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 March 2, 2022
2. Special City Council Meeting March 16, 2022

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS
- Proclamation declaring April Water Conservation Month
- Sid Vihlen, Volusia Growth Management Committee Update

CONSENT AGENDA
3. The Parks and Recreation Department is requesting City Council approve the attached agreement with Volusia County School Board for bus transportation for summer camp.
4. City Manager is requesting City Council approve the Settlement Agreement & Termination Road Maintenance Agreement between the City and Traderscove Corporation and Henin Springview, LLC.
5. City Manager is requesting City Council approve the Neel-Schaffer Proposal for Additional Professional Engineering and Architectural Design Services for the Fort Florida Road Fire Station – Third Apparatus Bay.
6. City Manager is requesting City Council to approve the Memorandum of Understanding between the City of DeBary and Central Florida Community Pet Clinic to provide Trap, Neuter and Release (TNR) Services.

PUBLIC HEARINGS
7. The applicant, Michael McCrary, is requesting City Council approve a Special Exception to allow for a garage apartment at 70 Catalina Drive (Quasi-Judicial).
GROWTH MANAGEMENT AND DEVELOPMENT

8. City Manager is requesting City Council approval of the Purchase and Sales Agreement (PSA) from Mosaic Development, LLC, to purchase approximately 19.5 acres for the project known as DeBary Main St.

9. The Applicant, Falcone & Associates, LLC, requests City Council approve a sketch plan and proposed waivers for the aforementioned sketch plan in the City of DeBary Transit Oriented Development (TOD) Overlay District, providing for mixed use (live-work) units, townhomes, and single-family homes.

10. Staff is requesting City Council approval of the construction contract with LaFleur Nurseries and Garden Center, LLC, and the Construction Engineering & Inspection (CEI) services contract with Neel-Schaffer for the installation and construction of the Highway 17-92 landscape project.

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 April 20, 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.
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; Eric Frankton, IT Director; Amye King, Growth Management Director; Juan Serrano, Public Works Superintendent; Jason Schaitz, Parks & Recreation Director; Shari Simmans, Communications & Government Affairs Director; Richard Villasenor, City Engineer; 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.

No one addressed Council.

APPROVAL OF MINUTES: Motion by Council Member Stevenson to approve the minutes from the Regular City Council Meeting February 2, 2022, and the Special City Council Meeting February 16, 2022. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

CONSENT AGENDA:

The Parks and Recreation Department is requesting Council approve the grant application submitted by the St. John’s River to Sea Loop Alliance. The group is requesting a matching grant of $500 from the City of DeBary towards their upcoming Family Fun Ride and Trail Celebration.

The IT Director is requesting City Council approve the piggyback agreement between the City of DeBary and Computers at Work, Inc., d/b/a VTECH IO.

The Public Works Department is requesting City Council authorization to repair a DeBary Golf and Country Club Stormwater pump.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Stevenson. Motion passed unanimously.
PUBLIC HEARINGS:

Mayor Chazez reviewed the City’s quasi-judicial procedures.

Staff is requesting City Council approve the Order of Condemnation for 207 Admiral Lane, DeBary, Florida. (Quasi-Judicial)

City Clerk swore in all those who wished to speak on the item.

The Mayor disclosed she had attended a Homeowner’s Association meeting were the item was reviewed, and had also spoken to a neighbor of the property. No other City Council Members had ex parte communications.

Staff reviewed the inspections and recommendations of the Code Officer, Building Official, and Fire Marshal.

Richard Atkins addressed Council and presented a petition signed by several residents of the community requesting removal of the structure. (A copy of the petition is attached to these minutes.)

Motion by Council Member Pappalardo to condemn and demolish the structure. Seconded by Council Member Stevenson. Motion passed unanimously.

NEW BUSINESS:

The City Manager is requesting City Council approval of the Vacant Land Contract to purchase 2 acres of vacant land owned by 417 Sanford, LLC, located at 218 Lago Vista St., DeBary, Florida.

City Manager reviewed the City’s stormwater projects. ARPA monies will fund the project.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the vacant land contract for 218 Lago Vista St. Seconded by Council Member Stevenson. Motion passed unanimously.

The City Manager is requesting City Council approval of the Individual Project Order # 9 from Kimley-Horn and Associates, Inc., for design and engineering services for Ft. Florida Road from Barwick Rd to west of CSX Railroad Crossing.

City Manager reviewed the project area and stated funding would come from mobility fees collected.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Individual Project Order #9 from Kimley-Horn and Associates. Seconded by Council Member Pappalardo. Motion passed unanimously.
The Parks and Recreation Department is requesting Council approve Resolution No. 2022-05 to confirm support and an effective date for the FY 21/22 ECHO Project for the Bill Keller Park Improvements Phase 1 - Court Lighting and Dog Park project.

City Attorney read the Resolution into the record.

Staff reviewed the request and stated the Resolution was an ECHO requirement to show the City’s support of the project.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Resolution No. 2022-05 in support of the ECHO Project. Seconded by Council Member Stevenson. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council discussion and direction on holiday events and holiday decorations throughout the City during the holiday season.

Staff reviewed the holiday events, displays and associated costs.

Council discussed their thoughts on various displays, lighting upgrades and events, giving staff a better understanding of staffing and funding needs to be presented at a later date.

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 March 16, 2022, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:06.

APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chazez, Mayor

_______________________________
Annette Hatch, CMC, City Clerk
**PETITION**
Removal of home at 207 Admiral Lane
Traders Cove

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<tr>
<th>NAME</th>
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<tr>
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<td>Wayman K.</td>
<td>Deborah A. DeBoer</td>
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<td>Joe Webster</td>
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02/22/22
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; Giffin Chumley, City Attorney; Eric Frankton, IT Director; Kevin Hare, Construction Engineer; Amye King, Growth Management Director; Richard Villasenor, City Engineer; Alan Williamson, Public Works Director; and, Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any 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.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11): None.

PRESENTATIONS: Water Quality and Strategic Initiatives - Mike Ulrich, Volusia County Utilities Director.

PUBLIC HEARINGS:

Mayor Chasez reviewed the City’s quasi-judicial procedures.

The applicants, Mark and Julie Yarbrough, are requesting that City Council approve a Special Exception to allow for a garage apartment at 208 Colomba Road. (Quasi-Judicial)

City Clerk swore in all those who wished to speak on the item.

City Council Members each stated they had had no ex parte communications.

Staff reviewed the special exception request, findings and recommendations.

The applicants, Mark and Julie Yarbrough, addressed Council.

Cindi Goss and James Morton addressed Council.

Mayor Chasez re-iterated the criteria for the special exception and staff’s findings.

Motion by Vice-Mayor Butlien to approve the special exception to allow for a garage apartment at 208 Colomba Road. Seconded by Council Member Pappalardo. Motion passed unanimously.
NEW BUSINESS:

The City Manager is requesting City Council approve a Piggyback Agreement with MASCI GENERAL CONTRACTOR, INC. for the 2022 Street Resurfacing Project.

Staff reviewed the piggyback agreement and identified project areas.

No one addressed Council.

Motion by Council Member Stevenson to approve the piggyback agreement with Masci General Contractor in the amount of $505,489.97, including a 5% contingency budget, as well as the approval of the KHare Construction Services Work Order Number 0322-01 in the amount of $29,232. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

The City Manager is requesting City Council approval of Stormwater Design, Engineering and Construction Management and Inspection Services from Neel-Schaffer, Inc. for the James Pond Pump Station, Bill Keller Pump Station Upgrade, and Bill Keller Park Irrigation.

City Manager reviewed the history of the stormwater program and projects to be completed.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Stormwater Design, Engineering and Construction Management and Inspection Services from Neel-Schaffer. Seconded by Council Member Stevenson. Motion passed unanimously.

The City Manager is requesting City Council approval of the Stormwater Engineering Design, Permitting, and Construction Engineering and Inspection (CEI) Services from Kimley-Horn and Associates, Inc. for Individual Project Orders #3-8.

City Manager briefly reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Stormwater Engineering Design, Permitting, and Construction Engineering and Inspection (CEI) Services from Kimley-Horn and Associates. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications
   A. Mayor and Council Members
   B. City Manager
   C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting April 6, 2022, 6:30 p.m.
ADJOURN: The meeting was adjourned at 8:22 p.m.

APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chasez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
REQUEST

The Parks and Recreation Department is requesting Council approve the attached agreement with Volusia County School Board for bus transportation for summer camp.

PURPOSE

The City of DeBary and the Volusia County School Board has had a long standing relationship in providing transportation for the summer camp program. We use the school busses to take the camp on field trips twice weekly throughout the summer camp program.

CONSIDERATIONS

The rates in the agreement have not changed from the previous two years. We currently pay $33/HR plus $1.70 per mile for each field trip. This will stay the same for the next two years in the current agreement that needs approval.

COST/FUNDING

Funding for summer camp transportation is approved in the annual Parks and Recreation Department budget in the Recreation Program Expense Line Item 001-7202-572-3412

RECOMMENDATION

It is recommended that the City Council approve the attached agreement with Volusia County School Board to provide bus transportation for Summer Camp 2022 and 2023.
IMPLEMENTATION

Upon approval the Parks and Recreation Department will sign and submit the agreement to Volusia County School Board. Once the field trips are booked for Summer Camp 2022 we will submit our trip requests to the School Board.

ATTACHMENTS

Attachment A: Volusia County Transportation Joint Use Contract 2022-2024
CONTRACT FOR JOINT USE OF SCHOOL BUSES

THIS AGREEMENT, made and entered into on this 1st day of July 2022, by and between THE CITY OF DEBARY, Florida Municipal Corporation, hereinafter referred to as the “CITY”, and THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a political subdivision of the State of Florida, herein after referred to as the “SCHOOL BOARD.”

W I T N E S S E T H

Whereas, the SCHOOL BOARD owns and operates a fleet of vehicles for the transportation of pupils;

Whereas, there may be times during the day and on weekends when all or part of the said fleet is not in use;

Whereas, the CITY provides community services;

Whereas, the CITY has requested the use of school buses for purposes other than pupil transportation;

Whereas, the CITY is eligible under Section 1006.261 (1) (c), Florida Statutes, to use school buses; and

Whereas, the purpose of this agreement is to define the relationship between the two parties and to set forth the rights and obligations therein;

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. That the SCHOOL BOARD hereby grants the CITY the right to use school buses to transport the individuals who are participants in CITY sponsored programs. Ten (10) school buses shall be made available by the SCHOOL BOARD for use by the CITY. However, transportation of SCHOOL BOARD students to and from school or school sponsored events is the highest and best use of the school buses, and nothing herein contained shall obligate the SCHOOL BOARD to provide that number of buses to the CITY if it is deemed, in the sole discretion of the Superintendent of Schools of the SCHOOL BOARD, or his designee, that such use will adversely affect the transportation of its students.

2. That the CITY shall communicate its request for use of a school bus or buses to the Superintendent of Schools of the SCHOOL BOARD, or his designee, as far in advance of the anticipated use as possible, and shall be approved or rejected by such officer, or his designee, in his sole discretion.

3. That the school buses, at all times that such are being used by the CITY, shall be operated exclusively by drivers who are SCHOOL BOARD employees and who have been qualified, trained, certified and assigned by the SCHOOL BOARD. At all times relevant hereto the operation of school buses shall be pursuant to Florida law, State Board of Education rules and regulations, and the SCHOOL BOARD policy.

4. That the CITY shall reimburse the SCHOOL BOARD in full for the operating costs incurred by the SCHOOL BOARD attributable to such use by the CITY. Such reimbursement shall be determined by applying a cost of thirty three dollars and no cents ($33.00) per hour while in use by the AGENCY plus one dollar and seventy cents ($1.70) per mile. The SCHOOL BOARD shall bill the CITY on a monthly basis on the
last day of the month. The CITY shall pay the invoice within thirty (30) days of receipt thereof. In the event of any dispute arising out of any invoice, the chief administrative officers of both agencies, or their designees, shall meet and make every effort to resolve the matter in an amicable fashion. If the parties are unable to negotiate a resolution of the dispute, the decision of the Superintendent of Schools of the SCHOOL BOARD shall be final.

5. That the passenger capacities for adults being transported on a school bus shall not be exceeded while such bus is used by the CITY. Standees shall not be permitted on the bus at any time. Only those persons who are students, employees, agents or otherwise authorized by the CITY shall be transported on a SCHOOL BOARD vehicle when same is being used by the CITY.

6. That the SCHOOL BOARD shall maintain all books, records and documents relative to the expenditure of the funds received under this agreement by the School District Transportation Department in accordance with proper accounting procedures. Said records shall be open at all times to inspection, review, and audit by authorized State and Federal personnel.

7. That the CITY shall at all times relevant hereto maintain liability insurance in the amount specified in Section 1006.261 (2) (b), Florida Statues, or as it may be amended. Such insurance may be provided by a self-insurance reserve program.

8. Nothing in this agreement shall be deemed as a waiver of sovereign immunity by the SCHOOL BOARD beyond any statutory limited waiver which may have been adopted or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

9. That the CITY agrees to pay for any and all damage to a SCHOOL BOARD vehicle as a direct result of use by the CITY. The CITY agrees to immediately and fully report to the SCHOOL BOARD any and all accidents in which a SCHOOL BOARD vehicle is involved whether or not such accident results in property damage or personal injury. The CITY agrees to immediately report to the SCHOOL BOARD any incident resulting in personal injury to a non-pupil while boarding, riding in or de-boarding a SCHOOL BOARD vehicle.

10. That the user CITY shall assume all risk and liability to itself, its agents, assigns, or employees, and shall be responsible to fully defend, indemnify and hold the SCHOOL BOARD harmless from and against any and all claims arising from or related to the use of SCHOOL BOARD vehicles by the CITY, and caused by the act or acts, negligence, or failure to exercise proper precautions of and by the CITY, its agents, assigns or employees while using SCHOOL BOARD vehicle. The CITY agrees to provide the SCHOOL BOARD with written notice of any claim subject to this provision, within ten (10) working days of its receipt. Both parties agree to cooperate fully in the defense of any claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class delivery.

11. The term of this agreement shall be two (2) years from the effective date. Reimbursement by the CITY for School Board operating costs shall be determined and negotiated annually. This agreement may be terminated by either party, with or without clause, thirty (30) days after a majority vote to so terminate by either governing body and written communication of that vote to the other public CITY.

Contract for Joint Use of School Buses
City of Debary
Page 2
12. That, in the event petroleum products become unavailable, the obligations of the parties hereunder may be terminated by the SCHOOL BOARD upon no less than twenty-four (24) hours written notice to the CITY. The SCHOOL BOARD shall be the final authority as to availability of petroleum products.

13. That any notice required to be given by this agreement shall be directed to the following addresses:

CITY OF DEBARY
Carmen Rosamonda
City Manager
16 Colomba Road
DeBary, FL 32713
(386) 668-2040

SCHOOL BOARD OF VOLUSIA COUNTY
Mr. Rodney Smith
Director of Transportation
Daytona Terminal
1648 Hancock Blvd.
Daytona Beach, FL 32114
(386) 258-4677 Ext. 50546

14. That in the event it becomes necessary to institute litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses, and a reasonable attorney’s fee, from the date of filing until the termination of the litigation.
IN WITNESS WHEREOF, the parties hereto by their duly authorized officers, have set their hands and seal the day and year first above written.

Witnesses:          CITY OF DEBARY

________________________________           __________________________________
Date          City Manager

________________________________            __________________________________
Date   City Clerk

Witnesses:          SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

________________________________           __________________________________
Date          Mr. Ruben Colon, Chairman

________________________________
Date   Dr. Ronald S. Fritz,
Superintendent of Schools
City Council Meeting  
City of DeBary  
AGENDA ITEM

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<th>Subject:</th>
<th>Settlement Agreement &amp; Termination Road Maintenance Agreement</th>
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<tr>
<td>From:</td>
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<tr>
<td>Meeting Hearing Date</td>
<td>April 6, 2022</td>
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**REQUEST**

City Manager is requesting City Council approve the Settlement Agreement & Termination Road Maintenance Agreement between the City and Traderscove Corporation and Henin Springview, LLC.

**PURPOSE**

The purpose of this agreement is to settle the damages to Ft. Florida Road as a result of heavy construction vehicles building subdivisions and homes.

**CONSIDERATIONS**

- Jerome Henin, principal of both Traders Cover Corporation and Henin Springview, LLC, developed both Riviera Bella and Springview Woods subdivision. It is well documented that fill was being transported from Springview Woods to Riviera Bella Units 6-9B on a continuous basis using Ft. Florida Road.

- Springview Woods is 99% complete and Riviera Bella, Units 6-9B, is 77% complete with approximately 60 homes left. All property in Riviera Bella has been brought to the required elevation whereby no dump trucks of fill dirt are needed. Ft. Florida Road between Barwick and Kalin Road is in good condition.

- This agreement requires payment of $45,000 by April 30, 2022, which represents a proportionate share for the engineering needed to rebuild Ft. Florida Rd.

- This agreement also terminates the road agreement for both subdivisions, as these are either complete or substantially complete.

**COST/FUNDING**

There is no cost for this agreement. It provides revenues which will be placed in the SE Mobility Plan Fund.
**RECOMMENDATION**

It is recommended that the City Council approve the Settlement Agreement & Termination Road Maintenance Agreement between the City and Traderscove Corporation and Henin Springview, LLC.

**IMPLEMENTATION**

Immediately Upon Approval

**ATTACHMENTS**

Settlement Agreement & Termination Road Maintenance Agreement
SETTLEMENT AGREEMENT AND TERMINATION OF ROAD MAINTENANCE AGREEMENT

This Settlement Agreement and Termination of Road Maintenance Agreement (this “Agreement”) is entered into by and between the City of DeBary, a Florida municipal corporation, whose address is 16 Colomba Road, DeBary, Florida 32713 (the “City”), and Traderscove Corporation and Henin Springview, LLC, whose addresses are P.O. Box 940, Winter Park, Florida 32790 (herein collectively referred to as “Henin”).

RECITALS

A. WHEREAS, City and Henin are herein sometimes collectively referred to as the “Parties”; and

B. WHEREAS, the Parties entered into that certain Road Maintenance Agreement effective on May 10, 2017 concerning the maintenance and repair of Fort Florida Road during Henin’s construction activities for a residential subdivision (the “Road Maintenance Agreement”); and

C. WHEREAS, the City has made a claim against Henin pursuant to the Road Maintenance Agreement for partial reimbursement for costs related to Fort Florida Road damage occurring during the timeframe of Henin’s residential subdivision construction activities (the “Claim”); and

D. The Parties desire to settle the disputed Claim.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Payment. On or before April 30, 2022, Henin shall pay to the City the sum of Forty-
Five Thousand Dollars ($45,000.00) ("Settlement Payment") for settlement of the City’s claim for partial reimbursement against Henin pursuant to the Road Maintenance Agreement.

3. **Termination.** Conditioned upon Henin’s timely payment of the Settlement Payment, the Parties agree that the Road Maintenance Agreement is thereby terminated as of the Effective Date of this Agreement, and that Henin will have no more responsibilities or obligations pursuant to the Road Maintenance Agreement or for reimbursement concerning previously incurred maintenance and repairs costs relating to Fort Florida Road improvements.

4. **No Hold Up Based on the Claim.** The City agrees not to use the Claim which is being settled by this Agreement as a basis for holding up the final plat review and approval process relating to Henin’s or its affiliated company’s proposed development within the City.

5. **Acknowledgement.** The Parties have thoroughly read and reviewed the terms of this Agreement, acknowledge it has been prepared after negotiations between the Parties, and agree that if any ambiguity is contained herein, then in resolving such ambiguity, no weight shall be given in favor or against either party on account of its drafting of this Agreement. It is understood and agreed by the Parties that this settlement is the compromise of a doubtful and disputed Claim, and that the payment made by Henin is not to be construed as an admission of liability on the part of the Henin, and that Henin denies liability therefore and makes this settlement in order to avoid litigation.

6. **Entire Agreement.** This Agreement embodies the complete and entire agreement between the Parties relating to the Claim and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties concerning the Claim. The headings used in this Agreement are solely for the sake of convenience and should not be construed to interpret the substance of this Agreement.

7. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the
same instrument. The Effective Date of this Agreement shall be the date when signed by the last of the Parties to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

**Henin Springview, LLC**

By:  
Jerome Henin, Manager

**City of DeBary, a Florida municipal corporation**

By:  
Carmen Rosamonda, City Manager

Date: 

Attest:  
Annette Hatch, City Clerk

**Traderscove Corporation**

By:  
Jerome Henin, President

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me [✓] by physical presence or [ ] online notarization on this 22nd day of February, 2022, Jerome Henin as President of Traderscove Corporation and as Manager of Henin Springview, LLC, who is personally known to me or who has produced a driver's license as identification.

SANDRA LILLY  
Notary Public, State of Florida  
Commission# HH190142  
Expires 10/21/2025

Notary Public, State of Florida  
Commission Number: HH 190142  
Commission Expires: 10/21/2025
## City Council Meeting
City of DeBary
AGENDA ITEM

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<td>Meeting Hearing Date</td>
<td>April 6, 2022</td>
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### REQUEST

City Manager is requesting City Council to approve Neel-Schaffer Proposal for Additional Professional Engineering and Architectural Design Services for the Fort Florida Road Fire Station – Third Apparatus Bay.

### PURPOSE

The purpose is to accelerate the engineering and design for the Third Apparatus Bay at the new DeBary Fire Station. The cost of design, engineering and construction is such, including a 3rd bay option in the construction RFP may improve bid amounts and overall costs long term.

### CONSIDERATIONS

- The City Council approved Neel-Schaffer to provide professional engineering and architectural design services for the 2-bay Fire Station on Fort Florida Rd. This included site planning for the entire 10-acre property. The plans are 95% completed.

- The Fire Station Site Plan and Building Design includes space for a possible 3rd bay to be added to accommodate future growth and increase in demand for services.

- The City has cash savings assigned to this Fire Station in the amount of $1.25 million (FY2020-21 Audit). The Florida Legislature has approved a budget allocation of an additional $1.25 million, which is awaiting Governor approval.

- Upon presentation of the FY 2020-21 Audit and Governor approving the 2022 Legislative Budget, the City will be able to move forward with construction upon completion of the design and engineering plans in June 2022.

- Development in the TOD area is accelerating and construction costs are increasing rapidly. Strategically, adding a 3rd bay option to the Construction RFP will provide the opportunity to add the 3rd bay for less cost.
**COST/FUNDING**

The cost for the additional professional engineering and architectural design services for the Fire Station – 3rd Bay is $26,739.00. There is sufficient budget within the Public Works Department – Road Resurfacing line item to amend the budget and cover these costs. This is possible due to savings realized in piggybacking the Road Resurfacing Contract approved by City Council last month.

**RECOMMENDATION**

It is recommended that the City Council approve Neel-Schaffer Proposal for Additional Professional Engineering and Architectural Design Services for the Fort Florida Road Fire Station – Third Apparatus Bay for $26,739.00.

**IMPLEMENTATION**

Immediately Upon Approval

**ATTACHMENTS**

Neel-Schaffer Proposal
January 28, 2022  
(Revised 2-9-22)

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

REFERENCE: PROPOSAL FOR ADDITIONAL PROFESSIONAL ENGINEERING AND ARCHITECTURAL DESIGN SERVICES FOR THE FORT FLORIDA ROAD FIRE STATION – THIRD APPARATUS BAY, DEBARY, FLORIDA

Dear Mr. Rosamonda:

As requested, NSI is providing an additional scope of work to include the design of a third apparatus bay as an alternative bid option within the construction documents. These services are additional to our original executed agreement dated May 18, 2021. The required revisions will include architectural (Borrelli + Partners) and structural changes (NSI) for building foundation and design, site design related to the addition of the third bay and improvements to cross-drains under Fort Florida Road and sewer utility connections to the Rivington residential development, (Salas O’Brien) electrical scope coordination with FPL for the site lighting, lighting power and control requirements. It is assumed that the city will provide as-built topo and utility survey information required for the utility connections to the Rivington development. This scope does not include obtaining additional field survey information from SSMC. All modifications will be incorporated into the 90% Construction documents submittal. This additional scope will not impact the remaining design phase submittals, permitting, bidding or construction administration.

It is anticipated that an additional three weeks will be required to complete these tasks. The time frame is based upon receiving the City’s IT/Low Voltage/User plan markups. When we receive the Notice to Proceed, we will revise the overall project schedule to provide remaining milestone submittal and completion dates.

COMPENSATION

We propose to provide these services for a total lump sum fee of $26,739.00 based on completion of the above tasks. The total fee is comprised of the following components:

- Neel-Schaffer: $8,900.00 (Tables 1 & 2)
- Borrelli + Partners: $9,589.00 (Attachment A)
- Salas O’Brien: $8,250.00 (Attachment B)

This work will be performed in accordance with 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.

We appreciate the opportunity to provide this proposal to the City of DeBary. If you have questions or require additional information, please contact me at (407) 647-6623 or email me at steven.cockerham@neel-schaffer.com

Sincerely,

NEEL-SCHAFFER, INC.

Steven R. Cockerham, P.E.
Senior Project Manager
TABLE 1

NEEL-SCHAFER SUMMARY OF FEES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Sr. Project Manager</th>
<th>Engineer VI</th>
<th>Engineer II</th>
<th>Designer I</th>
<th>Total</th>
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Architectural, Interior Design and Landscape Architectural Services (Borrelli+Partners) $9,589.00
Mechanical/Electrical/Plumbing (Salas-O’Brien) $8,250.00

TOTAL LUMP SUM FEE (rounded to nearest dollar) $26,739.00

TABLE 2

Neel-Schaffer Scope of Work and Manhour Estimate

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Project Manager</th>
<th>Engineer VI</th>
<th>Engineer II</th>
<th>Designer I</th>
<th>Total</th>
<th>Total Cost Per Task</th>
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<tbody>
<tr>
<td>1 Data Collection, Review and correspondence</td>
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<tr>
<td>2 Design and Preparation of Construction Drawings</td>
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<tr>
<td></td>
<td>Revise Demolition and Erosion Control Plan</td>
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<td></td>
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<td></td>
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December 23rd, 2021 (Revised January 25th, 2022)

Mr. Steven R. Cockerham, P.E., Senior Project Manager
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751

Re: New Fire Station #9 for the City of Debary, FL
Additional Services for the Third Apparatus Bay Alternate

Dear Steven:

Pursuant to your request, Borrelli + Partners, Inc. (B+P) is pleased to provide this additional services proposal for the above referenced project for your review and consideration. The additional services include the design for a third apparatus bay as an alternate within the construction documents. All modifications are anticipated to be completed as part of the 90% Construction Documents submittal. There is no additional impact to the remaining phase submittals, permitting, bidding or construction administration.

We anticipate three weeks’ time to complete this new task. This additional time is contingent on receiving the City’s IT/Low Voltage/User plan markups by the last week of January. It is also our understanding that the site lighting will be done by Florida Power & Light (FPL). This includes the site lighting design and photometrics.

FEE PROPOSAL:
We propose to accomplish the above scope of services for a total lump-sum fee of Seventeen Thousand Eight Hundred Thirty-Nine Dollars and Zero Cents ($17,839.00) inclusive of reimbursable expenses and our sub-consultant, Salas-O’Brien. Our fee is broken down as follows:

**Programming through Permitting:**
- Borrelli + Partners, Inc.: $ 9,589.00
- Salas-O’Brien: $ 8,250.00
- **Total Fees:** $17,839.00

Please see Exhibit A – 2021 B+P Hourly Rates to be utilized for all authorized Additional Services.

If you have any questions or if I can provide any additional clarification regarding our services, please feel free to contact me at your convenience. Please notify us if this proposal meets with your approval. We look forward to working with you on this very exciting project.

Sincerely,

Jorge A. Borrelli, ASLA, LEED AP BD+C, CPTED
President
Borrelli + Partners, Inc.
Architects Planners

Cc: Sonny Fornoles, AIA, Associate – B+P
Chandra Hall, Chief Operating Officer, Associate – B+P
## EXHIBIT A

### 2021 BORRELLI + PARTNERS, INC. BILLING RATE SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td><strong>ARCHITECTURAL PRINCIPALS</strong></td>
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<tr>
<td>Architect / Landscape Architect</td>
<td></td>
</tr>
<tr>
<td>Interior Designer - Principals</td>
<td>$197.00</td>
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<tr>
<td><strong>ARCHITECTURAL STAFF</strong></td>
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<tr>
<td>Sr Project Manager</td>
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<td>Project Manager</td>
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<td>Project Architect</td>
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<tr>
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<td>Irrigation Designer</td>
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<td>Architectural Designer</td>
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<td>Interior Designer</td>
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<td>Field Representative</td>
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# Exhibit A
ARCHITECTURAL, LANDSCAPE ARCHITECTURAL & MEP ENGINEERING SERVICES FOR THE
CITY OF DEBARY FIRE STATION #9

PREPARED BY
BORRELLI + PARTNERS, INC.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Senior Project Manager</th>
<th>Project Manager</th>
<th>Specifications Writer</th>
<th>Architectural Designer</th>
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<td>$220.00</td>
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<td>$3,400.00</td>
<td>$0.00</td>
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**Architectural Total:** $9,589.00

- **Consulting Engineers Fees:**
  - MEP Engineering - Salas O'Brien, Inc. $8,250.00

**Consulting Engineers Design Services Total:** $8,250.00

**Grand Total:** $17,839.00
### Project Specifications

**Architectural, Landscape Architectural & MEP Engineering Services for the City of Debary Fire Station #9**

Prepared by
Borreli + Partners, Inc.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Principal</th>
<th>Senior Project Manager</th>
<th>Project Manager</th>
<th>Specifications Writer</th>
<th>Architectural Designer</th>
<th>Admin</th>
<th>Total</th>
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## 90% Submission - Third Bay Alternate

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<th>Architectural Designer</th>
<th>Admin</th>
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ATTACHMENT B

Salas O’Brien
3501 Quadrangle Blvd., Suite 100
Orlando, Florida 32817
407.380.0400 | www.salasobrien.com

January 21, 2022
Date

ADDITIONAL SERVICES AGREEMENT

Sonny Fornoles
CLIENT
Borelli + Partners
ADDRESS
720 Vassar Street
CITY, STATE, ZIP
Orlando, Florida 32804

Project description: City of DeBary Fire Station

SOBE Project Number: 2021-01873 Client number: 21-029

Additional service description: Revise the MEP drawings to incorporate the third apparatus bay into the construction documents. The inclusion of the third bay will be treated as an additive alternate in the construction documents. Modifications to MEP plans, details, risers, and schedules will be affected by the addition. Also include in the electrical scope coordination with FPL for the addition of site lighting provided by FPL. Coordination is anticipated to include determining any lighting power or control requirements needed by FPL from the building design team.

Compensation: $8,250.00

Terms: □ Hourly, Not to exceed × Lump sum
□ Other:

Work will not proceed without authorization: ×

Work is proceeding: □

Authorization:

Salas O’Brien

Date Principal

Signature
City Council Meeting
City of DeBary
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Memorandum of Understanding – TNR Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Carmen Rosamonda, City Manager</td>
</tr>
<tr>
<td>Meeting Hearing Date</td>
<td>April 6, 2022</td>
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<table>
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<tbody>
<tr>
<td>() Ordinance</td>
<td></td>
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<tr>
<td>() Resolution</td>
<td></td>
</tr>
<tr>
<td>(x) Supporting Documents/ Contracts</td>
<td></td>
</tr>
<tr>
<td>() Other</td>
<td></td>
</tr>
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</table>

REQUEST

City Manager is requesting City Council to approve the Memorandum of Understanding between the City of DeBary and Central Florida Community Pet Clinic to provide Trap, Neuter and Release (TNR) Services.

PURPOSE

The purpose is to continue the TNR program in DeBary utilizing community volunteers to proactively control the feral cat population.

CONSIDERATIONS

- The City of DeBary has a contract with the City of Orange City for animal control services which does not include a TNR program.

- This TNR program utilizing community volunteers has been in place for over 5 years, coordinated with the City of Orange City and community volunteers. Vet bills for feral cats trapped in DeBary were sent to and reconciled by the City of Orange City and paid by the City of DeBary.

- Because of a change in community volunteers, it became necessary to separate the community volunteer TNR program from Orange City. The MOU from Central Florida Community Pet Clinic, a DeBary business, is similar to other MOU agreements with the City of Orange City and Deltona.

- With this agreement, the bills will come directly to the City. The City will also monitor the budget and will control the volume of feral cats being processed through the TNR program.

- Animal control services and costs (not TNR) will be handled through our contract with the City of Orange City.

- These community volunteers provide a great service for our community to control the feral cat population. An overabundance of feral cats can become a nuisance to the community and draw in unwanted predators.
COST/FUNDING

The City of DeBary spent $9,540 in FY 2020-21. These costs are included in the approved FY2021-22 budget.

RECOMMENDATION

It is recommended that the City Council approve the Memorandum of Understanding between the City of DeBary and Central Florida Community Pet Clinic to provide Trap, Neuter and Release (TNR) Services.

IMPLEMENTATION

Immediately upon approval

ATTACHMENTS

Memorandum of Understanding
Exhibit A
Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made and entered into on this March ______, 2022, by and between Central Florida Community Pet Clinic (“Clinic”), whose primary offices are located at 85 S Charles R Beall Boulevard, Debary, FL 32713, hereinafter referred to as “Central Florida Community Pet Clinic” and The City of DeBary, a Florida municipal corporation, whose primary address is located at 16 Colomba Road, DeBary, FL 32713, hereinafter referred to as the “City” (with both entities collectively referred to as the “Parties”), for the purpose of achieving the various aims and objectives relating to the Spay/Neuter Program (the Project).

Recitals

WHEREAS, Central Florida Community Pet Clinic and the City desire to enter into a Memorandum of Understanding between the Parties, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

WHEREAS, the purpose of this Memorandum is to provide the framework for any future binding contract regarding the Spay/Neuter Program between Central Florida Community Pet Clinic and the City.

WHEREAS, the City conducts a Trap, Neuter, and Release (“TNR”) program in conjunction with its Animal Control Services provider/contractor, whereby volunteers in the community trap feral cats, schedule spay and neuter appointments for such cats, and transport the animals to and from the wild;

WHEREAS, the City wishes to contract with the Clinic to provide the spay and neuter services in conjunction with the City’s TNR program; and

WHEREAS, the TNR program and the Clinic’s participation therein provide an important municipal and public purpose in humanely managing local feral cat populations.

NOW THEREFORE, for good and valuable consideration in the exchange of mutual obligations and duties hereinafter set forth, the Parties agree as follows:

Obligations of the Parties

The Parties acknowledge that this Memorandum sets forth the general operating parameters of the Parties with regard to the Project, and agree that the foregoing recitals are true and correct and incorporated within this Memorandum as if fully set forth herein.

Resources

The Parties will endeavor to obtain final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.
1. Central Florida Community Pet Clinic agrees to provide reduced Spay/Neuter Program Services (listed under Roles and Responsibilities) with respect to the Project.

2. The City agrees, whether through its employees or volunteers, to do the following:
   a. Notify the Central Florida Community Pet Clinic of appointment cancellations 48 hours in advance.
   b. Provide Clinic with all necessary animal information upon request
   c. Transport animals to and from Central Florida Community Pet Clinic on the scheduled day of surgery
   d. Follow all pre/post-surgery instructions

The City hereby agrees to make a monthly payment to Central Florida Community Pet Clinic for the services provided to them in the previous month based on the following fee schedule:

Roles and Responsibilities

The activities and services for the Project include, but are not limited to:

1. Cat Spay/Neuter Program Services as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat Sterilization Surgery</td>
<td>$45</td>
</tr>
<tr>
<td>(complimentary rabies vaccine, FVRCP vaccine, eartip, and ivermectin injection)</td>
<td></td>
</tr>
<tr>
<td>Euthanasia</td>
<td>$45</td>
</tr>
</tbody>
</table>

a. This fee schedule only applies for services rendered at a Central Florida Community Pet Clinic location.

b. Ear Tipping – The cats left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at [www.alleycat.org](http://www.alleycat.org) provides detailed information on proper ear tipping procedures.

c. Euthanasia – If the cat has a life-threatening condition, the City will be contacted so it can notify the caregiver that the cat must be euthanized.

d. Examination – After the cat is anesthetized, an examination is performed to determine if the animal is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.), the City will be contacted for payment authorization for the procedure.

2. Required responsibilities of the City include:
   a. The City is the responsible party for making surgery schedule arrangements to ensure verification of program animals.
b. The City is responsible for informing Central Florida Community Pet Clinic representative of additional services if needed, and the City accepts financial responsibility for such additional services as may be ordered by the City (i.e., vaccines, microchip, and testing). Any orders for such services must be authorized by a duly designated representative of the City.

c. The City will cover the anesthesia fee if an animal is sedated, but is determined to have already been spayed or neutered. The animal will still be vaccinated while sedated, if applicable.

d. The City must approve in writing any additional procedures that are not covered under the Spay/Neuter Program. The City will pay for additional procedures with approval only from a duly designated representative of the City.

e. If a Central Florida Community Pet Clinic veterinary representative cannot reach the City, such representative may use his/her own judgment as to how to proceed with any necessary procedure not covered by the Spay/Neuter Program.

Commencement and Operations

Only animals submitted by the City that have pre-approval and that are verified prior to surgery are eligible for this program. All surgery scheduling must be arranged directly through the designated contact person(s) from the City as identified in Exhibit A attached hereto and incorporated herein. Such list of contact persons may be amended from time to time by the City Manager in his/her sole discretion; however, any such changes to the list of designated contact persons will not be interpreted as changing or amending the material terms of this Agreement.

All surgery scheduling arrangements must be made strictly through the designated contact person representing Central Florida Community Pet Clinic identified below:

- Central Florida Community Pet Clinic Front Desk (386) 320-0503

Liability

No liability will arise or be assumed between the Parties as a result of this Memorandum, it being understood that the activities taken pursuant to this agreement serve important purposes inuring to the benefit of the health and welfare of the general public and that neither Party could feasibly conduct or otherwise participate in the TNR program at nominal cost as contemplated herein if any such liabilities were permitted to arise between or be assumed by the Parties.

The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Regardless of anything set forth in any section of this Memorandum to the contrary, nothing in this Memorandum 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 that 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 in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Memorandum 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.

**Term**

The arrangements made by the Parties by this Memorandum will remain in place from **January 01, 2022** until **December 31, 2022**. The term can be extended only by agreement of all of the Parties.

**Assignment and Amendment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval will not be unreasonably withheld. This Memorandum may be amended or supplemented in writing if the writing is signed and executed by both parties to this Memorandum.

**Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Parties to this Memorandum that:

1. Each party will work together with the other party in a coordinated fashion for the fulfillment of the Project.
2. This Memorandum is non-exclusive, and does not restrict or otherwise prevent the Parties from participating in similar memoranda or agreements with other public or private agencies, organizations, and individuals.
3. To the extent feasible, each Party will participate in the further development of the Project and cooperatively act in good faith to develop procedures and methodologies to efficiently effectuate the purposes of this Agreement and the TNR project.
4. This Memorandum will be effective upon the signature of both Parties.
5. Any party may terminate its participation in this Memorandum for convenience by providing written notice to other party at any time and at no penalty and additional cost to the terminating party.

The Clinic acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws, and as such, records in the City's possession relating to services performed for the City are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt or excepted by applicable law. The Clinic shall affirmatively perform and comply with the requirements of a “Contractor” pursuant to Section 119.0701, Florida Statutes. While in the possession and control of the Clinic, all public records must be secured, maintained, preserved, and retained in the manner specified pursuant to
the Public Records Law, at the Clinic’s expense. Upon request by the City, the Clinic shall, within three business days, supply copies of said public records to the City. Because the City’s records are of utmost importance to the conduct of City business and due to the legal obligations imposed upon the City and the Clinic by Florida’s public records laws, the Clinic agrees that it will not, under any circumstances, withhold possession of any public records, including originals, copies, or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between the Clinic and the City. Upon termination or expiration of this Memorandum, the Clinic shall make arrangement with the City’s Clerk to deliver public records in the Clinic’s possession to the City.

IF THE CLINIC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE CLINIC’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ANNETTE HATCH, CITY CLERK, 16 COLOMBA ROAD, DEBARY, FLORIDA, Phone: 386 601-0219, Email: ahatch@debary.org.

This Public Records section will survive expiration or termination of this Memorandum.

This Memorandum is to be governed by the laws of the State of Florida. Venue for and jurisdiction over any litigation between the parties arising from this Memorandum shall, if in state court, be in the County of Volusia, Florida, or, if in federal court, the Middle District of Florida, Orlando Division. Any trial arising from this Memorandum will be non-jury. Regardless of anything set forth in the Memorandum to the contrary, each party agrees to bear its own costs and attorneys fees relating to any dispute arising under this Memorandum.
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding simultaneously with the terms and conditions of the Memorandum as of the date written below.

**Between**

Central Florida Community Pet Clinic  
85 S Charles R Beall Blvd.  
Debary, FL 32713

**Sign:**  
Dara Edmonds,  
Executive Director  
Phone: 386-320-0503  
cflcommunitypetclinic@gmail.com

**And**

**The City of DeBary**  
16 Colomba Rd  
DeBary, FL 32713

**Sign:**  
Print Name: Carmen Rosamonda  
Title: City Manager  
Phone: 386-601-0218  
Email: crosamonda@debary.org
EXHIBIT “A”

The following list are the persons who are responsible for making appointments per this agreement and coordinate and designate other parties to transport feral cats to and from the clinic. The list of persons is approved volunteers of the City of DeBary.

1. Christina Cardozza
2. Vikki DiGiovanni
3. Bonnie Beall
REQUEST

The applicant, Michael McCrary, is requesting that City Council approve a Special Exception to allow for a garage apartment at 70 Catalina Drive (Quasi-Judicial).

PURPOSE

The purpose of the proposed Special Exception is to allow the applicant to convert an existing shed into a garage apartment.

CONSIDERATIONS

The subject site is located at 70 Catalina Drive. The applicant is requesting a Special Exception to permit them to convert an existing shed located in their rear yard into a garage apartment. The Future Land Use for the subject property is Agriculture/Rural and the zoning is Rural Residential (RR).

Land Development Code Sec 3-88(c) allows for garage apartments to be permitted as Special Exceptions. Pursuant to Land Development Code Section 1-9, Special Exceptions are certain uses or development situations that may involve consideration of special circumstances or factors to determine that they are appropriate to the specific location and property. In considering a request for a special exception, the City Council shall evaluate the request against the criteria put forth in Section 1-9 (2) Criteria for Special Exceptions attached as Exhibit A.

(2) Criteria for special exceptions. All applications for special exceptions shall be reviewed and approved in accordance with the following criteria:

a. The proposal shall be consistent with the Comprehensive Plan. The proposed use does not conflict with the Comprehensive Plan.

b. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare. The proposed use will not likely cause undue harm to the public health, safety or welfare.
c. The proposed use shall not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district and shall be consistent with the character of the immediate neighborhood. The proposed use will not affect the character of the area.

d. Adequate measures shall be taken for ingress, egress and parking in a manner consistent with traffic operations and safety. There will be no paving of a driveway.

e. The proposal shall not have a substantial adverse effect on any known archaeological, historical, or cultural resource located on or off the site. The proposed garage apartment will not have a substantial adverse effect on any known archaeological, historical, or cultural resource.

f. The proposed design shall minimize adverse effects of the use on adjacent property, including visual impacts. The proposed use would not have any substantial adverse effects on the use of adjacent property.

g. Adequate provision shall be made for buffers, landscaping, public open space, and other improvements necessitated by the proposal. The proposed structure would be naturally buffered from the right-of-way.

h. The use shall meet the lot and building requirements of the district in which it is located unless the requirements are specifically modified by the City Council. A special exception shall meet any specific requirements identified in this Code and no variance shall be granted from these requirements. The applicant is able to meet the lot and building requirements of the district in which it is located.

i. The use shall comply at all times with the approved development plan, and any conditions imposed for establishment and operation of the use. The use will comply if the Special Exception is approved.

The proposed Special Exception was noticed in the Orlando Sentinel on Saturday, March 26, 2022. Additionally, the applicant has sent out notification to all neighbors within 1,000 feet as required by the City Ordinance.

**FINDINGS OF FACT:**

- Land Development Code Section 3-88(c) allows for garage apartments to be permitted as Special Exceptions.
- The Proposed Special Exception meets the review criteria provided by Land Development Code Sec 1-9.
- The Development Review Committee met on February 15th, 2022 and recommended to approve the requested Special Exception.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve the proposed Special Exception for a garage apartment.
IMPLEMENTATION

The applicant would be required to apply for any applicable permits.

ATTACHMENTS

- Survey
- Site plan
- Floor plan
Boundary Survey

Legal Description:
FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 1116 FEET. THENCE RUN EAST 905 FEET FOR A POINT OF BEGINNING. THENCE RUN NORTH 225 FEET. THENCE RUN EAST 280 25 FEET TO THE EAST LINE OF THE WEST 1/4 OF THE EAST 1/4 OF SAID SECTION 33. THENCE RUN SOUTH 00 09 25 EAST ALONG SAID EAST LINE 215 6 FEET. THENCE RUN SOUTH 85 26 32 WEST 281 77 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTH 38 FEET AND THE EAST 70 FEET THEREOF. ALSO KNOWN AS LOT 431, ORLANDO HEIGHTS (UNRECORDED SUBDIVISION #241).

Plat Description:

BY PERFORMING A SEARCH WITH THE LOCAL RELEVANT MUNICIPALITY OR WWW.FEPE.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS REVIEWED IN CITY OF DELRAY, COMMUNITY NUMBER 125372, DATED 2/14/2014.

Proposed garage apartment
**NEW COUNTERTOP AND CABINETRY**

**NEW SHOWER**

**NEW WOODEN STAIRS**

**NEW DOOR**

1'-9"W x 2'-2"H

**NEW WINDOW**

1'-9"W x 2'-2"H

**NEW WINDOW**

1'-9"W x 2'-2"H

**NEW POCKET DOOR**

2'-6"W x 6'-0"H

**EXISTING ELEC PANEL TO REMAIN**

**EXISTING HVAC UNIT TO BE REMOVED.**

**EXISTING ROOF TO REMAIN**

**EXISTING FLOOR FRAMING TO REMAIN**

**NEW FINISH, OVER NEW 5/8" EXTERIOR GRADE PLYWOOD SHEATHING OVER EXISTING FRAMING**

**NEW 5/8" GYP BD, OVER EXISTING FRAMING, TYP**

**NEW LIGHT FIXTURE, CONNECTED TO EXISTING CIRCUIT**

**EXISTING OUTLET MOUNTED AT 44" AFF**

**NEW OUTLET MOUNTED AT 44" AFF**

**NEW OUTLET MOUNTED AT 18" AFF**

**NEW LIGHT FIXTURE, CONNECTED TO EXISTING CIRCUIT**

**EXISTING OUTLET MOUNTED AT 18" AFF**

**NEW 2x4 FULL HEIGHT WALL WITH 5/8" GYP BD ON EACH SIDE**

**NEW INSULATION WITH MIN R-21 VALUE**

**NEW TILE**

**INSTALL GREEN BOARD IN ALL WET AREAS**
City Council Meeting
City of DeBary
AGENDA ITEM

Subject: Purchase and Sales Agreement – Mosaic Development LLC
From: Carmen Rosamonda, City Manager
Meeting Hearing Date April 6, 2022

Attachments: ( ) Ordinance
( ) Resolution
(x) Supporting Documents/ Contracts
( ) Other

REQUEST

City Manager is requesting City Council approval of the Purchase and Sales Agreement (PSA) from Mosaic Development, LLC, to purchase approximately 19.5 acres for the project known as DeBary Main St.

PURPOSE

The purpose is to approve the PSA and begin the due diligence and development review periods as stipulated in the agreement and close on the property (Phase 1) within one-year of today’s date.

CONSIDERATIONS

- The City Council approved the Sixth Amendment to the Joint Marketing Agreement approving the Letter of Intent to purchase approximately 19.5 acres on February 2, 2022.

- The Letter of Intent stipulated that a Purchase and Sales Agreement shall be approved by the City Council within 90 days of the approval of the Letter of Intent.

- The City Attorney and Mosaic Development have worked together to provide a clear and executable Purchase and Sales Agreement.

COST/FUNDING

There is no cost associated with the approval of the Purchase and Sales Agreement.

RECOMMENDATION

It is recommended that the City Council approve the Purchase and Sales Agreement (PSA) from Mosaic Development, LLC, to purchase approximately 19.5 acres for the project known as DeBary Main St.
IMPLEMENTATION

Immediately upon approval

ATTACHMENTS

Purchase and Sales Agreement – Mosaic Development, LLC
PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this day of __________, 2022 (the "Effective Date"), by and between THE CITY OF DEBARY, a Florida municipal corporation ("Seller"), and MOSAIC DEVELOPMENT, LLC, a Florida limited liability company, or its successors or assigns ("Purchaser").

RECITALS

A. Seller either owns or has an option to purchase certain unimproved real property consisting of approximately 11.7 acres (which acreage may be adjusted by ten percent (10.00%)) ("Phase I") located within the Seller's Transit Oriental Development Overlay District in DeBary, Volusia County, Florida as generally depicted on Exhibit A which is attached hereto and incorporated herein (the "Property") and the exact boundaries, legal description, and area shall be determined and agreed to by Purchaser and Seller within six (6) months from the Effective Date.

B. Seller desires to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property for the price and in accordance with the terms and conditions set forth below.

C. The Property is part of a larger approximately 19.5 acre tract for which the remaining approximately 7.8 acres ("Phase II") will be acquired and developed by Purchaser pursuant to the terms and conditions set forth in the Development Agreement (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the price and on the terms and conditions set forth herein, as follows:

1. Recitals, Purchase and Sale. The above Recitals are incorporated herein as material provisions of this Agreement. Subject to all of the terms and conditions of this Agreement, Seller will sell to Purchaser and Purchaser will purchase from Seller the Property, together with all appurtenances, rights, easements, and rights of way incident thereto.

2. Purchase Price and Deposit.

(a) The total purchase price for Phase I and Phase II is Six Million Two Hundred Fifty Thousand and 00/100 Dollars ($6,250,000.00). The purchase price for Phase I shall be Three Million Seven Hundred Fifty Thousand and 00/100 Dollars ($3,750,000.00) (the "Purchase Price"), and the purchase price for Phase II shall be Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00). The Purchase Price for Phase I shall be paid by Purchaser to Seller at Closing (as defined in Section 7(a)(i) below), by federal wire transfer of funds less the Deposit (as defined in Section 2(b) below), and as further adjusted for prorations and adjustments as set forth in this Agreement.
(b) Within three (3) days after the Effective Date of this Agreement, Purchaser shall deposit the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the “Initial Deposit”) with Fishback Dominick, 1947 Lee Road, Winter Park, Florida 32789, Attention: A. Kurt Ardaman, Esq.; Telephone 407-262-8400; Email: ardaman@fishbacklaw.com (the “Escrow Agent”), to secure the performance by Purchaser of its obligations under this Agreement. If Purchaser elects to proceed to Closing at the end of the Investigation Period (as defined in Section 3 below), the Initial Deposit shall become non-refundable to Purchaser.

(c) If Purchaser elects to proceed to Closing, then on or before five (5) business days after the expiration of the Investigation Period, Purchaser shall deposit an additional non-refundable sum of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) (the “Second Deposit”, and together with the Initial Deposit shall hereinafter collectively be referred to as the “Deposit”) with the Escrow Agent. The Escrow Agent shall hold the Deposit, in escrow, in a non-interest bearing account with a federally insured commercial bank doing business in the State of Florida. The disposition of the Deposit shall be in accordance with the terms and conditions of this Agreement.

(d) Purchaser shall pay the balance of the Purchase Price at Closing, subject to prorations and adjustment, as set forth in Section 7(d) of this Agreement, by wire transfer of U.S. funds to the Escrow Agent.

(e) Notwithstanding anything contrary to the foregoing, Seller and Purchaser agree that in the event Purchaser’s proposed Master Site Plan for the Property is not approved by the City of DeBary, then the Deposit shall be promptly refunded to Purchaser.

(f) Notwithstanding any other provision of this Agreement, if this Agreement is terminated due to a Seller default or a condemnation, the Deposit shall be fully refunded to Purchaser or, if this Agreement proceeds to Closing, the Deposit shall be applied as a credit toward the Purchase Price.

3. **Investigation Period.**

(a) Commencing on the first (1st) business day following the Effective Date, Purchaser shall have ninety (90) days (the “Investigation Period”) during which to perform or have performed, at Purchaser’s sole cost and expense and option, such studies and investigations of the Property as Purchaser deems desirable, in the exercise of its sole and absolute discretion. In the event Purchaser (i) is using good faith and diligently pursuing Purchaser’s investigation, studies of the Property and the Development Approvals, and (ii) has not obtained sufficient information to allow Purchaser to notify Seller that Purchaser elects to proceed with Closing within the first eighty (80) days of the Investigation Period, Purchaser may extend the Investigation Period by an additional thirty (30) days by providing Seller with written notice of such extension along with a list of Purchaser’s Investigation Materials and any other test results, studies, and other documents reflecting Purchaser’s due diligence of the Property. Such extension notice and list shall be provided to Seller on or before ten (10) days prior to the expiration of the Investigation Period.
(b) During the Investigation Period and continuing until Closing, Purchaser, its employees and agents, shall have the right to enter upon the Property, to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's intended use, including, without limitation, the right to make soil tests, borings, percolation tests, compaction tests, environmental tests and such other tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. Without limitation of the foregoing, Purchaser shall, during the Investigation Period, conduct all investigations of the Property as Purchaser may deem necessary or appropriate. Seller shall cooperate with Purchaser by providing such additional information as Purchaser may reasonably request from time to time during the Investigation Period and shall cause its engineers, attorneys and other consultants to be reasonably available to Purchaser and its attorneys and consultants for consultations and information useful to the performance of Purchaser's investigation; provided, however, that Seller shall not be required to incur any liability or expense (other than the cost of copying and mailing) in connection therewith. All reports, documents, survey, tests, studies, investigations, evaluations, and other documents and materials obtained by or for Purchaser relating to the Property are collectively referred to as the “Purchaser's Investigation Materials”.

(c) Purchaser agrees to maintain in full force and effect during any period that Purchaser is making any entry onto the Property pursuant to this Agreement commercial general liability insurance insuring Purchaser and Seller against any and all claims for bodily injury and property damage occurring in or about the Property as a result of any such entry by Purchaser, Purchaser’s agents, employees, consultants, and representatives which insurance (i) shall be obtained from an insurer authorized to conduct business in the state in which the Property is located; (ii) shall have a combined single limit of not less than Two Million Dollars ($2,000,000); and (iii) shall include a contractual liability endorsement insuring Purchaser’s indemnity obligations hereunder. Purchaser shall provide evidence of such insurance to Seller prior to Purchaser’s initial entry onto the Property. Purchaser shall also indemnify and hold Seller harmless from any loss, cost or expense incurred by Seller as a result of the negligence, recklessness, or willful misconduct of Purchaser or any of Purchaser’s agents, employees or representatives who enter the Property and for any Hazardous Substance (as defined in Section 8(b)(ii) below) brought on to the Property by Purchaser or any of Purchaser’s agents, employees, consultants, or representatives. Purchaser shall have no indemnification obligation or other liability for, or in connection with, any claims arising from pre-existing conditions on or under the Property, or arising from the presence, discovery, or disturbance of any Hazardous Substance previously existing on the Property. The foregoing indemnification and hold harmless obligations shall survive Closing and termination of this Agreement.

(d) Within five (5) days after the Effective Date, Seller shall use commercially reasonable efforts to deliver to Purchaser copies of all documents in Seller’s possession or control pertaining to the Property and the proposed development thereof, including, but not limited to, environmental reports, any correspondence from any governmental agency concerning any environmental condition of or issue related to the Property, engineering studies, wetlands studies and/or permits, archeological studies, title reports or policies, surveys, site plans, proposed governmental regulations, agreements relating to school, water, sewer, road, impact fees and any other matters relating to the Property (whether recorded or not), leases, and
service agreements. Seller agrees to assist Purchaser (at no cost to Seller) in its efforts to obtain any documents or information concerning the Property from any governmental agency or any other entity that may have possession of such documents or information. Notwithstanding any of the foregoing and other provisions of this Agreement, Seller’s failure to deliver any documents to Purchaser shall not constitute a default under this Agreement.

(e) Purchaser shall have the further right to make inquiries of governmental authorities and utilities, and to submit proposed site plans to governmental agencies as contemplated herein.

(f) In the event the Property requires any environmental remediation, upon Seller’s request, Purchaser shall manage such remediation on behalf of Seller for a management fee not to exceed five percent (5.00%) of the total cost of the work, including any re-testing that is required at the conclusion of such remediation.

(g) Prior to the expiration of the Investigation Period (including any extension periods as set forth in Section 3(a) above), Purchaser, in its sole and absolute discretion, may elect to proceed with the Closing of this Agreement in accordance with the terms and conditions of this Agreement by notifying Seller in writing of such election to proceed not later than 5:00 p.m. (local St. Petersburg, Florida time) on the last day of the Investigation Period. If Purchaser fails to deliver to Seller such written notice of Purchaser’s election to proceed to Closing of this Agreement, Purchaser shall be deemed to have terminated this Agreement. Purchaser reserves the right to terminate this Agreement pursuant to this Section 3(g) for any reason whatsoever. Upon such termination, the Initial Deposit shall promptly be returned to Purchaser and the parties hereto shall be relieved of all liabilities and obligations under this Agreement; provided, however, subject to Section 3(c) above, that Purchaser shall promptly restore any damage to the Property caused by Purchaser’s activities on the Property during the Investigation Period, and other provisions hereof that expressly survive termination, shall survive termination of this Agreement.

4. **Title, Title Insurance and Survey.**

(a) Prior to expiration of the Investigation Period, Purchaser at Purchaser’s expense, may obtain from Majesty Title Services, LLC (the “Title Company”) a commitment (the “Commitment”) for an ALTA owner’s title insurance policy covering the Property for Phase I and Phase II and all easements appurtenant thereto, which commitment shall show that title to the Property is owned by Seller in fee simple and is marketable and insurable, subject to no liens, encumbrances, exceptions or qualification that would preclude Purchaser, in its sole discretion, from constructing and developing a multifamily community with parking and other amenities upon the Property. Purchaser shall deliver to Seller a copy of the Commitment within five (5) days of Purchaser’s receipt thereof.

(b) Prior to expiration of the Investigation Period, Purchaser shall, at its expense, obtain a current survey of the Property and Phase II (the “Survey”) together with a surveyor’s certification of the gross square footage included within the Property. Purchaser shall deliver to Seller a copy of the Survey within five (5) days of Purchaser’s receipt thereof.
Purchaser and Seller agree to finalize the legal description and boundaries of Phase I and Phase II within six (6) months of the Effective Date. If (i) Seller or Purchaser does not approve the proposed legal description and boundaries for Phase I and Phase II, or (ii) Seller and Purchaser do not agree on changes to any and all matters constituting the Survey, either Seller or Purchaser may terminate this Agreement by providing the other with written notice of termination within six (6) months after the Effective Date. The Survey shall be certified by the surveyor to Purchaser, Seller, the Title Company, and counsel to Seller and Purchaser.

(c) Prior to the expiration of the Investigation Period, Purchaser may examine the condition of title and survey matters. If, prior to the expiration of the Investigation Period, Purchaser fails either: (i) to terminate this Agreement pursuant to Section 3 above; or (ii) to provide Seller with written notice (the “Title Defect Notice”) of specific defects in the title to or the survey of the Property, then, for all purposes of this Agreement, Purchaser shall be deemed to have accepted title in the condition described in the Commitment and shall be deemed to have approved the Survey. Any title or survey exceptions or matters that are not objected to prior to the expiration of the Investigation Period shall be deemed “Permitted Exceptions” which shall remain exceptions to title of the Property and/or exceptions to matters of the Survey.

(d) If this Agreement is not terminated pursuant to Section 3 above, and if Purchaser timely delivers the Title Defect Notice, then Seller shall have a period of ten (10) days (the “Cure Election Period”) within which to notify Purchaser that: (i) Seller will attempt to remove or cure, at Seller’s sole cost and expense, all noted defects to title and/or the Survey; (ii) Seller will not remove or cure such noted defects to the title and/or the Survey; or (iii) Seller shall notify Purchaser that such noted defects are not removable or curable (such notice of election being referred to herein as the “Cure Notice”). If Seller fails to deliver the Cure Notice to Purchaser during the Cure Election Period, Seller shall be deemed to have elected not to cure the defects noted in the Title Defect Notice. If Seller declines to cure (or is deemed to have declined to cure) any defect noted in the Title Defect Notice, or if Seller notifies Purchaser that any such defect is not curable, Purchaser may elect within five (5) days after the Cure Election Period either: (A) to accept title to the Property as it is (in which event any such title defect(s) shall be deemed a Permitted Exception hereunder), subject to the right to deduct from the Purchase Price funds necessary to satisfy legally enforceable monetary liens arising by, through, or under Seller or Seller’s option; or (B) to terminate this Agreement by written notice to Seller delivered within the five (5) day period after the Cure Election Period, in which event Seller and Purchaser shall be released from any and all obligations and liabilities hereunder (except as specifically set forth in this Agreement) and the Deposit shall be promptly returned to Purchaser.

(e) If Seller elects to attempt to cure the Title Defects, and shall have been unable to do so by the Closing Date, then Purchaser shall have the right, at its sole election: (i) to terminate this transaction, in which case the Deposit shall be promptly returned to Purchaser, and the parties shall be relieved of any further obligations hereunder (except as specifically set forth in this Agreement); (ii) to extend the Closing, if agreed to by Seller, for such additional time as may be mutually agreed upon between the parties to allow Seller additional time to remove the Title Defect; or (iii) to elect to accept title to the Property in its then existing condition without reduction in the Purchase Price. Nothing contained herein shall require that Seller file any litigation or pay any money to cure a Title Defect.
(f) Seller covenants that at Closing, Seller shall deliver to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions. Purchaser shall require the Title Company to provide Purchaser (with a copy to Seller) with an endorsement to the Commitment at least five (5) days in advance of Closing for the purpose of updating the status of title. In the event that the endorsement reflects the existence of any additional exceptions to title that would constitute Title Defects, then Purchaser shall so notify Seller within five (5) days after receipt of the endorsement. Seller shall then have thirty (30) days to remove any additional Title Defects, and if Seller is unsuccessful in removing them within said time, then Purchaser shall have the options set forth in Section 4(e) above.

5. **Development Approvals.**

(a) Notwithstanding anything in this Agreement to the contrary, if, at any time on or before eleven (11) months after the Effective Date: (i) Purchaser determines, in the exercise of its sole and absolute discretion, that it shall not be able to obtain all necessary permits and approvals from the appropriate governmental authorities (including subdivision approvals and any changes in zoning, exceptions or variances that Purchaser deems necessary) in order to permit the commencement of construction, development and use of (A) a multifamily residential community containing approximately three hundred (300) market rate residential rental units constructed above cold-shell ground floor retail, in one (1) or more buildings of up to four (4) stories each, with parking, a clubhouse and a leasing office, related amenities, required landscaping, curb cuts and street openings for Phase I, (B) the proposed full build out of Main Street consistent with Seller’s conceptual plan for Phase I and Phase II, a copy of which is attached hereto as Exhibit B, (C) a stormwater retention pond sufficient to support Main Street and the entire project for Phase I and Phase II that shall be used as a community outdoor gathering green space including a lighted fountain, concrete walking path and seating areas (collectively, Sections 5(a)(i)(A), 5(a)(i)(B), and 5(a)(i)(C), hereinafter constitute the “Intended Improvements”) pursuant to a final, approved and unappealable site plan (the “Site Plan”) in a manner that satisfies the conditions set forth in Section 6(a)(i) below (sometimes hereinafter collectively referred to as the “Development Approvals”); or (ii) any contest(s) or appeal(s) of the Site Plan or the other Development Approvals are filed, then Purchaser shall have the right to terminate this Agreement, in which event the provisions of Section 6(b) below shall apply.

(b) Within six (6) months after the Effective Date, Seller and Purchaser shall enter into a Development Agreement for Phase I and Phase II which shall include further guidelines, requirements and obligations of Seller and Purchaser in conjunction with the development and construction of Phase I and Phase II (the “Development Agreement”), including, without limitation, the form of purchase and sale agreement for Phase II, the buildout of Main Street and the stormwater retention pond, and the construction of the community outdoor green space and walking paths. If within ninety (90) days after the expiration of the Investigation Period, Seller and Purchaser are unable to agree on the terms of such Development Agreement, then either Seller or Purchaser may terminate this Agreement and the parties shall be relieved of any further obligations hereunder except as specifically set forth herein.
(c) Purchaser shall have the express right to make any applications, or seek any approvals, as are required for Purchaser’s anticipated ownership, development, construction, use, operation and management of the Property. At no cost to Seller, Seller covenants and agrees to cooperate with Purchaser in order to enable Purchaser to seek the Development Approvals in as timely a fashion as possible (including the signing and filing of any required applications by Seller and/or in Seller’s name, if required, within five (5) business days after Seller’s receipt of Purchaser’s request that Seller take such action unless DeBary City Council approval for the filing of such approval is needed as determined by the City Manager, in which event, such approval or action may be considered at the next available City Council meeting), provided approvals encumbering the Property are not binding upon the Property until after Closing. The cost of preparing, filing, and processing the Development Approvals shall be borne solely by Purchaser.

(d) Notwithstanding any provisions in this Agreement to the contrary, Seller shall have no obligation (i) to approve the Site Plan or Development Approvals or any of Purchaser’s development applications, or (ii) to waive, reduce, or reimburse any fees or costs related to the Property or development of Phase I and Phase II unless as approved as part of or pursuant to the Development Agreement as agreed to and approved by Purchaser and the DeBary City Council.

6. **Conditions Precedent to Closing.**

(a) The following are conditions precedent that must be satisfied prior to or at the Closing. Purchaser shall have the right, in the exercise of its sole and absolute discretion, to terminate this Agreement pursuant to Section 6(b) below if Purchaser determines at any time on or before the Closing Date (as defined in Section 7(a)(i) below that any one (1) or more of such conditions may not be satisfied by the Closing Date.

(i) Purchaser shall have received a final, approved and unappealable Site Plan and all other necessary final Development Approvals for the construction, development and use of the Property with the Intended Improvements (including, without limitation, approval of approximately three hundred (300) market rate residential rental units or such other number of units acceptable to Purchaser in its sole and absolute discretion, and associated impact fees, offsite obligations, or other obligations related to the Property acceptable to Purchaser in its sole and absolute discretion); and the time period for appeal of the Site Plan and Development Approvals shall have expired without protest.

(ii) No moratorium on service by any utility serving the Property has occurred and none is threatened; and no moratorium on development on the Property has been imposed by any governmental authority and none is threatened.

(iii) Seller shall deliver marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions.
(iv) All of the representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date as if the same were made on and as of such date.

(v) All covenants and obligations of Seller required in this Agreement to be performed on or before the Closing Date have been timely and duly performed in all material respects.

(b) If Purchaser determines at any time on or before the Closing Date that any of the conditions set forth in Section 6(a) above may not be satisfied by the Closing Date, then Purchaser may, in the exercise of its sole and absolute discretion, terminate this Agreement by giving written notice to Seller at any time on or before the Closing Date. Upon such termination, both parties shall be released from all duties and obligations created herein (except as expressly set forth in this Agreement), and the Deposit shall promptly be returned to Purchaser. The conditions set forth in Section 6(a) above are for Purchaser’s sole benefit, and Purchaser may, in its sole discretion, waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof.

7. **Closing.**

(a) The date of the Closing shall be determined as follows:

(i) The Closing shall occur within twelve (12) months after the Effective Date, provided, that, all conditions precedent set forth in Section 6(a) above have been satisfied (the “Closing Date”). Notwithstanding anything contained herein to the contrary, at any time prior to the scheduled Closing Date, Purchaser, in its sole discretion, may elect to close this transaction. Purchaser shall exercise this election by delivering to Seller written notice of Purchaser’s intention to close, which notice shall set a Closing Date of not less than ten (10) nor more than thirty (30) days after the date of the notice. The Closing will be held at a location in Volusia County, Florida or at such place as the parties may mutually agree. As used in this Agreement, the term “Closing” shall mean the time at which the Escrow Agent or Title Company is in possession of all funds, instruments and documents necessary for the Title Company to perform its obligations under Section 7(b)(iv) below. Purchaser shall be granted full possession of the Property as of the Closing.

(b) The following procedures shall govern the Closing:

(i) Seller shall deliver to Purchaser and Purchaser’s attorney at least five (5) business days prior to Closing for Purchaser’s review, and to the Escrow Agent or Title Company at Closing, the following documents required to consummate the purchase and sale of the Property:

(A) A special warranty deed in recordable form (the “Deed”), in the form attached hereto as Exhibit C, which will convey to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, with the legal
description as set forth on Exhibit A or such other legal description as may be mutually agreeable to Seller and Purchaser pursuant to Section 4(b) of this Agreement;

(B) An owner’s affidavit in the form reasonably required by the Title Company or to permit the Title Company to issue to Purchaser upon completion of the Closing a title policy with the standard pre-printed exceptions deleted or modified in a customary fashion (including exceptions for mechanics’ liens, parties in possession and matters of survey), subject only to real estate taxes and the Permitted Exceptions (the “Title Policy”);

(C) a Certificate of Non-Foreign Status in the form of Exhibit D, duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(D) If applicable, authority documentation and any other documents reasonably required by the Title Company in order to confirm Seller’s authority to consummate this transaction;

(E) A certificate in the form attached hereto as Exhibit D that shall state that each and every representation and warranty of Seller contained in this Agreement is true and correct in all material respects as of the Closing Date as if made by the Seller on the Closing Date;

(ii) The Escrow Agent shall make the Deposit available in cash or by wire at the Closing.

(iii) For Closing costs or charges properly allocable to Seller at Closing, Seller may either deliver such funds to the Title Company or request the Title Company to deduct such costs from the sale proceeds due to Seller at Closing.

(iv) Purchaser shall deliver the following to the Title Company at Closing:

(A) The balance of the Purchase Price, less the Deposit, adjusted for the prorations and other payments provided for in this Agreement;

(B) Appropriate authorizing resolutions, duly executed, authorizing Purchaser to close the subject transaction;

(C) A certificate in the form of Exhibit F that shall state that each and every representation and warranty of Purchaser contained in this Agreement is true and correct in all material respects as of the Closing Date as if made by Purchaser on the Closing Date; and

(D) Such additional funds as may be required of Purchaser to pay Closing costs or other charges properly allocable to Purchaser.
(v) After the Escrow Agent or Title Company has received all of the items to be deposited with it, and when confirmation from the Title Company has been received that it is in a position to issue the Title Policy required hereunder, the Title Company shall:

(A) Record the Deed, instructing the recording office to return the recorded Deed to Purchaser;

(B) Record any other instruments executed by the parties or either of them that are contemplated by this Agreement to be placed of record;

(C) Issue to Purchaser a marked up Commitment obligating the Title Company to issue the Title Policy to Purchaser;

(D) Charge Seller for (1) the cost of all documentary and transfer taxes due upon recordation of the Deed, (2) the cost of curing any title conditions subject to the provisions of this Agreement, (3) all Broker’s fees due and payable under any separate agreement between Seller and Broker, and (4) Seller’s attorneys’ fees;

(E) Charge Purchaser for (1) the cost of the Survey, (2) the cost of Purchaser’s Title Policy, any related search fees or closing fees and any mortgagee title insurance policy and premiums relating thereto at the lowest possible simultaneous rate, (3) all financing costs and fees associated with the closing of any loan obtained by Purchaser, (4) the costs of all due diligence inspections and reports obtained by Purchaser, and (5) Purchaser’s attorneys’ fees.

(F) Prepare closing statements for Seller and Purchaser indicating deposits, credits and charges including the allocation of real property taxes and deliver the same, together with a disbursement of funds, to the appropriate party; and

(G) Deliver the Title Policy to Purchaser as soon as reasonably practicable.

(c) Any supplemental closing instructions given by either party shall also be followed by the Escrow Agent and the Title Company provided they do not conflict with any instructions set forth herein or are consented to in writing by the other party.

(d) At Closing, the real estate taxes and assessments on the Property shall be prorated between the parties on the basis of the real estate taxes and assessments paid for the most recent year that has been assessed and billed. If the actual real estate taxes and assessments for the year of Closing are not determinable at the Closing Date, then the parties agree to use the prior year’s taxes and the parties shall not re-prorate real estate taxes and assessments upon issuance of the real estate tax and assessments bills for the year of Closing. Each party shall be responsible for payment of its respective attorneys’ fees. This Section 7(d) shall survive Closing.
(e) The parties agree to cooperate with each other and to execute and deliver at Closing any agreements, certificates, affidavits and any other instruments not described in this Section 7 as may be necessary or desirable to effectuate the transactions contemplated hereby.


(a) Seller hereby represents and warrants to Purchaser, as follows, all of which representations and warranties are, to the Seller’s actual knowledge and belief, true and correct, in all material respects, as of the date hereof and shall be true and correct, in all material respects, as of the Closing Date:

(i) Seller is a Florida municipal corporation, duly organized, validly existing and in good standing in the State of Florida;

(ii) This Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms; and no further consents or approvals are required of Seller’s City Council as a condition to Seller’s obligations hereunder;

(iii) The execution of this Agreement and the fulfillment of Seller’s obligations hereunder shall not constitute or result in a breach of any term or provision of any existing mortgage, lease or other agreement to which Seller is a party or by which Seller may be bound;

(iv) To Seller’s actual knowledge, Seller (A) is not under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes in which the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws (as hereinafter defined); (B) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (C) has not had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. The term “Anti-Money Laundering Laws” means all applicable laws, regulations and sanction, state and federal, criminal and civil that, (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions, (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations;

(v) Seller is neither a “foreign person” nor “foreign corporation” as those terms are defined in the United States Internal Revenue Code, as amended, and Seller shall ratify this warranty by affidavit at the time of Closing;

(vi) Other than this Agreement or the existing Joint Marketing Agreement, as amended, that Seller has with owners of the Property, there are no existing agreements, in writing or otherwise, to sell or lease the Property or any portion thereof or granting any option to purchase or first right of refusal with respect to the sale or lease of all or any portion of the Property;
(vii) There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and Seller has received no notice of any public authority to take or use the Property or any part thereof;

(viii) There are no pending or threatened suits or proceedings against or affecting Seller or any part of the Property that: (A) involve a claim concerning title to the Property or any part thereof; (B) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same; or (C) do or could affect Purchaser's Intended Improvements or use of the Property;

(ix) To the best of Seller's knowledge, there exists no violation of any law, regulation, ordinance, order or judgment affecting the Property;

(x) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller in respect of the Property, nor are there any liens, actions, suits, proceedings, investigations or claims for taxes and/or assessments asserted by any taxing authority;

(xi) Seller has no knowledge of any Hazardous Substance on the Property;

(xii) Seller has disclosed or will disclose to Purchaser all assessments, studies, sampling results, evaluations and other reports commissioned by or for Seller or within Seller's possession or control relating to the environmental condition of the Property; and

(xii) Florida law requires the following disclosure to be given to the purchaser of property in the state. Seller has made no independent inspection of the Property to determine the presence of conditions which may result in radon gas; however, Seller is not aware of any such condition. Certain building methods and materials have been proven to reduce the possibility of radon gas entering the building:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

(b) For purposes of this Agreement:

(i) The term “Environmental Law” means any federal, state, county, municipal, local or other statute, ordinance, regulation agreement, judgment orders and decrees, now or hereafter enacted, promulgated or amended of the United States, the states, the counties, the cities and any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the
Property, the Property or the use of the Property, relating to pollution, the protection or regulation of human health and safety, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or water or Hazardous Substances into the environment (including, without limitation, ambient air, surface water, ground water, land or soil), including the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 et seq.

(ii) The term "Hazardous Substance" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products (including crude oil or any fraction thereof), radon gas which is not naturally occurring, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, Release or disposal of which is regulated by, any Environmental Law. Hazardous Substances shall include, without limitation, any substance, the presence of which on the Property (A) requires reporting, investigation or remediation under Environmental Laws; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of person on the Property or the adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass. The term Hazardous Substance shall not include customary cleaners and solvents or other substances used in the ordinary course of business.

(iii) The term "Release" means any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Substance.

(iv) The term "Seller’s Affiliates" means: (A) if Seller is an individual, any spouse, ancestor, descendant or sibling of Seller; (B) any corporation in which Seller is or was an officer, director or shareholder; (C) any partnership in which Seller is or was a partner; (D) any trust that is or was for the benefit of Seller or any spouse, ancestor, descendant or sibling of Seller; (E) if Seller is a partnership or limited liability company, any partner or member, respectively, of Seller; and (F) if Seller is a corporation, any officer, director or controlling shareholder of Seller.

(c) The representations and warranties made in Section 8(a) above shall be deemed to have been remade by Seller as of the Closing Date, as if made on and as of such date, except for such matters, if any, arising subsequent of the date of this Agreement, that are set forth in a certificate executed by Seller and delivered to Purchaser on or before the Closing Date, which certificate upon delivery shall be deemed to constitute a part of this Agreement. If any material representation or warranty made in Section 8(a) above was untrue when made or has become untrue as a result of Seller’s willful misconduct or intentional breach of this Agreement (or the willful misconduct or intentional breach of this Agreement by Seller’s agents, employees
or counsel), it shall be deemed a default of Seller and Purchaser shall be entitled to pursue any remedies for Seller’s default as set forth in Section 13 below. If a matter represented by Seller hereunder was true as of the Effective Date, but subsequently is rendered inaccurate due to causes other than Seller’s willful misconduct or intentional breach of this Agreement, then such inaccuracy shall not constitute a default by Seller under this Agreement, but shall constitute a failure of a condition to Closing hereunder as further set forth in Section 6 above.

(d) Other than covenants in the Deed and other matters that expressly survive Closing as set forth in this Agreement, the representations, covenants, warranties, and other matters in this Agreement shall merge into the Deed and not survive Closing unless as provided for herein.

(e) Notwithstanding anything to the contrary set forth in this Agreement, except as expressly set forth in this Agreement, the Property will be conveyed in its “as-is” “where-is” condition on the Closing Date, “with all faults” and “subject to all defects.” Except as expressly set forth in this Agreement, Seller specifically disclaims making any representation or warranty concerning the Property.

9. **Purchaser Representation and Warranties.**

(a) Purchaser represents and warrants that:

(i) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Florida;

(ii) This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms;

(iii) Neither entering into this Agreement nor consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any contract or instrument to which it is a party, or to which it is subject, or by which it or any of its assets or properties may be bound;

(iv) Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it; and

(v) Purchaser (without reference to its constituent entities) is not now nor shall it be at any time prior to or at the Closing a Person named in any executive orders or lists published by OFAC as a Specially Designated National or Blocked Person. To Purchaser’s actual knowledge, Purchaser (A) is not under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes in which the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (B) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (C) has not had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws.
(b) The representations and warranties made in Section 9(a) above shall be deemed to have been remade by Purchaser as of the Closing Date, as if made on and as of such date, except for such matters, if any, arising subsequent of the date of this Agreement, that are set forth in a certificate executed by Purchaser and delivered to Seller on or before the Closing Date, which certificate upon delivery shall be deemed to constitute a part of this Agreement. If any representation or warranty made in Section 9(a) above was untrue when made or has become untrue as a result of Purchaser’s willful misconduct or intentional breach of this Agreement (or the willful misconduct or intentional breach of this Agreement by Purchaser’s agents, employees or counsel), it shall be deemed a default of Purchaser and Seller shall be entitled to pursue any remedies for Purchaser’s default as set forth in Section 12 below. If a matter represented by Purchaser hereunder was true as of the Effective Date, but subsequently is rendered inaccurate due to causes other than Purchaser’s willful misconduct or intentional breach of this Agreement, then such inaccuracy shall not constitute a default by Purchaser under this Agreement, but shall constitute a failure of a condition to Closing hereunder.

(c) Other than covenants in the Deed and other matters that expressly survive Closing as set forth in this Agreement, the representations, covenants, warranties, and other matters in this Agreement shall merge into the Deed and not survive Closing.

10. **Covenants.**

(a) In addition to all other covenants and obligations of Seller in this Agreement, Seller covenants with Purchaser as follows:

(i) Between the Effective Date and the Closing Date, Seller shall not, without Purchaser’s prior written consent, create or permit by its consent encumbrances on the Property that will adversely affect the legal description on the Property, the physical character of the same or the status of title of the Property;

(ii) Between the Effective Date and the Closing Date, Seller shall not file any application for any change of the present zoning classification of the Property unless Purchaser approves such change;

(iii) Between the expiration of the Investigation Period and the Closing Date, there shall be no material changes in the condition of the Property from the condition in which Purchaser shall have accepted the Property upon the expiration of the Investigation Period;

(iv) Between the Effective Date and the Closing Date, Seller shall deliver to Purchaser copies of any correspondence from any governmental agency or correspondence or notices concerning pending or threatened suits or proceedings against or affecting Seller or any part of the Property within three (3) business days after Seller’s receipt thereof;
(v) If subsequent to Closing hereunder, any mechanics’ or other liens are filed against the Property or against Purchaser or its assigns, based upon any act or omission of Seller occurring prior to Closing, and such liens are not satisfied at Closing, Seller shall take such action (or cause such action to be taken), within ten (10) days after such filing, by bonding, deposit, payment or otherwise, as will remove, transfer, satisfy or insure over such lien of record against the Property, at Seller’s sole cost and expense;

(vi) On the Closing Date, there shall be no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise; and

(vii) Between the expiration of the Investigation Period and the Closing Date, Seller shall not enter into any leases, license agreements, subleases or other occupancy agreements for the Property.

(b) All of the foregoing covenants of this Section 10 shall merge into the Deed and not survive Closing except as set forth in this Agreement.

11. **Condemnation.** If any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking, of any portion of the Property, by eminent domain, condemnation or otherwise, are commenced prior to Closing, of if any portion of the Property is taken by eminent domain, condemnation or otherwise, prior to Closing, then Seller shall notify Purchaser promptly and Purchaser shall have the option, in its sole and absolute discretion, of either: (a) terminating this Agreement and receiving a full refund of the Deposit; or (b) Closing in accordance with the terms of this Agreement, but at the Closing, Seller shall assign to Purchaser all of its right, title, and interest in and to any awards that have been or may be made with respect to such eminent domain proceeding or condemnation (if the award is paid prior to Closing, such amount shall be held in escrow and delivered to Purchaser at Closing). Such election must be made by Purchaser within thirty (30) business days after the notice is furnished by Seller. If Purchaser fails to make an election in writing, Purchaser shall be deemed to have elected alternative (b). If this Agreement is not terminated pursuant to this Section 11, Purchaser shall have the right to contest the condemnation of the Property and/or the award resulting therefrom, and Seller shall not agree to or accept any compromise or condemnation award without obtaining Purchaser’s prior written approval, which approval shall not be unreasonably withheld.

12. **Default by Purchaser.** If Purchaser defaults in its obligations pursuant to this Agreement and such default continues for ten (10) days after receipt of notice thereof from Seller or if Closing fails to occur due to a default on the part of Purchaser, then the total amount of the Deposit shall be delivered to Seller as liquated and agreed upon damages; and thereafter, Purchaser shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Purchaser for specific performance or for damages by reason of the failure of Purchaser to close this transaction. The parties agree that this provision for liquidated damages is a bona fide attempt by the parties to resolve the amount of the damages which would be sustained by Seller in the event of the breach of this Agreement by Purchaser, and the parties recognize that the actual amount of such damages, if any, would be speculative and extremely difficult of ascertainment. Notwithstanding anything to the contrary set forth in this Agreement,
Purchaser shall not be deemed to be in default for the City of DeBary’s failure to approve the Site Plan or any of the Development Approvals required for Purchaser to develop and construct the Intended Improvements on the Property.

13. **Default by Seller.** If Seller defaults in its obligations pursuant to this Agreement and such default continues for ten (10) days after receipt of notice thereof from Purchaser, or if the Closing fails to occur due to a default on the part of Seller, then, at the option of Purchaser: (a) Purchaser may terminate this Agreement and the Deposit shall be promptly returned to Purchaser; or (b) Purchaser may maintain an action for specific performance. Notwithstanding the preceding sentence, if specific performance is not an available remedy, Purchaser shall have the right to maintain an action for damages or other remedies against Seller as may be available at law, in equity or otherwise.

14. **Brokers & Consultants.** Seller and Purchaser each represent and warrant to the other that there are no real estate agents, brokers, finders, or other persons or entities entitled to a commission or similar fee in connection with the transaction contemplated herein, with the exception of Colliers International ("Broker") whose broker fee/commission shall be paid by Seller at Closing pursuant to a separate agreement between Seller and Broker. In the event any claims arise for any commissions, fees, or other compensation in connection with the transaction contemplated herein other than that referenced in this paragraph, the party causing such claims or through whom such claims are made, shall indemnify and hold the other party hereto harmless for any loss or damage which such other party suffers as a result thereof. The foregoing indemnification shall survive the Closing or an earlier termination of this Agreement.

15. **Notices.** All notices authorized or required herein shall be in writing and shall be considered delivered when hand delivered or when sent by registered or certified mail, return receipt requested, addressed as set forth below. Address for notice purposes are, as follows:

If to Purchaser:
Mosaic Development, LLC
1763 1st Avenue North
St. Petersburg, FL 33713
Attn: Roxanne Amoroso
Email: ramoroso@mosaicdevelopmentfl.com

With a copy to:
Mosaic Development, LLC
1763 1st Avenue North
St. Petersburg, FL 33713
Attn: S. Maki Uchiyama, Esq.
Email: muchiyama@mosaicdevelopmentfl.com

If to Seller:
City of DeBary
16 Columba Road
DeBary, FL 32713
Attention: Carmen Rosamonda

With a copy to:
Fishback Dominick
Each party may change its address for notification purposes by delivering written notice of such change of address to the other party.

16. Escrow Agent. The Escrow Agent shall be responsible for holding and disbursing the Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of the Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. In the event that the Escrow Agent receives a written demand from either Seller or Purchaser for the disbursement of the Deposit (which demand shall include an explanation setting forth the factual basis for such party’s demand for the Deposit), then the Escrow Agent shall give written notice to the other party of such demand and of the Escrow Agent’s intention to remit the Deposit to the party making the demand, unless the Escrow Agent receives a written objection from the other party within ten (10) days. If the Escrow Agent does not receive a written objection from the other party within the stated date, then the Escrow Agent is hereby authorized to remit the Deposit to the party making the demand for the Deposit. If, however, within ten (10) days after such notice, the Escrow Agent receives either written objection from the other party or a conflicting demand for the disbursement of the Deposit, then the Escrow Agent shall continue to hold the Deposit in escrow until otherwise directed by joint written instructions from Seller and Purchaser or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, the Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both parties hereto and thereafter be free from any further obligation to the parties or hereunder. The Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. The Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel and the parties shall each be responsible for and each pay one-half of Escrow Agent’s attorney’s fees in such event. The Escrow Agent may act upon any instrument or signature reasonably believed by the Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by the Escrow Agent to be authorized, has been duly authorized to do so. The Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, or gross negligence, the Escrow Agent shall be excused from all responsibility, including insolvency of any depository, absolutely. The parties acknowledge that the Escrow Agent is the law firm which represents Seller in connection with this transaction and that in the event of any dispute or litigation hereunder, it may continue to do so and to serve as the Escrow Agent hereunder and Purchaser waives any conflict. The Escrow Agent’s rights and obligations shall survive termination of this Agreement or the Closing and the Escrow Agent is an express third party beneficiary of this Section 16.

17. Attorneys’ Fees. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings),

Purchase and Sale Agreement
Mosaic Development/DeBary, FL

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incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled. Attorneys’ fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other reasonable charges billed by the attorney to the prevailing party.

18. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement by and between parties hereto with respect to the purchase of the Property and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to purchase of the Property. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.

(b) **Binding Effect.** All terms and provisions of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and assigns.

(c) **Assignment.** Prior to Closing, Purchaser may assign its rights hereunder to an entity in which Purchaser is a member or manager provided Purchaser shall not be relieved from Purchaser’s obligations.

(d) **No Waivers.** The waiver by either party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by either party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

(e) **Headings.** The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.

(f) **Pronouns; Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

(g) **Time.** Time shall be of the essence. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

(h) **Severability.** The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof. In the event that any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a
manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Agreement shall be construed as if such provision had not been inserted.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.

(j) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts or choice of laws.

(k) Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Volusia County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

(l) Trial by Jury. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement.

(m) Recording. Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in the public records of Volusia County, Florida.

(n) Electronic Signatures. This Agreement shall be effective when the parties have forwarded their respective signatures by electronic mail either to the other party or the other party’s counsel. Electronic signatures shall have the same legal effect as original signatures.

(o) Force Majeure. In the event any act of either Seller of Purchaser cannot take place solely because of a hurricane, war, tornado or similar casualty which causes banks in the county where the Property is located to close and/or insurance companies to cease writing new policies in such county, then the time period for a party to perform such act shall be postponed until the earlier of: (i) three (3) business days after the bank have reopened and insurance can be written, or (ii) fifteen (15) business days after the Closing Date.

(p) Purchaser’s Investigation Materials. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated due to a Purchaser default pursuant to Section 12 hereof, Purchaser agrees that it shall deliver copies all of Purchaser’s Investigation Materials to Seller without any representations or warranties and at no cost to Seller. This provision shall survive termination of this Agreement.
(q) COVID-19 Delays. "Critical Information or Process" means any service or information, the review or processing of any application, submittal or permit, or the granting of any approval that Purchaser or Seller relies upon in connection with its exercise of any right, performance or any obligation, or satisfaction of any condition under this Agreement. "Critical Provider" means any third party (including any private person or entity or any governmental entity) that provides any Critical Information or Process to Purchaser or Seller. "COVID-19 Delay" means each delay by any Critical Provider in providing any Critical Information or Process to Purchaser or Seller because the Critical Provider, in accordance with the requirements of any governmental order (and not otherwise) respecting the COVID-19 pandemic, closes its offices or operations or alters or suspends its schedule. Without limiting the generality of the preceding sentence, a COVID-19 Delay would include the Title Company’s delay in delivering the Commitment, or a surveyor’s delay in delivering the Survey, or a governmental entity’s delay in processing or granting any Development Approvals, where the applicable Critical Provider closes its offices or operation or suspends its schedule due to government order. Notwithstanding any other provision in this Agreement to the contrary, if a COVID-19 Delay occurs, each date by which Purchaser or Seller is required to exercise a right, satisfy a condition or perform an obligation under this Agreement (for which Purchaser or Seller is relying on the Critical Information or Process that is the subject of a COVID-19 Delay) shall be extended by a period equal to the duration of the COVID-19 Delay, provided, that, the party claiming the existence of a COVID-19 Delay shall provide written notice to the other party of the COVID-19 Delay within five (5) days after the notifying party’s reasonable determination that the COVID-19 Delay is occurring. Notwithstanding the foregoing, in no event shall either party be entitled to extension(s) under this Section 18(q) for more than thirty (30) days in the aggregate.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

SELLER:

CITY OF DEBARY,
a Florida municipal corporation

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

PURCHASER:

MOSAIC DEVELOPMENT, LLC,
a Florida limited liability company

By: ______________________________
Roxanne Amoroso
Principal
Date: April 1, 2022

ESCROW AGENT:

FISHBACK DOMINICK

By: ______________________________
Name: ____________________________
Title: ____________________________
Exhibit ‘A’
General Depiction of the Property and Phase II

NOTE: CONCEPTUAL PHASING PLAN IS SUBJECT TO CHANGE PURSUANT TO THE AGREEMENT
Note: Conceptual Plan is subject to change pursuant to the Development Review Process and approved Master Developers Agreement.
EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

This Instrument Prepared By:

Mosaic Development, LLC
1731 1st Avenue North
St. Petersburg, FL 33713
Attention: S. Maki Uchiyama

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this _____ day of _____, 202____ between __________________________, a Florida limited liability company, whose mailing address is __________________________, as Grantor, and __________________________, whose mailing address is 1763 1st Avenue North, St. Petersburg, Florida 33713, as Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

A tract or parcel of land situated in the State of Florida, County of ______, City of ______, being more particularly described in Exhibit A attached hereto and incorporated herein.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record.

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

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor except for the matters set forth on the attached Exhibit B which are not re-imposed by this reference.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

Print Name: __________________________

Print Name: __________________________

GRANTOR:

______________________________,
a __________________________

By: __________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGEMENT

STATE OF __________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ___ day of __________, 20_ by means of physical presence by __________________________, as __________________________. He/She is personally known to me or has produced __________________________ as identification.

(SEAL) Notary Public - Signature
Print Name: __________________________
My commission expires: __________________________
EXHIBIT A TO DEED

LEGAL DESCRIPTION OF PROPERTY

[To be Attached]
EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

[To be Attached]
EXHIBIT D

FORM OF CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by a limited liability company ("Seller"), the undersigned hereby certifies the following on behalf of the Seller:

1. Seller is not a foreign limited partnership as that term is defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's U.S. employer identification number is _______________; and

3. Seller's address is __________________________________________.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and believe it is true, correct and complete, and it further declares that it has authority to sign this document on behalf of Seller.

Dated: ______________________, 20____

SELLER:

__________________________________
a ____________________________________

By: _______________________________
Name: _____________________________
Title: ______________________________

Purchase and Sale Agreement
Mosaic Development/DeBary, FL

Exhibit D
EXHIBIT E
FORM OF SELLER’S CERTIFICATE

The undersigned hereby certifies that each of the representations and warranties made in Article 5 or elsewhere of that certain Purchase and Sale Agreement dated as of ________, 20___, as amended and/or assigned, by and between the undersigned and [the predecessors in interest to] ________________, are correct and complete in all material respects as of the date hereof except

Dated: ________________, 20___

SELLER:

__________________________,
a

By: _______________________
Name: _______________________
Title: _______________________
Date: _______________________

Purchase and Sale Agreement
Mosaic Development/DeBary, FL

Exhibit E
EXHIBIT F

FORM OF PURCHASER’S CERTIFICATE

The undersigned hereby certifies that each of the representations and warranties made in Article 6 or elsewhere of that certain Purchase and Sale Agreement dated as of __________, 2022, as amended and/or assigned, by and between __________________ and Mosaic Development, LLC, a Florida limited liability company, are correct and complete in all material respects as of the date hereof except ________________________________.

Dated: __________________, 20__

PURCHASER:

____________________________

a ________________________

By: ________________________
Name: ______________________
Title: ______________________
REQUEST

The Applicant, Falcone & Associates, LLC, requests City Council approve a sketch plan and proposed waivers for the aforementioned sketch plan in the City of DeBary Transit Oriented Development (TOD) Overlay District, providing for mixed use (live-work) units, townhomes, and single-family homes.

PURPOSE

The applicant wishes to move forward with a project to begin planning out a mixed-use TOD development that will contain 4 future commercial tracts, 36 live-work units (commercial on the first floor, residential above), 30 single-family lots, and 228 townhomes.

CONSIDERATIONS

The property is between Shell Road South and U.S. 17-92, west of the recently platted Springwalk at The Junction.

The Applicant is requesting approval of a sketch plan and various waivers to begin drafting the Overall Development Plan and Development Agreement. The property is approximately 32.17 acres.

Approximately 26% of the total property (8.35 acres) will be dedicated to being open space. The applicant is proposing 822 total parking spaces throughout the entirety of the development, with there being a mix of on- and off-street parking. 93 spaces are intended for the single-family portion; 73 spaces for the live-work units; and 656 spaces for the townhomes.

General Land Use Assessment:

Zoning. The proposed development has an existing zoning of B-3 (Shopping Center) and I-1 (Light Industrial). Being in the TOD, the proposal, if approved, would be administratively rezoned to a PUD.

Future Land Use: The proposed development is under the future land use classification of Southeast Mixed Use Area (SEMUA). As per Comprehensive Plan Policy 5.406(a)(1), SEMUA allows for mixed-use developments and residential. Policy 5.406(a)(1)a.i requires a minimum of 8 dwelling units per acre, of which this proposal exceeds at roughly 10 dwelling units per acre. Policy 5.406(a)(1)a.ii requires the minimum floor-area ratio (FAR) for non-residential be 0.3 minimum, of which this development will meet.
Policy 5.406(a)(1)a.vii includes live-work units, townhouses, and single-family houses as transit-supportive land uses.

The following matrix identifies the uses of neighboring properties for the proposed development:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DESIGNATION</th>
<th>FLU DESIGNATION</th>
<th>USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>I-1</td>
<td>Industrial/Service</td>
<td>Industrial</td>
</tr>
<tr>
<td>South</td>
<td>I-1</td>
<td>Southeast Mixed Use Area</td>
<td>Vacant</td>
</tr>
<tr>
<td>East</td>
<td>MPUD</td>
<td>Southeast Mixed Use area</td>
<td>Apartments &amp; single-family</td>
</tr>
<tr>
<td>West</td>
<td>I-1</td>
<td>Industrial/Service</td>
<td>Industrial</td>
</tr>
</tbody>
</table>

The proposed use is compatible with the intended development of the area.

Waivers: The applicant is requesting multiple waivers from Land Development Code Chapter 5, Article VI.

<table>
<thead>
<tr>
<th>LDC Section</th>
<th>WAIVER REQUESTED</th>
<th>EXPLANATION</th>
<th>STAFF COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDC Section 5-131(c)(3)</td>
<td>Allow for variation from the Floor Area Ratio (FAR) requirements of 0.40 to 0.30 Minimum FAR</td>
<td>We are requesting reduction in intensity requirements due to demand for single story land uses such as a grocery/market/microbreweries/restaurants etc. where it is not possible to reach the minimum .4 FAR requirement in the LDC.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>LDC Section 5-131(b)(2)(d)</td>
<td>Allow residential on the ground floor adjacent to 17-92</td>
<td>We are requesting to allow two story townhomes adjacent to 17-92 and some limited retail parcels. With the buildings setback approximately 45’ from the 17-92 roadway we feel that this is an appropriate use. We also are providing live/work residences along main street.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>LDC Section 5-132(e)(3)a</td>
<td>Maximum 2.8 Acre (300'x400') block size</td>
<td>Allow a block size length of up to 700’ and up to 4 acres to accommodate the current proposed land uses.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>LDC Section 5-132(c)(1)d</td>
<td>Requires a 12’ walk from back of curb with a street furniture zone</td>
<td>Allow a 6' landscape area at the back of curb for street tree planting and a 5' walk on either side of the road in lieu of the 12’ sidewalks.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>LDC Section 5-132(e)(10)</td>
<td>Waive the requirement for 5’ Bike Lanes on all Streets</td>
<td>The Master Plan includes an internal 12’ multi-use trail along the Parkway in lieu of on-street bike paths. On-street bike paths are a less inviting and less safe environment. The extended pavement for on-street biking also widens the ROW with additional pavement which increases traffic speed.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>LDC Section 5-133(b)(2)</td>
<td>Allow a minimum of 5’ side yard setback on single family homes in lieu of the 8’ minimum for any one side. Also allow 15’ Corner lot setbacks as opposed 20’.</td>
<td>The Master Plan includes a rear loaded higher density single family residence that requires a 5’ side yard setback and a 15’ street corner setback adjacent to the alley.</td>
<td>Staff recommends approval of the requested waiver.</td>
</tr>
<tr>
<td>LDC Section 5-133(b)(9)a</td>
<td>Allow for a higher parking ratio for land uses based on market demand and allow for no minimum parking requirements.</td>
<td>Increase the maximum parking requirements to meet market demand for end users. Parking is required and needed for the success of the businesses who will see much of their patrons from the DeBary area. The residents will be driving</td>
<td>Staff recommends approval of the requested waiver, based on all reviews during the Overall Development Plan process.</td>
</tr>
<tr>
<td>LDC Section 5-133(b)(4)(i)</td>
<td>Waive the requirements for a 30’ wide buffer and masonry wall</td>
<td>Encore: We are requesting that this buffer width be reduced to 10’ and a 6’ decorative PVC fence be provided. City: As per LDC Section 5-133(b)(4)l., all new development shall provide a 30-foot landscape buffer with a masonry wall along industrial zoned frontages that are not incorporated into the TOD Overlay District. Buffer requirements shall conform with industrial/commercial criteria outlined in the Land Development Code. In addition, Section 5-62(h) states that tree planters with accent plantings shall be placed adjacent to the inside of the fence or wall. Please see Section 5-64 for construction specifications</td>
<td>Staff recommends approval of a waiver to reduce that 30-foot buffer to a ten 10-foot buffer; however staff still recommends for landscape buffer with a masonry wall along industrial zoned frontages.</td>
</tr>
</tbody>
</table>
**FINDINGS OF FACT**

- The applicant proposes to develop a mix of single-family, townhouses, live-work units, and commercial uses on approximately 32.17 acres of land.

- The proposed amendment meets the criteria of Chapter 5, Article VI of the Land Development Code aside from the requested waivers.

- The proposed development is consistent and compatible with the City of DeBary Comprehensive Plan.

- The Development Review Committee recommended approval to the DeBary City Council on February 15, 2022,

**COST/FUNDING**

N/A
RECOMMENDATION
It is recommended that the City Council approve the sketch plan alongside the waivers that staff has recommended for approval in the above table.

IMPLEMENTATION
If the City Council approves the proposed sketch plan, the applicant would need to submit a Development Agreement and Overall Development Plan to move forward with the project.

ATTACHMENTS
Plans
Schematic design
17-92-yard exhibit
Architectural renderings
DEBARY TOD
SCHEMATIC DESIGN

March 03, 2022
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<td>US 17/92 Frontage Renderings</td>
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<td>Shell Road - Main Street</td>
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<td>Faux-Bridge Gateway Rendering</td>
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<tr>
<td>15-16</td>
<td>Bridge-Gateway Elevation</td>
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</table>
Overall Master Plan

KEY LEGEND
- BUILDING UNITS
- ROAD
- SIDEWALKS
- ENHANCED HARDSCAPE
- OPEN SPACE
- STORMWATER POND
- FOCUS AREAS
US 17/92 Frontage Rendering
Shell Road | Main Street

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3 Live-Work Units - Street Elevation | Page 11
4 Faux-Bridge - Gateway Elevation | Page 13
Streetscape Finish Plan

- Ornamental / Accent Tree
- Canopy Tree
- Bike Rack
- Bench
- Concrete Sidewalk
- Detectable Pavers
- Groundcover
- Waste Receptacle
- Streetlight
- Sod
- Future Curb Cut
- Tree Grate
- Brick Paving #1
- Brick Paving #2
- Asphalt
- Concrete Sidewalk
- Detectable Pavers
- Sod
- Future Curb Cut
- Tree Grate
- Brick Paving #2
- Asphalt
Shell Road Cross Section
Shell Road Streetscape Rendering
Live-Work Street Elevation
Live-Work Building Elevation Rendering
Faux-Bridge - Gateway Elevation

- Gateway Column
- Streetlight Column
- Steel Railing
Faux-Bridge - Gateway Rendering
Bridge-Gateway Elevation

- Standing Seam Metal Roof
- Streetlight
- Steel Railing
- White Painted Brick Column
- Metal Corbels
- Brick/Masonry Wall with Pre-cast Cap
- White Painted Brick Light Post Base
- Steel Post with Cap
Stand-alone gateway monument for placement at key entry points into the development

Branding/Logo Placement Opportunity
THANK YOU!

Ryan Seacrist, PLA
rseacrist@rviplanning.com

Bailey Overstreet
boverstreet@rviplanning.com

Cole Harley
charley@rviplanning.com
DeBary TOD Development
DeBary, Florida

Town Home 8 Unit Building
Schematic Design SK-1

END UNITS - 1,301 S.F. (A/C) - 2 BDRMS/2.5

INTERIOR UNITS - 1,520 S.F. (A/C) - 3 BDRMS/2.5

FOOTPRINT
DeBary TOD Development
DeBary, Florida

Cottage B
Schematic Design SK-1

LIVING AREA: 1,997 SF (A/C)

OPTIONAL BEDROOM 4

RIGHT SIDE ELEVATION

REAR ELEVATION

LEFT SIDE ELEVATION

FIRST FLOOR PLAN

SECOND FLOOR PLAN
REQUEST

Staff is requesting City Council approval of the construction contract with LaFleur Nurseries and Garden Center, LLC, and the Construction Engineering & Inspection (CEI) services contract with Neel-Schaffer for the installation and construction of the Highway 17-92 landscape project.

PURPOSE

To provide aesthetic enhancement of the 17-92 corridor along the City’s Village Center Overlay District. This project will complete the construction phase of this grant project as outlined in the Joint Partnership Agreement (JPA) with FDOT.

CONSIDERATIONS

- The City applied and received a $227,171.00 grant from FDOT
- City approved receipt through Resolution No. 2021-09, signed May 19, 2021
- The City worked with FDOT to survey Hwy 17-92, conduct utility location survey, hired GAI Consultants for Landscaping Engineering and issued an RFP for construction services.
- The City also secured CEI services from Neel-Schaffer, Inc., which has a Continuing Contact with the City.
- All work, including the RFP has been reviewed and approved by FDOT.
- Project includes planting 167 Lagerstroemia Indica “Natchez” or commonly known as White Standard Crape Myrtles along Highway 17-92 between Highbanks Road and Plantation Road. This project also includes mulching, monthly maintenance for one year and watering for one year.
- LaFleur Nurseries and Garden Center, LLC is the lowest and best bid.
**COST/FUNDING**

The cost of this project is included in the FY 2021-22 approved budget. The reimbursable grant from FDOT is up to $227,171.00.

LaFleur Contractor Proposal: $290,000.00 + 5% contingency ($14,500.00) for total of $304,500.00;

Neel-Schaffer CEI Services Proposal: $27,040.00

**RECOMMENDATION**

Recommendation for City Council to approve the construction & landscape installation contract from LAFLEUR NURSERIES AND GARDEN CENTER, LLC in the amount of $290,000.00 in conjunction with the 17-92 Landscape Project;

Recommendation for City Council to approve a 5% contingency budget to be established to provide funding for unforeseen conditions that may arise during construction. The recommended contingency amount is $14,500.00.

Recommendation for City Council to approve the CEI contract from NEEL-SCHAFFER to perform the construction phase services in the amount of $27,040.00 in conjunction with the 17-92 Landscape Project.

**IMPLEMENTATION**

Upon award of these contracts, a preconstruction meeting will be held to begin construction in mid-April. Project completion is expected at 60 days after Notice to Proceed.

**ATTACHMENTS**

17-92 Landscape Construction Plans
LaFleur Nurseries and Garden Center, LLC – Construction Bid
Neel-Schaffer – CEI Proposal
November 5, 2021

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

REFERENCE: ENGINEERING SERVICES PROPOSAL FOR CONSTRUCTION ADMINISTRATION AND INSPECTION (CEI) FOR US 17-92 LANDSCAPING IMPROVEMENTS DEBARY, FLORIDA

Dear Mr. Rosamonda:

As requested, NSI is pleased to provide Construction Engineering and Inspection services for the US 17-92 Landscape improvements project from Plantation Road to Highbanks Road. These improvements include planting of trees within the Right of Way of a 1.5-mile segment of US 17-92. The fee proposal outlined below presents the scope of work and estimated fees for the engineering and inspection services related to the construction administration. The work will be performed on a time and materials – not to exceed basis, and the fee is based on an average of 40 hours per week of inspection for 4-weeks of the 60-calendar day period for construction activities. Other tasks detailed below include project management, substantial and final inspections, and project closeout. It is understood that this project is partially funded through a Joint Participation Agreement (JPA) Grant with the Florida Department of Transportation (FDOT).

Task 1. Attend Preconstruction Conference and Monthly Meetings
NSI staff will attend a preconstruction conference for the construction project. During the conference, the Project Engineer will present the agenda and record meeting minutes. The Project Manager and Engineer will also attend monthly project meetings. During these meetings the Engineer will conduct the meeting and maintain meeting minutes with the Contractor, Subcontractors and City’s representatives. Following the meetings, the Engineer will prepare meeting minutes for distribution to the meeting attendees.

Task 2. Review and Respond to RFIs
The Engineer will review RFIs submitted by the Contractor. Activities for this task include maintaining a submittal log/record, reviewing RFIs, providing work directives and comments, and transmitting copies of reviewed RFIs to the City staff and the Contractor.

Task 3. Inspection
The Inspector will conduct on-site inspection of the work in progress to determine if the work is proceeding in accordance with the Contract Documents, approved Maintenance of Traffic (MOT) plans, approved submittals, shop drawings and permits. The Inspector and Project Manager will notify the City of all unacceptable work or materials and report immediately, within 24 hours both verbally and in
writing, whenever any work or material fails to conform to the Contract Documents, submittals, and shop drawings. The Inspector will maintain daily reports of construction activities and any deficient and nonconforming work and resolutions from Notice to Proceed to the project Final Completion for each contract day.

**Task 4. General Coordination Activities/Technical Assistance**
The Engineer will provide technical assistance to the Contractor and City representatives during project construction to provide clarification and interpretation of the Drawings and Specifications and to resolve technical issues or conflicts which may arise, and will provide general coordination tasks between City representatives, Contractor, FDOT and other parties or entities, as necessary. The Engineer will prepare sketches and drawings to resolve actual field conflicts, if necessary. This will include reviewing pay applications and coordination with FDOT and City staff as necessary to aid with JPA grant reimbursement. The Engineer will also provide technical assistance to resolve any unforeseen conditions during construction and will make unscheduled site visits, if necessary. Furthermore, the Engineer will review laboratory, shop, and test reports, as applicable, related to materials and quality of work and will aid in claims negotiation and dispute resolution. Additionally, the Engineer will review and monitor the Contractor’s construction schedule and will advise the City regarding the progress and problems affecting such progress.

**Task 5. Substantial and Final Completion Inspections**
The Engineer will perform one site inspection each at substantial completion and final completion. Each inspection will include a “walk through” of the entire project, formation of a punch list for deficient work and formalization and transmittal of the punch list to the Contractor and City representatives.

**Task 6. Closeout Documentation Review, Final Submittals, preparation and submittal of As-built Drawings**
The Engineer will inspect all plantings and materials installed in the project verifying the contractor has met the requirements of the plans and specifications. Prior to final payment, the Engineer will verify that all testing requirements, if any, have been met and documented. The Engineer will also verify all as-built documentation, warranties and product information has been properly prepared and submitted by the Contractor. All final closeout documentation will be submitted in accordance with FDOT and contract requirements including preparation and submittal of Final As-Built plans in accordance with Chapter 5.12 of the CPAM.

**City Responsibilities and Activities**
It is expected that the City will provide representation during construction, review the redline as-builts prepared by the contractor, and provide the Project Engineer with any agreements regarding construction activities for this project.

**Deliverables**
- Daily Construction Activity Reports for the days the work site was visited (Electronic Submittal).
- Photographs of site visits and inspections (Electronic Submittals).
- Engineer approved shop drawings (Hard Copy/PDF).
- Certified Pay Request (Hard Copy/PDF).
- Substantial Completion Punch List (Hard Copy/PDF).
- Reviewed Closeout Documentation Comments (Testing, Warranties, Product Information).
- As-built Drawings.
- Email or CD of documents in PDF format, photographs in JPEG format.

We propose to provide these construction phase services for the Hourly – Not to Exceed amount of $27,040.00 based on the above task and terms and conditions of the CCNA contract between Neel-Schaffner, Inc., and the City of Debary. The breakdown of tasks and expected level of effort are provided in Tables 1 and 2. Fees will be submitted monthly upon percent completion. Should additional services beyond the scope of this letter agreement be necessary, additional fees may be required. We appreciate the opportunity to provide these services to the City of Debary and look forward to continuing to work with you. If you have any questions, please give me a call.

Sincerely,

NEEL-SCHAFFER, INC.

Steven R. Cockerham, P.E.
Senior Project Manager

ACCEPTED: CITY OF DEBARY

BY: __________________________________________

PRINT NAME AND TITLE: __________________________________________

DATE: __________________________________________
### TABLE 1

**NEEL-SCHAFFER SUMMARY OF FEES**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Sr. Project Manager</th>
<th>Project Engineer</th>
<th>Inspector</th>
<th>Designer I</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Manhours (See Table 2)</td>
<td>16</td>
<td>88</td>
<td>174</td>
<td>16</td>
<td>278</td>
</tr>
<tr>
<td>Total Man - Months (See Table 2)</td>
<td>0.05</td>
<td>0.27</td>
<td>0.53</td>
<td>0.05</td>
<td>0.89</td>
</tr>
</tbody>
</table>
| Labor Wage Rate ($/hr) | $180.00 | $100.00 | $80.00 | $90.00 | $
| Total Labor Cost | $2,880.00 | $8,800.00 | $13,920.00 | $1,440.00 | $27,040.00 |

**TOTAL LUMP SUM FEE** (rounded to nearest dollar) $27,040.00

### TABLE 2

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

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Project Manager</th>
<th>Project Engineer</th>
<th>Inspector</th>
<th>Designer I</th>
<th>Total</th>
<th>Total Cost Per Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Preconstruction conference and monthly meetings</td>
<td>2</td>
<td>8</td>
<td>2</td>
<td></td>
<td>12</td>
<td>$1,320.00</td>
</tr>
<tr>
<td>2 Review and respond to RFIs</td>
<td>2</td>
<td>16</td>
<td></td>
<td></td>
<td>18</td>
<td>$1,960.00</td>
</tr>
<tr>
<td>3 Weekly Inspection (40 hrs/week for 4 weeks)</td>
<td></td>
<td></td>
<td>160</td>
<td></td>
<td>160</td>
<td>$12,800.00</td>
</tr>
<tr>
<td>4 General Coordination Activities and Technical Assistance, Reviewing pay applications, shop drawings, test results and JPA grant reimbursement assistance</td>
<td>8</td>
<td>40</td>
<td></td>
<td></td>
<td>48</td>
<td>$5,440.00</td>
</tr>
<tr>
<td>5 Substantial and final completion inspections</td>
<td>2</td>
<td>8</td>
<td>4</td>
<td></td>
<td>14</td>
<td>$1,480.00</td>
</tr>
<tr>
<td>6 Closeout Documentation Review, Final Submittals, preparation and submittal of As-built Drawings</td>
<td>2</td>
<td>16</td>
<td>8</td>
<td>16</td>
<td>42</td>
<td>$4,040.00</td>
</tr>
</tbody>
</table>

**TOTAL MANHOURS** 16 88 174 16 294 $27,040.00

**TOTAL MAN - MONTHS** 0.05 0.27 0.53 0.05 0.89
The City of DeBary, FL
16 Colomba Road
DeBary, FL 32713

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the work and that from personal knowledge and experience, or that it has made sufficient test holes and/or other subsurface investigations to fully satisfy itself that such site is a correct and suitable one for this work and it assumes full responsibility therefore; that it has examined the Drawings and Specifications for the work and from its own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and it has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Security or Bid Bond, Contract, separate Performance and Payment Bonds, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of DeBary, Florida in the form of the contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.
The Bidder further agrees to execute a Contract and, if required, furnish satisfactory separate one hundred percent (100%) Performance and Payment Bonds therefore, within ten (10) consecutive calendar days after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on its part to execute the said Contract and the Contract Bond within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying its bid and the money payable thereon shall be paid to the City of DeBary, Florida as liquidation of damages sustained by the City; otherwise; the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Contract Bond is filed.

The Bidder further agrees to comply with the Disadvantages, small and Women owned Business Enterprises Program goal of 10% as established by the City Council (City of DeBary, Code of Ordinances, Sec. 2-184). In the event such goals are not achieved, the Contractor shall provide evidence of good faith effort to achieve such goals. If such goals are not achieved and if it is deemed that a good faith effort for compliance has not been shown to the satisfaction of the City of DeBary, the Contractor shall be considered in on-compliance with this policy. If the Contractor fails to come into compliance or fails to show a good faith effort to come into compliance within thirty (30) days, the City Manager may impose appropriate penalties upon the vendor including prohibiting the vendor from submitting future bids to the City for a period of one (1) year.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

The undersigned hereby declare that LAFLEUR NURSERY AND GARDEN CENTER, LLC has examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of:

**US HWY 17-92 Landscape and Beautification Improvements Project**

**BID No. 06-21**

for which bids were advertised to be received until Monday, March 14, 2022 at 2:00 pm and further declare LAFLEUR NURSERY AND GARDEN CENTER, LLC will furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
Work shall be completed as specified in its entirety for the total amount of:

$ 290,000.00  
(Use Numbers)

$ TWO HUNDRED NINETY THOUSAND  
(Use Words)

At the following unit prices: See Bid Form Sheets

I certify that work shall be completed as specified in its entirety within SIXTY DAYS (60) calendar days of Notice to Proceed.

The City reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be of the best interest of the City. Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated:</th>
<th>Addendum No.</th>
<th>Dated:</th>
</tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attached hereto is a cashier's check or Bid Bond for the sum of
($ 5' ). made payable to the City of DeBary, Florida.

LAFLEUR NURSERIES AND GARDEN CENTER, LLC
(Name of Bidder)  

J. W. (Signature of Officer)  

MEMBER MANAGER  
(Title of Officer)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total Item Cost</th>
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<tr>
<td>1</td>
<td>Maintenance of traffic</td>
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<td>$500.00</td>
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<td>2</td>
<td>Mobility</td>
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<tr>
<td>3</td>
<td>INT. protection system</td>
<td>$10.00</td>
<td>$30.00</td>
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<tr>
<td>4</td>
<td>Landscaping and grading</td>
<td>$15.00</td>
<td>$45.00</td>
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<tr>
<td>5</td>
<td>Large</td>
<td>$150.00</td>
<td>$750.00</td>
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<td>6</td>
<td>Ponds</td>
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<tr>
<td>7</td>
<td>Trees</td>
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<tr>
<td>8</td>
<td>Establishmen</td>
<td>$25.00</td>
<td>$200.00</td>
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<tr>
<td>9</td>
<td>Trees</td>
<td>$15.00</td>
<td>$150.00</td>
<td>10</td>
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<tr>
<td>10</td>
<td>Trees</td>
<td>$20.00</td>
<td>$200.00</td>
<td>10</td>
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<tr>
<td>11</td>
<td>Trees</td>
<td>$25.00</td>
<td>$250.00</td>
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<tr>
<td>12</td>
<td>Trees</td>
<td>$30.00</td>
<td>$300.00</td>
<td>10</td>
<td></td>
<td></td>
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</table>

GRAND TOTAL: $2,410,000.00

See translation of quantities for breakdown of landscape materials.

*For distributed areas around trees, based on 6' cradle of distance per tree.*
Federal Employer Identification Number    27-2068865

Address: 6275 W SR 46

City: Sanford        State: FL        Zip: 32771

Phone: (407) 956-8117        Fax: (N/A EMAIL: LAFLEURNURSERY26GMAIL.COM

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

JACOB W BURNHAM, 6275 W SR 46, SANFORD, FL, 32771

> MEMBER MANAGER, LAFLEUR NURSERY AND
> GOLDEN CENTER, LLC

Name of the executive who will give personal attention to the work:

JACOB W BURNHAM

Attach list of subcontractors as required by Article 7 of Instruction to Bidders.

— END OF PROPOSAL —
Must be included with Bid Proposal

LIST OF MAJOR SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Services to be Supplied</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>ALL SELF-PERFORM</td>
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## EVIDENCE OF EXPERIENCE AND FINANCIAL STATUS

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Owner's Name &amp; Address</th>
<th>Value of Project</th>
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<tbody>
<tr>
<td>ATRC BUILDING LANDSCAPING &amp; IRRIGATION SANFORD, FL</td>
<td>FDOT DISTRICT 5, 409.335.3551</td>
<td>$500K</td>
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<tr>
<td>LEESBURG SR 44 LANDSCAPING &amp; IRRIGATION LEESBURG, FL</td>
<td>CITY OF LEESBURG, AMY FLECK 352.435.9442</td>
<td>$700K</td>
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<tr>
<td>SR 13 HENDERSON LANDSCAPING &amp; IRRIGATION JACKSONVILLE, FL</td>
<td>FDOT DISTRICT 2, GUELMARY MENDEZ 386.758.3700</td>
<td>$430K</td>
</tr>
<tr>
<td>PASCO NB MOST AREA (I-75) LANDSCAPING &amp; IRRIGATION WESLEY CHAPEL, FL</td>
<td>FDOT DISTRICT 2, MICHAEL KNODE 813.975.6130</td>
<td>$600K</td>
</tr>
<tr>
<td>PASCO SB MOST AREA (I-75) LANDSCAPING &amp; IRRIGATION LUTZ, FL</td>
<td>FDOT DISTRICT 2, MICHAEL KNODE 813.975.6130</td>
<td>$600K</td>
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<tr>
<td>ATLANTIC/AGENCY INTERSECTION LANDSCAPING &amp; IRRIGATION JACKSONVILLE, FL</td>
<td>FDOT DISTRICT 2, GUELMARY MENDEZ 386.758.3700</td>
<td>$235K</td>
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<tr>
<td>TURKEY LAKE SERVICE PARK LANDSCAPING &amp; IRRIGATION ORLANDO, FL</td>
<td>FDOT DISTRICT 4, GUY MURPHY 407.244.3875</td>
<td>$1.4M</td>
</tr>
<tr>
<td>CHAFFEE EXCHANGE (I-10) LANDSCAPING &amp; IRRIGATION JACKSONVILLE, FL</td>
<td>FDOT DISTRICT 2, GUELMARY MENDEZ 386.758.3700</td>
<td>$245K</td>
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<td>WINTER 1993 INTERCHANGE LANDSCAPING &amp; IRRIGATION NEPICKA, FL</td>
<td>CENTRAL FLORIDA EXPRESWAY CHA RES BLOOMWELL 407.625.8658</td>
<td>$1.4M</td>
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<tr>
<td>FOWLER I-75 INTERCHANGE LANDSCAPING &amp; IRRIGATION TAMPA, FL</td>
<td>FDOT DISTRICT 2, MICHAEL KNODE 813.975.6130</td>
<td>$1.5M</td>
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<tr>
<td>TOURENZA SCHOOL LANDSCAPING &amp; IRRIGATION WINTER GARDEN, FL</td>
<td>FDOT TURNPIKE, GUY MURPHY 407.244.3875</td>
<td>$2.0M</td>
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<td>WAT CONSTRUCTION LANDSCAPING &amp; IRRIGATION JACKSONVILLE, FL</td>
<td>FDOT DISTRICT 2, GUELMARY MENDEZ 386.758.3700</td>
<td>$350K</td>
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<td>MA distract LANDSCAPING &amp; IRRIGATION JACKSONVILLE, FL</td>
<td>FDOT DISTRICT 2, GUELMARY MENDEZ 386.758.3700</td>
<td>$370K</td>
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<tr>
<td>STREET TREE PLANTING (A.A.) LANDSCAPING WINTER PARK, FL</td>
<td>CITY OF WINTER PARK, JOSH NYE 407.388.5135</td>
<td>VARIES BY YEAR</td>
</tr>
</tbody>
</table>
BID BOND

STATE OF FLORIDA

COUNTY OF Volusia

KNOW ALL MEN BY THESE PRESENTS, that _Lafleur Nurseries and Garden Center, LLC_ as Principal, and

Platte River Insurance Company as a corporation authorized to do business in the State of Florida, as Surety, held and firmly bound unto the City of DeBary, Florida, in the penal sum of Five Percent of the Amount Bid $________$_________ Dollars [$________5%________] which represents __5__% of the bid amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated March 14, 2022, for the project named:

CITY OF DEBARY

US HWY 17-92 Landscape and Beautification Improvements Project

Bid No. 06-21

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if the Principal shall not withdraw said bid within Sixty (60) days after date of opening of the same, and Principal shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as and if accepted by the City, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, if in the event Principal withdraws said bid within the period specified, or the Principal fails to enter into such contract and give such bonds within the time specified, the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then this obligations shall be void and of no effect, otherwise to remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extension of time for Principal's acceptance or compliance with bid award requirements. Surety hereby waives notice of such extensions.
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 9th day of March, A.D., 2022, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:
(If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSESS:
Name of Firm
LAFLER N+GC, LLC

PRINCIPAL:
Lafleur Nurseries and Garden Center, LLC

Authorized Officer
Member MANAGER

Title

6275 W. State Road 46
Business Address
Sanford Florida
City State

SURETY:
Platte River Insurance Company

Attorney-In-Fact
(Tyler D DeBord)

1600 Aspen Commons
Business Address
Middleton Wisconsin
City State

Brown & Brown of Florida, Inc.
Name of Local Insurance Agency

Phone: (386) 239-5703
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Molly Brunham, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Jack Brunham, who signed the said bond on behalf of the principal, was then Manager of said corporation; that I know the signature, and that the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[Corporate Seal] NO CORPORATE SEAL

Secretary

STATE OF FLORIDA
COUNTY OF

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Tyler D DeBord to me well known, who being by me first duly sworn upon oath says that this person is the Attorney- in Fact, for the Platte River Insurance Company and that this person has been authorized by Platte River Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of DeBary, Florida.

Subscribed and sworn to before me this 9th day of March, 2022, A.D.

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

Notary Public
State of Florida-at-Large

My Commission Expires: 06/23/2023

END BID BOND
CAPITOL INDEMNITY CORPORATION  
BALANCE SHEET  
December 31, 2020

Admitted Assets

<table>
<thead>
<tr>
<th>Asset Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and invested assets:</td>
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<td>Bonds</td>
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<tr>
<td>Common stocks</td>
<td>136,823,713</td>
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<tr>
<td>Cash, cash equivalents and short-term investments</td>
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<td>Other invested assets</td>
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<tr>
<td>Receivables for securities</td>
<td>71,239</td>
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<tr>
<td><strong>Total cash and invested assets</strong></td>
<td><strong>728,342,648</strong></td>
</tr>
<tr>
<td>Investment income due and accrued</td>
<td>3,025,223</td>
</tr>
<tr>
<td>Uncollected premiums and agents' balances in course of collection</td>
<td>43,072,089</td>
</tr>
<tr>
<td>Deferred premiums, agents' balances and installments booked but</td>
<td>9,868,137</td>
</tr>
<tr>
<td>deferred and not yet due</td>
<td>5,847,405</td>
</tr>
<tr>
<td>Amounts recoverable from reinsurers</td>
<td>97,063</td>
</tr>
<tr>
<td>Other amounts receivable under reinsurance contracts</td>
<td>363,716</td>
</tr>
<tr>
<td>Current federal and foreign income tax recoverable and interest</td>
<td>15,146,078</td>
</tr>
<tr>
<td>thereon</td>
<td>1,890,377</td>
</tr>
<tr>
<td>Net deferred tax asset</td>
<td></td>
</tr>
<tr>
<td>Electronic data processing equipment and software</td>
<td>39,560</td>
</tr>
<tr>
<td>Receivables from parent, subsidiaries and affiliates</td>
<td></td>
</tr>
<tr>
<td><strong>Total admitted assets</strong></td>
<td><strong>$ 807,693,196</strong></td>
</tr>
</tbody>
</table>

Liabilities and Surplus as Regards Policyholders

<table>
<thead>
<tr>
<th>Liability Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
</tr>
<tr>
<td>Losses</td>
<td>$ 275,220,050</td>
</tr>
<tr>
<td>Reinsurance payable on paid losses and loss adjustment expenses</td>
<td>17,552,032</td>
</tr>
<tr>
<td>Loss adjustment expenses</td>
<td>54,378,410</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar</td>
<td>434,788</td>
</tr>
<tr>
<td>charges</td>
<td></td>
</tr>
<tr>
<td>Other expenses (excluding taxes, licenses and fees)</td>
<td>8,988,870</td>
</tr>
<tr>
<td>Taxes, licenses and fees (excluding federal and foreign income</td>
<td>580,794</td>
</tr>
<tr>
<td>taxes)</td>
<td>136,642,443</td>
</tr>
<tr>
<td>Unearned premiums</td>
<td>5,481</td>
</tr>
<tr>
<td>Advance Premium</td>
<td>4,835,724</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable (net of ceding commissions)</td>
<td>11,806,760</td>
</tr>
<tr>
<td>Amounts withheld or retained by company for account of others</td>
<td>208,000</td>
</tr>
<tr>
<td>Provision for reinsurance</td>
<td>16,308,674</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>313</td>
</tr>
<tr>
<td>Payable for securities</td>
<td>561,483</td>
</tr>
<tr>
<td>Other liabilities</td>
<td></td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>527,523,822</strong></td>
</tr>
</tbody>
</table>

Surplus as regards policyholders:

<table>
<thead>
<tr>
<th>Surplus Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common capital stock</td>
<td>4,201,416</td>
</tr>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>103,923,753</td>
</tr>
<tr>
<td>Unassigned funds (surplus)</td>
<td>172,044,205</td>
</tr>
<tr>
<td><strong>Surplus as regards policyholders</strong></td>
<td><strong>280,169,374</strong></td>
</tr>
<tr>
<td><strong>Total liabilities and capital and surplus</strong></td>
<td><strong>$ 807,693,196</strong></td>
</tr>
</tbody>
</table>

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2020, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

[Signature]

John L. Sennott Jr  
CEO & President  

[Seal]
PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

PAMELA J THOMPSON, STEPHEN P FARMER, TYLER D DEBORD

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, such appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereunto affixed duly attested, this 1st day of January, 2020.

Attest:  
[Signature]
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

[Signature]
Suzanne M. Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY

[Signature]
John L. Sennott, Jr
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr. to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN
COUNTY OF DANE } S.S.

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 9th day of March 2022.

[Signature]
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

This document has been generated for a specific bond. If you have any questions concerning the authenticity of this document call 800-475-1450.

PR-4pPOA-M (Rev. 01-2020)
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   LAFLEUR NURSERY AND GARDEN CENTER, LLC

2. Business name/disregarded entity name, if different from above
   (same as above)

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate

4. Exemption(s) (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.
   275 WEST 58 46

6. City, state, and ZIP code
   SANTA FE 32 771

7. List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

[ ] - [ ] - [ ]

Or

Employer identification number

[ ] - [ ] - [ ] - [ ] - [ ] - [ ]

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

[Signature]

Date

3/14/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that indicates the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the instructions for Part II for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only).
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
If the entity/person on line 1 is
a(n) . . . THEN check the box for . . .

- Corporation
- Individual
- Sole proprietorship, or
- Single-member limited liability company (LLC) owned by an individual and disregarded for U.S.
  federal tax purposes.
- LLC treated as a partnership for U.S. federal tax purposes,
  LLC that has filed Form 8832 or 2553 to be taxed as a corporation,
  or
- LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax
  purposes.

- Partnership
- Trust/estate

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—a dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—a futures commission merchant registered with the Commodity Futures Trading Commission
8—a real estate investment trust
9—an entity registered at all times during the tax year under the Investment Company Act of 1940
10—a common trust fund operated by a bank under section 584(a)
11—a financial institution
12—a middleman known in the investment community as a nominee or custodian
13—a trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5^2</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

^1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

^2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth, possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

**Note:** See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign, Exempt payees, see Exempt payee code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account¹</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account²</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor³</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also owner)</td>
<td>The grantor-trustee¹</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner¹</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner²</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor⁴</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity⁵</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

² Circle the minor’s name and furnish the minor’s SSN.

³ You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Vicims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
LAFLEUR NURSERIES GARDEN CENTER
6275 W SR 46
SANFORD, FL 32771

MIHAELA LAFLEUR (OFFICER)

Receipt #: 10522021091700944  Amount Paid: $ 45.00  Date Paid: 09/17/2021

Account #: 181406
REGULATED
License # - AD1459
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Brown & Brown of Florida, Inc.
2290 Lucien Way
Suite 400
Maitland
FL 32751

INSURED
LaFleur Nurseries & Garden Center, LLC.
6275 West State Road 46
Sanford
FL 32771

CONTACT NAME: Amy Manor
FAX (A/C, No.): (407) 660-2012
E-MAIL: amanor@bborlando.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Southern Owners Ins. Co. 10190
INSURER B: Auto Owners Ins. Co. 18998
INSURER C: FFVA Mutual Insurance Co. 10385
INSURER D: Westchester Surplus Lines 10172

COVERAGES CERTIFICATE NUMBER: CL214126728 REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSERT LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSUR WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY (CLAIMS-MADE OCCUR)</td>
<td></td>
<td>72695522</td>
<td>04/01/2021</td>
<td>04/01/2022</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $300,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPOP ACG $2,000,000</td>
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<td>HIRED NON-OWNED AUTO $1,000,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>51-695522-00</td>
<td>04/01/2021</td>
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<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>PIP - Basic $10,000</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY (OCCUR CLAIMS-MADE)</td>
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<td>51-695-522-01</td>
<td>04/01/2021</td>
<td>04/01/2022</td>
<td>EACH OCCURRENCE $3,000,000</td>
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<td>AGGREGATE $3,000,000</td>
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<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td>WC840-0032462-2021A</td>
<td>04/01/2021</td>
<td>04/01/2022</td>
<td>E.L. EACH ACCIDENT $500,000</td>
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<td>E.L. DISEASE - EA EMPLOYEE $500,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $500,000</td>
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<tr>
<td>D</td>
<td>Pollution Liability</td>
<td></td>
<td>G71777857 003</td>
<td>01/23/2022</td>
<td>01/23/2023</td>
<td>POLLUTION LIABILITY $2,000,000</td>
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<td></td>
<td></td>
<td>AGGREGATE $4,000,000</td>
<td></td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
City of Debary
16 Colombia Road
Debary FL 32713

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I, Jacob W Burnham, am the Member Manager and the duly authorized representative of the firm LFleur Nurseries and Garden Center, LLC, whose address is 6275 W 58th St, Sanford, FL 32773, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the City of DeBary, nor has any outstanding past due debt to the City of DeBary, Florida; and,

4. The City of DeBary reserves the right to disqualify RFQs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFQ process as required by law, upon the part of the Respondent(s), the City's Professional Consultant(s) or any City employee(s) who may, or may not, be involved in developing RFQ specifications and/or firm RFQ schedules. Multiple RFQs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the City's Professional Consultant(s) or City employees. Contractors involved in developing a RFQ specification or Contractors with knowledge of RFQ specifications prior to the advertisement shall be disqualified from participating in the RFQ process.

EXCEPTIONS (List)

Signature: Jacob W. Burnham
Printed Name: Jacob W. Burnham
Firm Name: LFleur Nurseries and Garden Center, LLC
Date: 3/14/22

COUNTY OF Seminole STATE OF Florida
Sworn to and subscribed before me this 14th day of March, 2022, by Jacob Burnham, who is personally known to me or who has produced as identification.

NOTARY PUBLIC – STATE OF Florida
Type or print name: Jennifer Paulino-Minaya
Commission Expires 7/14/24
Commission No.: HH 017392
(Seal)
NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF FLORIDA     

COUNTY OF Seminole    

I, Jacob M. Burnham, (Printed Name), being duly sworn, deposes and says that:

1. He/she is MEMBER MANAGER of LAFLEUR MSR 5873 AND GARDEN CENTER, LLC (Firm/Company) as the respondent that has submitted the attached response.

2. He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

3. Such solicitation is genuine and is not a collusive or sham solicitation.

4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of DeBary, Florida, or any person interested in the proposed Agreement.

5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signature)

MEMBER MANAGER

County of Seminole    State of Florida

Sworn to and subscribed before me this 14th day of March, 2022, by

Jacob Burnham

who is personally known to me or who has produced

as identification.

NOTARY PUBLIC – STATE OF FL

Type or print name: Jennifer Paulino-Minaya

Commission No.: HH-017392

Commission Expires 7/1/24 (Seal)

Jennifer Paulino-Minaya

Notary Public State of Florida
Jennifer Paulino-Minaya
My Commission HH 017392
Expires 07/01/2024

City of DeBary    103 of 150    RFP 06-21
DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that

LAFLUR NURSING AND GARDEN CENTERS, LLC
(Name of Business)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1983 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

J W Bl
(Signature)

MEMBER MANAGER
(Title)

COUNTY OF Seminole STATE OF Florida
Sworn to and subscribed before me this 14th day of March, 2022, by

Jacob Burnham

who is personally known to me or who has produced

as identification.

NOTARY PUBLIC – STATE OF FL
Type or print name: Jennifer Paulino-Minaya
Commission No.: HH-017392
Commission Expires 7/1/24
(Seal)

City of DeBary 104 of 150 RFP 06-21
PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of DeBary
   by [Signature]
   [Printed Name and Title]
   for [Firm / Company]
   whose business address is [Address]
   and (if applicable) its Federal Employer Identification Number FEIN is [FEIN] (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ________________________ )

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a) A predecessor or successor of a person convicted of a public entity crime; or
   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)  
3/4/22  
(Date)

COUNTY OF _______ STATE OF Florida
Sworn to and subscribed before me this __th day of __________, 2022, by ______________, who is personally known to me or who has produced ______________________ as identification.

NOTARY PUBLIC – STATE OF Flor
Type or print name: Jennifer Paulino-Minaya
Commission No.: HY-007392
Commission Expires 7/1/24 (Seal)

City of DeBary
106 of 150
Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;

3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and

4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Respondent/Firm Name: LAFLEUR MARSHALL AND GARDEN CENTER, LLC

By: W M

Title: MEMBER MANAGER

Print: JACOB W BURKHAM

Date: 3/14/22

City of DeBary 107 of 150 RFP 06-21
CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
   b. Have a material business relationship involving the supply of military equipment, or
   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
   b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

[Signature]

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/
PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

LAFLEUR WASTE AND GARDEN CENTER LLC

The respondent, Jacob W Bunnham (Name), warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

COUNTY OF Seminole STATE OF Florida
Sworn to and subscribed before me this 14th day of March, 2022, by Jacob Bunnham, who is personally known to me or who has produced as identification.

NOTARY PUBLIC – STATE OF FL
Type or print name: Jennifer Paulino-Minaya
Commission No.: HH-017392
Commission Expires 7/11/24

City of DeBary 109 of 150 RFP 06-21
Acceptance of Proposal Terms and Conditions

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below in this Acceptance of Proposal Terms and Conditions are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

Respondent/Firm Name: LAFLEUR NURSING AND GARDEN CARE, LLC

By: JACOB W BURNHAM [Signature] Title: MEMBER MANAGER

Print: JACOB W BURNHAM Date: 3/14/22

COUNTY OF Seminole STATE OF Florida
Sworn to and subscribed before me this 14th day of March, 2012, by JACOB BURNHAM, who is personally known to me or who has produced [Identification] as identification.

NOTARY PUBLIC – STATE OF FL
Type or print name: JENNIFER PAULINO-MINAYA
Commission No.: HH-12797
Commission Expires 7/1/24

[Notary Seal]
Truth-in-Negotiations Certification

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Respondent/Firm Name: LAURA HERBER AND GOLDEN CENTER, LLC

By: J. WITH Title: MEMBER MANAGER

Print: JACOB W. BURNHAM Date: 3/14/22

COUNTY OF Sumter STATE OF Florida
Sworn to and subscribed before me this 14th day of March, 2022, by JACOB BURNHAM, who is personally known to me or who has produced identification.

NOTARY PUBLIC – STATE OF FL
Type or print name: JENNIFER PAULINO-MINAYA
Commission No.: HH-017392
Commission Expires 7/1/24

[Signature]
Notary Public State of Florida
Jennifer Paulino-Minaya
My Commission HH 017392
Expires 07/01/2024
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:    Bid # 06-21
Project Description: US HWY 17-92 LANDSCAPE AND BEAUTIFICATION

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: LAFLUR  NURSERY 783 AND GARDEN CENTER, LLC
Authorized Company Person’s Signature:  J W BN
Authorized Company Person’s Title:  MEMBER  MANAGER
Date:  3/11/20
CITY OF DeBARY

CONSTRUCTION PLANS

FINANCIAL PROJECT ID
444338-1-58-01 & 444338-2-58-01

VOLUSIA COUNTY (79040000)

US 17-92 (PLANTATION RD. TO E. Highbanks Rd.)

LANDSCAPE PLANS

END PROJECT
157+464.43
MP 3.768

BEGIN PROJECT
100+400.00
MP 2.688

FDOT PROJECT MANAGER:
DAWN LATCHUM

LANDSCAPE PLANS

CITY OF DeBARY
16 Colomba Rd
DeBary, FL 32713

Contact: Matt Boerger AICP, LEED AP
Growth Management Director
(386) 601-0203

COMMUNITY SOLUTIONS

LANDSCAPE ARCHITECTURE

618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
Phone: (407) 423-8398
Fax: (407) 843-1070
Contact: Frank Bellomo, RLA

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: None

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/implementedspecbooks
## FLORIDA DEPARTMENT OF TRANSPORTATION
### PROJECT SUMMARY OF PAY ITEMS
#### FOR PROJECT: 444338-1-58-01

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pay Item #</th>
<th>Pay Size</th>
<th>Code</th>
<th>Description</th>
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<tr>
<td>1</td>
<td>101-1</td>
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<td>MOBILIZATION</td>
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<td>LS</td>
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<td>2</td>
<td>102-1</td>
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<td>MAINTENANCE OF TRAFFIC</td>
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<td>LS</td>
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<tr>
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<td>104-18</td>
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<td></td>
<td>INLET PROTECTION SYSTEM</td>
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<td>EA</td>
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<td>4</td>
<td>110-1-1</td>
<td></td>
<td></td>
<td>CLEARING AND GRUBBING</td>
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<td>LS</td>
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### LANDSCAPE COMPLETE - LARGE PLANTS

<table>
<thead>
<tr>
<th>Pay Size</th>
<th>Code</th>
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<tbody>
<tr>
<td>5</td>
<td>S80-1-2</td>
<td>Large</td>
<td>LI</td>
<td>Lagerstroemia indica 'Natchez' / White Standard Crape Myrtle</td>
</tr>
<tr>
<td>6</td>
<td>S80-326-1</td>
<td></td>
<td></td>
<td>Pine Straw Mulch</td>
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</table>

### ESTABLISHMENT

<table>
<thead>
<tr>
<th>Pay Size</th>
<th>Code</th>
<th>(Botanical/Common)</th>
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<th>Spacing</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>S80-173-2</td>
<td></td>
<td>MS</td>
<td>Monthly Maintenance Cycle and Warranty Period (Weeding, Litter Removal, Pruning, Stake/Guying Maintenance), Year One</td>
</tr>
<tr>
<td>8</td>
<td>S70-9-1</td>
<td></td>
<td></td>
<td>Watering for installation/establishment, Year one (Priced per tree)</td>
</tr>
</tbody>
</table>

*FOR DISTURBED AREAS AROUND TREES, BASED ON 5' CIRCLE OF DISTURBANCE PER TREE

(SEE TABULATION OF QUANTITIES FOR BREAKDOWN OF LANDSCAPE MATERIAL.)
LANDSCAPE NOTES:

1. Flag all planting locations prior to installation. All planting locations must be approved by and may be adjusted by the Landscape Architect.

2. All plant materials are subject to inspection and approval by the Landscape Architect at the growing site, nursery or handling area designated for the project site.

3. Plant material shall be created Florida No.1 (or better), as identified in the grades and standards for nursery plants, published by the Florida Department of Agriculture and Consumer Services (latest revision).

4. All plant material improperly pruned, undersized, infested, diseased or otherwise not to grade or size indicated on the plans shall be removed and replaced upon notice from either the City engineer or City landscape coordinator, or their assigned agent.

5. Take responsibility for plant quantity take-off and provide all plant material required as shown on landscape plans.

6. Take responsibility to locate all FDOT facilities. Landscape material shall be adjusted in the field to avoid conflicts with any utility structures, drainage structures, ditches, underdrains, ditch block, stormwater management facilities, drainage discharge paths, traffic signage, ITS cameras, lighting and their appurtenances. If a conflict exists, the contractor shall notify the Landscape Architect prior to the commencement of any activity. Any costs to remove and/or repair work placed that has not been approved by the Landscape Architect shall be at the Contractor's expense. In case of any damages the contractor shall notify the Traffic Operations ITS Manager and temporarily fix the damage in less than four hours of occurrence and follow with a permanent fix using an approved method.

7. Pre-emergent granular herbicide shall be applied to all planting beds and mulch rings. The herbicide active ingredients shall be suitable for control of annual and perennial broadleaf weeds and grasses. The granular herbicide shall be applied by hand after planting and before placing mulch. The herbicide shall be applied at a rate recommended by the manufacturer.

8. Treat the root ball of all trees in the upper 8-10 inches of the planting hole with the manufacturer's recommended amount of mycorrhizal fungal inoculants, to include at a minimum of the following:
   - Endomycorrhizal fungus
   - Ectomycorrhizal fungus
   - Fulvic acid
   - Trichoderma
   - Phosphate solubilizing, nitrogen fixing and growth promoting bacteria
   - Humic acid derived from Leonardite
   - Sea kelp extract (Ascophyllum nodosum)
   - Yucca plant extract (Yucca schidigera)
   - Water holding polymer (cross linked acrylicamide and potassium acrylate)
   - Particle size: 0.8 mm to 2.0 mm
   - Percent soluble: less than 0.05%
   - Absorption rate: 300-400 times in distilled water

   Submit sample of mycorrhizal for acceptance by the Landscape Architect.

9. See plans for clearance setbacks from utilities. When no clearance is noted the following shall apply:
   - Fence 6' min.
   - Drainage structures 5' min.
   - Light Poles 10' min.
   - Electric Poles 10' min.

10. Contractor shall provide soft digs at each tree location and field adjust planting site as needed to avoid buried utility conflicts.

11. All soil amendments required shall be submitted to the Landscape Architect for review prior to planting.

12. Slow release, long-lasting, 20-10-5 Planting Tablets plus minor shall be used during planting per manufacturer's specifications.

13. Super-absorbent long-lasting medium or course planting hydrogel, (Potassium Polyacrylamide acrylate Copolymer) to be used in conjunction with planting on all palms and trees.

14. Sod all slope areas around newly planted trees to preserve tree water rings. All disturbed areas to be sodded.

Signs:
All present traffic signs and delineator posts are to remain in place and are not to be removed nor impacted, including temporarily, in any way as a result of the construction activities by the contractor.

SPECIAL EVENTS:

UTILITIES:
The locations/off the utilities shown in the plans (including those designated Vv, Vh, and Vvh are based on limited investigation techniques and should be considered approximate only. The verified location/elevations apply only at the points shown. Interpolations between these points have not been verified.

Existing utilities are to remain in place unless otherwise noted.

UTILITY / AGENCY OWNERS:

<table>
<thead>
<tr>
<th>Service Area Code</th>
<th>Service Area Name</th>
<th>Contact</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>Duke Energy</td>
<td>STEVE HARER / MIKE GAMBOA</td>
<td>813-888-8300 EX. 201</td>
</tr>
<tr>
<td>FPLC932</td>
<td>Florida Public Utilities Co</td>
<td>COLIN JUMPS</td>
<td>386-785-4554</td>
</tr>
<tr>
<td>SCS500</td>
<td>CENTURYLINK</td>
<td>NETWORK RELATIONS</td>
<td>977-636-3344 EX. 2</td>
</tr>
<tr>
<td>CAS659</td>
<td>Comcast CableVision</td>
<td>KURT MANNERS</td>
<td>352-516-3824</td>
</tr>
<tr>
<td>SFO502</td>
<td>AT&amp;T</td>
<td>DISD FARRUGGIO</td>
<td>561-687-2729</td>
</tr>
<tr>
<td>SL086</td>
<td>UNIFI FIBER LLC</td>
<td>BB MENSCHING</td>
<td>904-718-8152</td>
</tr>
<tr>
<td>UCB763</td>
<td>Volusia County H2O Resource &amp; Utility</td>
<td>EARL PARRER</td>
<td>386-804-7788</td>
</tr>
<tr>
<td>ZRS ORLANDO</td>
<td>ZRS ORLANDO</td>
<td>ZRS ORLANDO</td>
<td>319-757-1598</td>
</tr>
</tbody>
</table>

TRANSIT SERVICE COORDINATION:

START WORK NOTIFICATIONS:

Matthew Minaberry  Volvoan Operations Manager | 386-756-7496, ext. 416 | mmminaberry@volusia.org
Elizabeth Suchsland Assistant General Manager | 386-756-7496, ext. 4127 | esuchsland@volusia.org
John Cotton Transit Analyst | 386-756-7496, ext. 4111 | jcotton@volusia.org

LANE CLOSURE NOTIFICATIONS:

Matthew Minaberry  Volvoan Operations Manager | 386-756-7496, ext. 416 | mmminaberry@volusia.org
Elizabeth Suchsland Assistant General Manager | 386-756-7496, ext. 4127 | esuchsland@volusia.org
John Cotton Transit Analyst | 386-756-7496, ext. 4111 | jcotton@volusia.org

FDOT ITS FACILITIES
Non-located / unmarked FDOT ITS facilities, including fiber optic communications and traffic control signal loops/devices, may be located within the project limits; make temporary repairs to any damage to a facility within (4) hours of the occurrence. If assistance is required regarding ITS facilities, contact the FDOT Traffic Operations ITS Manager at (386) 943-5000.

TEMPORARY TRAFFIC CONTROL NOTES:
See Sheet TCP-1 for General Temporary Traffic Control Notes

GENERAL LANDSCAPE NOTES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

GENERAL LANDSCAPE NOTES

SHEET NO. LD-3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.
GENERAL NOTES:
1. Staking guidelines are based on standard horticultural requirements and are provided for plant establishment purposes only. Details not intended to apply when bracing is intended to address safety considerations. When bracing for safety, refer to Designer generated signed and sealed details. These guidelines are not intended to apply when the tree or palm is within falling distance of a roadway, pedestrian or bicycle route, under extreme wind loads, non-standard soil properties, non-standard plant dimensions, or when rootball is anticipated to be greater than 4 feet diameter and planted on 1:3 slope or steeper.
2. All dimensions 6" and less are exaggerated for illustrative purposes only. Dimensions shown for wood materials are nominal. Slopes shown are Vertical:Horizontal.
3. Remove plant containers prior to planting.
4. Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of root ball 1"-2" above finish grade after settling and set plumb to the horizon.
5. Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. Contact Engineer prior to planting if existing soils contain excessive sand, clay, or other material not conducive to proper plant growth.
6. Construct soil rings at the outer edge of the planting pit with a height of 3" and gently sloping sides unless a permanent, subsurface or drip irrigation system is provided. Do not pile soil on top of rootball.
7. Construct a 3" deep layer of mulch placed 2" off the edge of the trunk flare, around the base of shrub, or solidly around ground cover. Never pile mulch against the tree trunk.
8. Install underground bracing as specified in detail on this sheet.

Note: Rootball shall be installed within the right of way and shall not impact adjacent properties. Where planting area is constrained, adjust the width of the backfill area as needed.
<table>
<thead>
<tr>
<th>PAY ITEM NO.</th>
<th>PAY SIZE</th>
<th>SYM</th>
<th>BOTANICAL NAME</th>
<th>COMMON NAME</th>
<th>INSTALLED SIZE</th>
<th>MAXIMUM MAINT'D SIZE</th>
<th>SPACING</th>
<th>REMARKS</th>
<th>UNIT</th>
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</thead>
<tbody>
<tr>
<td>580-1-2</td>
<td>Large</td>
<td>Li</td>
<td>Lagerstroemia indica</td>
<td>Natchez Crapemyrtle</td>
<td>15' HT x 5' SPBD</td>
<td>N/A As Shown</td>
<td>100 Gal.</td>
<td>15' O.H. x 5'</td>
<td>EA</td>
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</tbody>
</table>

**PAY ITEM NOTES:**

THE FOLLOWING PAY ITEMS NOTES EMPHASIZE PARTS OF FDOT SPECIFICATION OR MODIFICATIONS TO FDOT SPECIFICATIONS BY THE PLANS, AND/OR SPECIAL PROVISIONS. ITEMS CODED PER FDOT 2020 BASIS OF ESTIMATES.

1. All areas disturbed by construction are to be restored to match existing to equal or better condition. All areas disturbed outside limits of disturbance noted on plans shall be at the contractor's expense.

2. The Contractor is to verify all quantities prior to BID.

3. The scope of work includes one year warranty period services for planting beds and materials. The plant materials shall be thriving at the end of the maintenance period.
GENERAL:

1. THE POSTED AND DESIGN SPEED LIMIT FOR US 17-92 IS 40MPH AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE ONLY EXCEPTIONS ARE AS NOTED.

2. DURING CONSTRUCTION, THE SAME NUMBER OF LANES SHALL BE MAINTAINED FOR US 17-92 AS EXISTS PRIOR TO CONSTRUCTION. THE ONLY EXCEPTIONS ARE IN NOTES BELOW.

3. AT THE BEGINNING OF CONSTRUCTION, PLACE ADVANCED WARNING SIGNS AS SHOWN ACCORDING TO THE FDOT STANDARD PLANS INDEX. THE EXACT LOCATION OF ALL SIGNS AND BARRICADES SHALL BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER TO MEET THE STANDARDS.

4. A DISCUSSION OF LANE CLOSURE OPERATIONS WILL BE MADE PART OF ALL PRE-CONSTRUCTION CONFERENCES. SUBMIT A WRITTEN PLAN WHICH DETAILS EACH ACTIVITY INVOLVED IN THE LANE CLOSURE. THE PLAN SHALL INCLUDE BACK-UP PLANS FOR ACTIVITIES CRITICAL TO RE-OPENING THE LANES TO TRAFFIC. THE BACK-UP PLAN SHALL INCLUDE BACK-UP FOR ALL SUBCONTRACTOR OPERATIONS AS WELL AS THE PRIME CONTRACTORS.

5. TRAFFIC CONDITIONS, 5 MINUTES DELAY, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURE OR CHANNELIZATIONS SHOWN IN THE PLANS. MAKE THE NECESSARY ADJUSTMENTS, AS DIRECTED BY THE ENGINEER, WITHIN 30 MINUTES FROM THE TIME OF NOTIFICATION.

6. WHEN EQUIPMENT AND MATERIALS ARE DELIVERED TO THE PROJECT OR WORK ENCROACHES WITHIN TWO FEET OF THE TRAVEL WAY, A LANE CLOSURE WILL BE REQUIRED. INDEX 102-613 SHALL BE USED FOR TRAFFIC CONTROL.

7. REFER TO FDOT STANDARD PLANS INDEX 102-601 FOR WORK BEYOND THE SHOULDER, 102-602 FOR SHOULDER CLOSURES, 102-613 FOR LANE CLOSURES, AND 102-660 FOR PEDESTRIAN SAFETY.

8. LANE CLOSURES: NO LANE CLOSURES ARE PERMITTED NB FROM 12 PM TO 9 PM DAILY AND SB FROM 5:30 AM TO 2 PM DAILY.

9. WITHIN 30 MINUTES FROM THE TIME OF NOTIFICATION, ALL LANES ON US 17-92 MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE ENGINEER.

10. ACCELERATION AND DECELERATION OF ALL CONSTRUCTION VEHICLES WITHIN A TRAVEL LANE IS PROHIBITED. MAKE PROVISIONS FOR CONSTRUCTION VEHICLE ACCESS TO THE WORK AREAS INCLUDING MATERIAL DELIVERY. LANE AND/OR SHOULDER CLOSURES MAY BE WARRANTED FOR CERTAIN CONSTRUCTION VEHICLES TO ACCESS THE WORK AREAS. COORDINATE ALL ACCESS LOCATIONS WITH THE ENGINEER.

11. CONTACT DISTRICT TRAFFIC MANAGEMENT CENTER TWO WEEKS PRIOR TO START OF CONSTRUCTION OR ANY PROPOSED LANE CLOSURES.

12. PCMS MESSAGE BOARDS SHOULD BE PLACED 7 DAYS IN ADVANCE OF WORK BEGINNING FOR THIS PROJECT.