	6 months - 26 years \$1,000 - \$10,000
Full-Time Student:	26 Years
Reduction Schedule:	65% at age 65 40% at age 70 25% at age 75
Waiver of Premium:	Included
Portability:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included
Actively at Work Provision:	Included
Employer Contribution:	0%
Participation Requirement:	1 Enrolled
Rate Guarantee:	2 Years (1/1/2020 - 12/31/2021)

Plan Rates per \$1,000	Current   Renewal	
	Employee	Spouse
Under 20	\$0.057	\$0.057
Age 20 - 24	\$0.089	\$0.089
Age 25 - 29	\$0.089	\$0.089
Age 30 - 34	\$0.089	\$0.089
Age 35 - 39	\$0.109	\$1.090
Age 40 - 44	\$0.156	\$0.156
Age 45 - 49	\$0.236	\$0.236
Age 50 - 54	\$0.374	\$0.374
Age 55 - 59	\$0.602	\$0.602
Age 60 - 64	\$0.923	\$0.923
Age 65 - 69	\$1.564	\$1.564
Age 70 - 74	\$3.189	Terms at 70
Age 75 - 79	\$6.442	
Age 80 - 84	\$12.798	
Age 85 - 89	\$23.594	
Age 90+	\$38.497	
AD&D	\$0.040	\$0.040
Child AD&D	\$ .2000 per \$1K	
AD&D	\$0.040	

Notes: \*Rates based on spouse's age

**Premium Calculation**

Step 1: Benefit \_\_\_\_\_ / 1000 = \_\_\_\_\_ # Units

Step 2: # Units \_\_\_\_\_ x \_\_\_\_\_ Age-banded Rate = \$ \_\_\_\_\_ Premium Per Month

## Executive Summary of Short Term Disability Coverage

City of DeBary

January 1, 2022- December 31, 2022

Weekly Volume

\$23,665

Current | Renewal

Vendor

Cigna

### Plan Details

Elimination Period (Accident):	0 Days
Elimination Period (Sickness):	7 Days
Percent of Salary	60%
Maximum Weekly Benefit (per week):	\$1,000
Duration of Benefits (weeks) *	13
Pre-Existing Conditions:	None
Actively at Work Provision:	Included

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	1 Year Remaining (01/01/2021 - 12/31/2022)

### Plan Rates

Current	Renewal
---------	---------

Rate / \$10 Benefit	\$0.220	\$0.220
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Estimated Monthly Premiums:	\$521	\$521
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Estimated Annual Premiums:	\$6,248	\$6,248
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Rate Change from Current (%):		0.0%
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Rate Change from Current (\$):		\$0
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\*excluding Elimination Period

Notes:



## Executive Summary of Long Term Disability Coverage

City of Debarry

January 1, 2022- December 31, 2022

Monthly Eligible Payroll	\$ 173,599	
	Current   Renewal	
<b>Vendor</b>	<b>Cigna</b>	
<b>Plan Details</b>		
Elimination Period:	90 Days	
Percent of Salary	60%	
Maximum Monthly Benefit:	\$5,000	
Benefit Period:	SSNRA	
Integration:	Primary & Family	
Definition of Disability:	2 Years Own Occ	
And / Or	And	
Earnings Test:	80%   60%	
Pre-Existing Conditions:	3   12	
Mental & Nervous Limitations:	24 Months	
Self-Reported Limitations:	None	
Return to Work Incentive:	Included	
Rehabilitation Benefit:	Mandatory	
Worksite Modification:	Included	
Actively at Work Provision:	Included	
EAP:	Included	
<b>Employer Contribution:</b>	100%	
<b>Participation Requirement:</b>	100%	
<b>Rate Guarantee:</b>	2 Years (1/1/2020 - 12/31/2021)	
<b>Plan Rates</b>	Current	Renewal
<b>Rate / \$100 Covered Payroll</b>	\$0.490	\$0.490
<b>Estimated Monthly Premiums:</b>	<b>\$898</b>	<b>\$898</b>
<b>Estimated Annual Premiums:</b>	<b>\$10,776</b>	<b>\$10,776</b>
<b>Rate Change from Current (%):</b>	0.0%	
<b>Rate Change from Current (\$):</b>	\$0	

Notes: