



SPECIAL CITY COUNCIL MEETING

December 20, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF MINUTES

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

1. Light the Night Contest Awards and Parade Awards

CONSENT AGENDA

2. The Parks and Recreation Department is requesting Council approve the attached proposal to replace defective playground equipment at Rob Sullivan Park.
3. Authorize the expenditure with Stevens and Stevens in the amount not to exceed \$75,000 for the purpose of performing digitizing services and storage of records for FY2023-2024.
4. Staff is requesting that City Council authorize the City Manager to execute the attached Kimley-Horn Scope to develop the City's Geographical Information System (GIS) platform.

GROWTH MANAGEMENT AND DEVELOPMENT

5. Staff is requesting that City Council approve the contract for plat recording of the DeBary Town Park Interim Plat.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL ITEMS

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members

B. City Manager

C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

ADJOURN

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

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



City Council Meeting City of DeBary AGENDA ITEM

Subject: Rob Sullivan Park Playground Equipment Replacement Approval	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 12/20/2023	

REQUEST

The Parks and Recreation Department is requesting Council approve the attached proposal to replace defective playground equipment at Rob Sullivan Park.

PURPOSE

The request is needed at this time so we can move forward to install the parts.

CONSIDERATIONS

The Rob Sullivan Park Playground was installed in 2017. Through recent playground inspections this past year, we had noticed significant rust areas throughout the playground. Our playground vendor Rep Services was called to further inspect and it was determined the parts were defective as these parts were rusting from the inside out. The warranty on the playground covers only parts and the City is responsible for the cost to install them. A warranty claim was filed and we paid the labor to replace those parts this past September. For the initial warranty claim, the City received \$11,906 in parts at no cost and had to pay \$9,748 in labor to install them.

When first round of parts were installed, the installers noticed many more areas of rust when the playground was disassembled. Our playground vendor Rep Services was called out again for inspection and it was determined they were defective. A warranty claim was filed and we are receiving an additional \$20,712 in parts at no cost. This round of installation will cost \$13,600.

It is recommended that the City Council approve the installation of the defective playground parts. These parts are OK to use for now, but will become a hazard in the future. The parts through the warranty will be shipped to us regardless of if we install them now or not. If this item is not approved, we will have to find a way to store the new parts and budget for the install at a later date.

COST/FUNDING

The cost to install the playground parts is \$13,600. This will be funded through a budget amendment later this fiscal year.

RECOMMENDATION

It is recommended that the City Council approve the cost of \$13,600 to replace the defective playground equipment at Rob Sullivan Park.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will coordinate with Rep Services to schedule the installation of the new playground parts.

ATTACHMENTS

ATTACHMENT A - Warranty Quote for Labor Paid By City

ATTACHMENT B - Warranty Quote for Parts Paid by Vendor



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

E-mail POs and contracts to:
contracts@repservices.com

Please mail checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: City of DeBary Parks and Recreation 860 N US Highway 17-92 DeBary, FL 32713	Ship To: TBD at a later date	Bill To: City of DeBary Parks and Recreation 860 N US Highway 17-92 DeBary, FL 32713
Attn: Tom VanDeHey	Attn:	Attn: Tom VanDeHey

Project No: 1809	Project Name: Rob Sullivan Park Playground	Project Contact: Tom VanDeHey
Proposal No: 1809.17	Proposal Name: Rob Sullivan Park Playground	Project Location: 200 West Highbanks Road DeBary, FL 32713 Project County: Volusia
Proposal Date: 10/19/2023	Proposal Expires: 11/18/2023	
For Questions Contact: Carrie Humbert ☎ 407-853-3570 ✉ carrie@repservices.com		
Consultant: Mary Langley ☎ 407-853-3563 ✉ mary@repservices.com		Opt/Rev: D/3 10/19/23 - CH

Installation By RSI Installer: The scope includes the following, as required: 591656

Item	Qty	Description	
INS-LSI	1 LT	Labor and equipment to install warranty replacement parts listed on LSI OA#P54542-01-02-06 including some minor touch up painting.	
RSI Installer Total:			\$13,600.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$0.00
	Installation:	\$13,600.00
	Proposal Total:	\$13,600.00

Notes

This proposal is for INSTALLATION ONLY of parts covered under WARRANTY by Landscape Structures. This is for the parts listed on LSI order acknowledgement # P54542-01-02-06 worth \$20,712.42.

The undersigned warrants that he/she is an authorized representative of the City of DeBary noted and has the requisite authority to bind the City of DeBary and/or principal.

Accepted By:
City of DeBary

Company Name	Authorized By	Printed Name	Date
As Its: _____	(Title)		



Order Acknowledgement **P0054542-01-02-06**

Bill To: C000186

Ship To: C080102

Rep Services, Inc.
165 W Jessup Ave
Longwood FL 32750
USA

City of DeBary
16 Colomba Rd
DeBary FL 32713
USA

Project ID P0054542-01-02-06
Dealer 186 Rep Services, Inc.
Requested Ship Date See Sales Activity Report
Ship Via Common Carrier
Freight Terms No Charge
Project Name Rob Sullivan Park – P&M A – Warranty

Customer Order 1809.10-W3
Date of Order 09/29/2023
Payment Terms No Charge
Cash Discount Terms .5%15
Project Design Number P0054542-01-02

Order Comments Mark For – Rob Sullivan Park
Call Prior – Tom VanDeHey @ 386-456-5150

Line #	P & M Code	Item #	UNQ #	BOM ID	Product Line	Qty	U of M	Unit Price	Extended Price
1.0	A	151934			50	1.00	EA	\$0.00	\$0.00 *
									PB CCN
2.0	A	145656			50	2.00	EA	\$1,195.00	\$2,390.00 *
									SQ DECK PB – 166 Dark Grey Pvc
3.0	A	119491			60	2.00	EA	\$44.10	\$88.20 *
									HDW PKG PB SQ TENDERDECK
4.0	A	145821			60	1.00	EA	\$0.00	\$0.00 *
									INST SQUARE DECK PB
5.0	A	145657			60	2.00	EA	\$932.00	\$1,864.00 *
									TRI DECK PB – 166 Dark Grey Pvc
6.0	A	120203			60	2.00	EA	\$34.20	\$68.40 *
									HDW PB TRIANGULAR DK
7.0	A	145824			60	1.00	EA	\$0.00	\$0.00 *
									INST PB TRI-DECK
8.0	A	152472			60	1.00	EA	\$1,559.00	\$1,559.00 *
									GRID WALK PLANK PVC – 166 Dark Grey Pvc
9.0	A	100327			60	8.00	EA	\$0.79	\$6.32 *
									NUT HEX STD 3/8-16 SST
10.0	A	100365			60	16.00	EA	\$0.36	\$5.76 *
									WASHER FLAT SAE 3/8i SST

*** DO NOT PAY – THIS IS NOT AN INVOICE ***



<i>Line #</i>	<i>P & M Code</i>	<i>Item #</i>	<i>UNQ #</i>	<i>BOM ID</i>	<i>Product Line</i>	<i>Qty</i>	<i>U of M</i>	<i>Unit Price</i>	<i>Extended Price</i>
11.0	A	113027			60	8.00	EA	\$2.01	\$16.08 *
		BHCS 6LP 3/8x1-3/8i SST							
12.0	A	152866			60	1.00	EA	\$0.00	\$0.00 *
		INST GRID WALK W/BARR							
13.0	A	185595			60	1.00	EA	\$384.00	\$384.00 *
		WLD CROSSOVER BAR CLMP PN - 358 Plum							
14.0	A	100176			60	2.00	EA	\$5.50	\$11.00 *
		BHCS 6LP 3/8x3i SST PAT							
15.0	A	100196			60	4.00	EA	\$1.94	\$7.76 *
		BHCS 6LP 3/8x7/8i SST							
16.0	A	100351			60	4.00	EA	\$1.86	\$7.44 *
		NUT MOD-T 3/8-16 SST							
17.0	A	100365			60	2.00	EA	\$0.36	\$0.72 *
		WASHER FLAT SAE 3/8i SST							
18.0	A	100611			60	2.00	EA	\$1.72	\$3.44 *
		RIVET 1/4X3/8i DRV AS							
19.0	A	227774			60	1.00	EA	\$0.00	\$0.00 *
		Inst PB Rush Poly Slide							
20.0	A	152982			60	8.00	EA	\$1,423.00	\$11,384.00 *
		DECK OCTAGONAL SECT PVC - 166 Dark Grey Pvc							
21.0	A	165501			60	8.00	EA	\$292.00	\$2,336.00 *
		DECK SPRT PO PNT - 421 Lagoon							
22.0	A	185299			60	1.00	EA	\$0.00	\$0.00 *
		INST PO 10FT TOWER							
23.0	A	101219			60	2.00	EA	\$18.15	\$36.30 *
		Touch Up Paint 4.5oz Can - 421 Lagoon							
24.0	A	101215			60	1.00	EA	\$0.00	\$0.00 *
		SDS Touch Up Paint - 421 Lagoon							
25.0	A	165599			60	1.00	EA	\$544.00	\$544.00 *
		HDW PKG PLAYODYSSEY TOWER							

*** Sub Total *** \$20,712.42

Additional Charges / Discounts

Items at No Charge (\$20,712.42)*

*** Total *** \$0.00

The terms and conditions of Order Acknowledgment number P0054542-01-02-06 dated 10/12/2023 replace and supersede any earlier purchase order(s) issued by LSI, the Customer, or any other party.

*** DO NOT PAY - THIS IS NOT AN INVOICE ***



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

Subject: Digitizing and storage of records	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date December 20, 2023	

REQUEST

Authorize the expenditure with Stevens and Stevens in the amount not to exceed \$75,000 for the purpose of performing digitizing services and storage of records for FY2023-2024.

PURPOSE

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

CONSIDERATIONS

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

COST/FUNDING

This item is included in the FY 2023-2024. Annual Budget.

RECOMMENDATION

Approve expenditure of budgeted funds with Stevens and Stevens in the amount not to exceed \$75,000.

IMPLEMENTATION

Continue services on going throughout the fiscal year.

ATTACHMENTS

Stevens and Stevens renewed five-year State Contract



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

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

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

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

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

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

I. Contract Amendment.

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

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

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

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



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

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

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

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

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

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

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

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

State of Florida
Department of Management Services

DocuSigned by:
Rosy Ingram
By: 9A2F66BC850246E

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

Contractor
Stevens and Stevens Business Records
Management, Inc.

DocuSigned by:
Chris Parker
By: 8C4023040F324FA

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

EXHIBIT B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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

Exhibit E
Price Sheet

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



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

Subject: GIS Platform Contract	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Steven E. Bapp, AICP, Growth Management Director	
Meeting Hearing Date December 20, 2023	

REQUEST

Staff is requesting that City Council authorize the City Manager to execute the attached Kimley-Horn Scope to develop the City’s Geographical Information System (GIS) platform.

PURPOSE

The purpose of the scope is to continue to contract Kimley-Horn to develop a GIS platform for the City to improve the customer service, economic development, and staff administration of land information management and data sharing.

CONSIDERATIONS

The City Council approved the project during the 2020/2021 Strategic Planning Session. Earlier contracts were executed by the City, with the most recent annual contract executed in December 2022. The current GIS System provides the following to the City:

- Provides on the City website detailed GIS mapping.
- Import summary development entitlements and tag to parcels (Example, PUD zoning click will bring up DA’s and amendments).
- Provides users with Future Land Use Map and Zoning designations.
- Provides users street, wetland, conservation, flood plain, and other relevant data.
- Provides City Staff with annual to get a GIS software license for each staff member.
- Provides improved customer service to residents with 24/7 access to planning and development information.
- Will promote economic development, where businesses and investors can remotely find land development info on DeBary, FL.
- Elevates DeBary to be consistent and/or exceed other jurisdiction’s best practices

The project includes twelve (12) months of service for maintenance and updates. Also includes licensing with Esri® ArcGIS Online (AGOL) software package as part of the contract. Project also includes bi-weekly staff updates, and staff training as requested. Maintenance shall include items such as software updates, quarterly land entitlement updates, zoning, future land use, parcel, flood plain and other data updates.

COST/FUNDING

The cost of development and maintenance of the GIS system is \$31,412. The cost of the GIS project was approved and funds are allocated in the approved budget for the current fiscal year.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the attached scope with Kimley-Horn.

IMPLEMENTATION

The City Manager will execute the attached scope with Kimley-Horn.

ATTACHMENTS

Kimley-Horn Scope



INDIVIDUAL PROJECT ORDER NUMBER 3

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of DeBary (the "Client" or the "City") in accordance with the terms of the Master Agreement RFQ# 06-20 for Discipline #14 GIS Mapping, Database Management, and other Applications as part of the Continuing Professional Services dated January 6, 2021, which is incorporated herein by reference.

Identification of Project:

Project: City of DeBary GIS Program Support

Project Manager: Amber Crane

Project Understanding:

It is understood the City is interested in continuing to build upon their existing geographic information system (GIS) program that can be managed by City staff. The City has requested the assistance of Kimley-Horn to continue support with the collection, review, and development of essential baseline geographic data for the City along with assisting with management of the City's Esri ArcGIS Online (AGOL) organizational account. This scope continues the assistance to the City in implementing a phased GIS program approach so that the City can view, update, and access all GIS information in-house, with Kimley-Horn providing monthly data maintenance support.

The City will be responsible for all fees and additional cost associated with maintenance of the AGOL account. The AGOL account allows the City the ability to publish and share GIS data with City staff and the community through the development of online applications and maps. Training will be offered to City staff on the maintenance and update of the GIS program implemented.

In support of these objectives, Kimley-Horn has prepared the following specific scope of services.

Specific Scope of Services:

Task 1 – Development and Maintenance of GIS Database

- A. Kimley-Horn will conduct regular monthly coordination calls/meetings with City staff. It is anticipated these meetings will be bi-weekly and will not exceed a total of twenty-four (24) meetings within a twelve-month period. Meetings will be used to review the status of project tasks and City priorities and needs.
- B. Kimley-Horn will maintain an updated list of available and developed data sources and layers to be collected and maintained as part of the City's GIS database. GIS data developed as part of initial GIS data development phase will be reviewed and updated at regularly scheduled intervals as previously agreed with the City. Layers considered part of initial database development phase include:
 - Existing land use/zoning information summarized as overlays/polygon features or at parcel level.
 - Active Development Projects within the city that include project area and description.
 - City Development Orders/Permits layer.

- C. All new data or application development requested by the City will be discussed during the project coordination calls and Kimley-Horn will provide an estimated schedule for completion along with estimated hours of support. Monthly maintenance of existing data and requested new data and application development needs will not exceed a total of 125 hours of support in a twelve-month period.

All data will be developed using Esri software and will be published to the City's AGOL organizational account.

- D. Training - Support may also include staff training, not to exceed four (4) hours a quarter.

Task 2 – Esri AGOL Account Management

- A. Kimley-Horn will provide monthly maintenance and updates to the City's existing Esri AGOL organizational account that houses published City of DeBary GIS data. The existing AGOL account can contain both public facing web-based applications, intended to display non-sensitive data accessible to the public, as well as an internal web-based applications that require employee log-in to access. For the purpose of this contract, minor monthly updates are to be defined as an update that is estimated not to exceed 10 hours of support per month. Monthly updates may include:

- Minor ESRI Software updates, Patches and Hot Fixes
- ESRI License Server Administration
- Maintain and support the existing Web mapping applications
 - Act as the point of contact for service related issues and request
 - Maintain current publishing of data sources utilized in web services
- Provide IT support for Desktop software and hosted GIS services infrastructure
- Document and keep up-to-date GIS layers inventory

- B. Kimley-Horn will assist with coordination efforts associated with the City's AGOL account through Esri. Support will include coordination with City staff and IT for configuration of the account and management of data publishing. Maintenance and purchasing of licenses up to the allocated expense amount identified by the City as part of this task work order. The City will be responsible for all fees and license renewals associated with Esri software. The AGOL account is valid for one (1) year (12-month period) and Kimley-Horn will renew directly to Esri annually on the City's behalf.

Deliverables

Kimley-Horn will provide the following deliverables associated with this project:

1. Meeting agendas and meeting notes
2. Esri AGOL license account information and access
3. Copies of the GIS Database and Data Layers
4. Copies of training session recordings and references; including questions and comments received during the training

Additional Services

Services not specifically stated in the scope of services above are not included. Additional services can be provided at the then current hourly rate at the City's request. Compensation for additional services will be agreed to prior to their performance.

Schedule

Kimley-Horn will provide the services described in the Scope of Services in an expeditious manner based upon an agreed upon schedule outlined below.

Task	Proposed Schedule
Task 1: Development and Maintenance of GIS Database	Month 1-12
Task 2: Esri AGOL Account Management	Month 1-12

Fee and Billing

Kimley-Horn will complete the above scope of services for the lump sum fees detailed below, inclusive of office overhead expenses. Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided. Approval from the City shall be required for all invoiced travel expenses and meetings. A cost estimate for services is provided in Table A along with the AGOL expense overview, a breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Development and Maintenance of GIS Database	\$25,832
Task 2	Esri ArcGIS Online (AGOL) Account Management	\$3,680
	Sub-Total (Labor)	\$29,512
Expense		
	<i>Esri ArcGIS online License Renewal (Expense task to be paid by Kimley-Horn directly to ESRI on City's behalf. These are as of current rates)</i>	\$1,900
	Total Lump Sum Fees:	\$31,412

Attachments: TABLE A

ACCEPTED:

THE CITY OF DEBARY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

By: Jill Capelli, P.E. *Jill Capelli*


TITLE: _____

Senior Vice President

DATE: _____

Date: November 30, 2023

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
BREAKDOWN OF FEES**

	Senior Project Manager		Professional Engineer (PE)		Engineer (EI)		Clerical		TOTAL	
	\$184		\$154		\$106		\$78			
Rate (\$/Hour):										
Kimley-Horn and Associates, Inc.	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost
Development and Maintenance of GIS Database										
Task 1	49	\$9,016	70	\$10,780	54	\$5,724	4	\$312	177	\$25,832
Monthly project coordination meetings	24	\$4,416	0	\$0	24	\$2,544	4	\$312	52	\$7,272
Maintenance of GIS geodatabase and Staff support	25	\$4,600	70	\$10,780	30	\$3,180	0	\$0	125	\$18,560
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Sub-Total Development and Maintenance of GIS Database	49	\$9,016	70	\$10,780	54	\$5,724	4	\$312	177	\$25,832
Esri ArcGIS Online (AGOL) Account Management										
Task 2	20	\$3,680	0	\$0	0	\$0	0	\$0	20	\$3,680
Monthly maintenance and coordination of AGOL account	20	\$3,680	0	\$0	0	\$0	0	\$0	20	\$3,680
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Sub-Total Esri ArcGIS Online (AGOL) Account Management	20	\$3,680	0	\$0	0	\$0	0	\$0	20	\$3,680
TOTAL LUMP SUM FEE:	69	\$12,696	70	\$10,780	54	\$6,992	4	\$312	197	\$29,512



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

Subject: Contract for Plat Recording – DeBary Town Park Interim Plat From: Steven E. Bapp, AICP, Growth Management Director Meeting Hearing Date December 20, 2023	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
---	---

REQUEST

Staff is requesting that City Council approve the contract for plat recording of the DeBary Town Park Interim Plat.

PURPOSE

The accommodate the recording of the Interim Plat in order to accommodate diverse ownership of the four (4) lots created by the Interim Plat that is required as part of Owner’s financing of the development of the Subject Property.

CONSIDERATIONS

The Interim Plat is intended to accommodate the division of ownership of the Subject Property for purposes of financing the development of the Subject Property in a manner consistent with the Development Agreement for DeBary Town Park Transit Oriented Development.

Except as may be allowed by the City of DeBary Land Development Code for model homes, the approval and recording of the Interim Plat does not give the Owner, Encore Entity or their respective successors and assigns the right or authority to apply for or obtain building permits or certificates of occupancy for any structure proposed to be constructed upon the Subject Property. Except as may be allowed by the City of DeBary Land Development Code for model homes after approval of a Preliminary Plat, no building permits or certificates of occupancy shall be sought or issued unless and until a final plat that is consistent with the Development Standards is approved, executed and recorded and other applicable requirements for platting are met.

COST/FUNDING

None

RECOMMENDATION

It is recommended that the City Council approve the contact for plat recording, subject to City Surveyor’s review and approval.

IMPLEMENTATION

The applicant will proceed with the development review and Final Plat submittal.

ATTACHMENTS

Attachment 1 - Contract for Plat Recording

Exhibit A to Attachment 1 – Property Report

Exhibit B to Attachment 1 – DeBary Town Park Interim Plat

Attachment 2 - Interim Plat Lot Overlay

Attachment 3 – Interim Plat Lot Overlay Highlighted

This Instrument Prepared By:

Mark A. Watts, Esq.
CobbCole
231 N. Woodland Boulevard
DeLand Florida 32720

After recording return to:

City of DeBary
Attn: City Clerk
16 Colomba Road
DeBary, Florida 32713

CONTRACT FOR PLAT RECORDING – DeBARY TOWN PARK INTERIM PLAT

The Parties to this Contract for **BTR Debary Owner, LLC a Florida Limited Liability Company** (hereinafter “Owner”), and The City of DeBary, a Florida municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, Owner is record title owner of approximately 32.17 acres of real property located along Shell Road (the “Subject Property”), within the City of DeBary, as more fully described in **Exhibit A**; and

WHEREAS, Owner has applied to the City for approval of a subdivision plat for the Subject Property, to be known as the **DeBary Town Park Interim Plat** (the “Interim Plat”), attached as **Exhibit B** to recorded be recorded in the Official Records of Volusia County, Florida and

WHEREAS, the Interim Plat is incorporated herein by reference; and

WHEREAS, the Interim Plat is intended to accommodate the division of ownership of the Subject Property for purposes of financing the development of the Subject Property in a manner consistent with the Development Agreement for DeBary Town Park Transit Oriented Development, recorded in Official Record Book ____, Page ____ of the Public Records of Volusia County, Florida, as amended by the First Amendment to Development Agreement for DeBary Town Park Transit Oriented Development, recorded in Official Record Book ____, Page ____ of the Public Records of Volusia County, Florida (collectively, the “Town Park Development Agreement”); and

WHEREAS, this Contract is entered into between the Owner and the City to confirm the purpose of the Interim Plat and the conditions under which development of the Subject Property will continue to proceed in accordance with the Town Park Development Agreement; and

NOW THEREFORE, to induce the City to approve the plat simultaneous with its consideration and approval of this Contract and to accept such certain improvements, Owner hereby unconditionally agrees as follows, effective on the date last signed below the (“Effective Date”):

1. **PURPOSE OF INTERIM PLAT; JOINDERS:** The City and Owner are entering into this Contract and proceeding with the recording of the Interim Plat in order to accommodate diverse ownership of the four (4) lots created by the Interim Plat that is required as part of Owner’s financing of the development of the Subject Property in a manner consistent with the Town Park Development Agreement. Following approval of the Interim Plat, the Owner intends to convey title to certain platted lots created by the Interim Plat to EHOFF Debary, LLC (the “Encore Entity”), which is providing consent to be bound by the terms and conditions of this Contract by

executing the attached Joinder and Consent subjecting them to all terms and conditions of the Interim Plat, this Contract and the Development Agreement.

2. **PROCESS FOR DEVELOPMENT OF SUBJECT PROPERTY:**

- A. *Compliance with Development Standards.* All development activity on the Subject Property shall be governed by the terms of the Development Agreement, the approved Overall Development Plan (City project ID # 22-01-ODP DeBary Town Park) the Preliminary Plat (22-03-PPR DeBary Town Park)(as may be revised to comply with the City's requirements and conditions), the current draft of which is attached as **Exhibit C** and remains subject to final review and approval by the City, the City of DeBary Land Development Code, and the specific provisions of the Southeast Mixed-Use Area/Transit Oriented Development Overlay District Standards contained in Chapter 5, Article VI of the LDC, except as modified by the Development Agreement (collectively, the "Development Standards"). The subdivision approved by the Interim Plat shall not be interpreted as amending or modifying any of the Development Standards that are applicable to the Subject Property.
- B. Except as may be allowed by the City of DeBary Land Development Code for model homes, the approval and recording of the Interim Plat does not give the Owner, Encore Entity or their respective successors and assigns the right or authority to apply for or obtain building permits or certificates of occupancy for any structure proposed to be constructed upon the Subject Property. Except as may be allowed by the City of DeBary Land Development Code for model homes after approval of a Preliminary Plat, no building permits or certificates of occupancy shall be sought or issued unless and until a final plat that is consistent with the Development Standards is approved, executed and recorded and other applicable requirements for platting are met. Owner, Encore Entity and their respective successors and assigns agree not to take any action, make any conveyance, or seek any approval for development of the Subject Property that is inconsistent with the Development Standards, and that the City shall have the right to not process or consider any application for development orders and permits inconsistent with the same. The Owner, Encore Entity and their respective successors and assigns hereby assume all risks arising out of or in any related to building permits and certificates of occupancy not being issued in accordance with the foregoing, and hereby agree to hold the City and its elected and appointed officials, employees and agents harmless regarding the same and for the City not processing or considering any application for development orders and permits inconsistent with the Development Standards and this Contract.
- C. *Joinder in Declarations and Dedications.* The Development Standards require that the Subject Property will be further subdivided via an approved, executed and recorded final plat as proposed by the Preliminary Plat (22-03-PPR DeBary Town Park) and in compliance with Chapter 177, Florida Statutes and the City of DeBary Land Development Code. Common areas, amenities, roadways and other required infrastructure that will be designed, permitted, constructed and conveyed or dedicated in accordance with the Development Standards will be owned and maintained by a master property owners' association and all of the Subject Property will be subject to recorded declarations that will specify all private development criteria, appearance standards, approval and assessment procedures for the construction of the project and ongoing maintenance of all related public and private infrastructure improvements. There will only be one master property owners' association

and no sub-associations will be formed. The Owner, Encore Entity and their respective successors and assigns agree to work together in good faith to submit for and obtain final plat approval and to execute the dedications of a final plat and a set of declaration of restrictive covenants consistent with the Development Standards and this Contract.

D. *Enforcement by the City.* As the Subject Property is developed in accordance with the Development Standards, the Owner and Encore Entity represent to the City that in connection with construction of the project, as required by the Preliminary Plat, that they will enter into a joint contract for completion of all required subdivision improvements and obtaining final plat approval. The Owner and Encore Entity will enter into a separate joint development agreement that will govern their respective rights and responsibilities to one another, but which will determine a uniform approach to development of all required subdivision improvements, regardless of their individual ownership of development tracts created by the Interim Plat. The City shall have all remedies at law and in equity to enforce this Contract.

3. **CONFIRMATION OF DEVELOPMENT AND ARCHITECTURAL STANDARDS; CONFIRMATION OF FINANCIAL RESPONSIBILITY:** All Development Standards referenced in the above paragraph 2 shall remain in full force and effect for the Subject Property unless amended by mutual consent of the Owner and City. The Owner, together with the Encore Entity, shall remain jointly responsible for the cost of installing all necessary subdivision improvements outlined in the Development Agreement and Development Standards, subject only to the right to any applicable impact fee or mobility fee credits or reimbursements that may be due in connection with the installation of certain required subdivision improvements.
4. **TIME OF COMPLETION OF PRELIMINARY AND FINAL PLAT:** The Owner acknowledges and agrees that any development of the Subject Property will be based on the Development Standards and the Preliminary Plat that is ultimately approved by the City in the course of the City's normal and customary subdivision review and approval process, as outlined in Chapter 4, Article II, Division 2 of the City's Land Development Code. None of the individual lots created by the Interim Plat can be conveyed for development that is inconsistent with the Development Standards until final review and approval of the Preliminary Plat is complete, the required subdivision infrastructure is completed or guaranteed in accordance with the City's Land Development Code and a final plat meeting the requirements of the City's Land Development Code and Fla. Stat. §177 is approved and recorded in the Official Records of Volusia County, Florida. The City is authorized to withhold any permits, approvals, development orders or other authorizations related to the Subject Property until the Preliminary Plat is approved or the Development Standards are otherwise revised or amended by the City. Development of the subdivision infrastructure for the Subject Property will be completed in a single phase, as shown on the Preliminary Plat. Regardless of the approval and recording of the Interim Plat, the Owner agrees that it shall proceed with obtaining final review and approval of the Preliminary and Final Plat for the development of the Subject Property in a manner consistent with the Development Standards and based on a commercially reasonable timeline to ensure there is no unnecessary delay in the development of the Subject Property.
5. **PLAT RECORDING REQUIREMENTS:** When the Owner submits the Interim Plat for recording, the Owner must also submit all required documentation set forth in Florida Statutes § 177 and Chapter 4, Article II, Division 2 of the City's Land Development Code.

6. If the Interim Plat is not approved by the City Council, then this Contract can be terminated by either party.
7. This Contract may not be amended except in writing, signed by both Parties.
8. **ASSIGNMENTS.** There shall be no assignments of this Contract to any party other than a lender or legal entity of which Owner or Encore Entity are the majority owner unless such assignment is approved by the City Manager.
9. **CONFLICTS.** In case of conflicts between this Contract and any City ordinance, the City ordinance governs. In case of conflicts between this Contract and the provisions of any of the Development Standards, the Development Standards control.
10. **APPLICABLE LAW.** This Contract will be subject to and construed in accordance with the laws of the State of Florida. Venue in case of any suit filed to enforce the provisions of this Contract will be in the middle district of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

IN WITNESS WHEREOF, the Parties hereunder have signed this Contract on the dates indicated below.

AGREED to by the City Council of the City of DeBary, Florida, the Owner and the Encore Entity on this ____ day of _____, 2023.

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

Annette M. Hatch, City Clerk

Karen Chasez, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as Mayor of the City of DeBary, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Signature of Notary

Printed Name of Notary

Witnesses:

BTR Debary Owner, LLC
a Florida limited liability company

Signature of Witness

By: _____

Printed Name

Printed Name: _____

Title: _____

Signature of Witness

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as Manager of BTR Debary Owner, LLC, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Signature of Notary

Printed Name of Notary

EXHIBIT A: LEGAL DESCRIPTION

EXHIBIT B: INTERIM PLAT

Joinder and Consent of Encore Entity

The undersigned, EHOF Debary, LLC, hereby joins in and consents to all terms and conditions contained in this Contract and to terms and conditions of the Development Standards governing the development of the Subject Property. The Financing Entities specifically acknowledge and agree that the development of the Subject Property shall be governed by the Development Standards unless and until any amendment to the Development Standards is approved by the City.

IN WITNESS WHEREOF, the Parties hereunder have signed this Contract on the dates indicated below.

EHOF Debary, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____



PROPERTY INFORMATION REPORT

Order No.: 11305097

Addressee:
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, FL 33131
305-579-0500
305-579-0717

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Volusia County, Florida, ("Public Records"), from 04/11/1958, through 11/13/2023 11:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING A REPLAT OF ALL OF ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE 9 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND REPLATTING ALL OF BLOCKS 25, 29, AND 30, INCLUDING ALLEYS WITHIN SAID BLOCKS AND PORTIONS OF UNNAMED ROADS, VOLUSIA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 78 AND MAP BOOK 22, PAGE 34 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN SOUTH 89°54'17" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 1707.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 584.66 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 4 AND THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID BLOCK 30, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 50.00 FOOT UNNAMED ROAD ALSO KNOWN AS SOUTH SHELL ROAD BETWEEN SAID BLOCKS 29 AND 30, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°43'02" EAST ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINES OF SAID BLOCKS 30 AND 25 AND SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1333.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 60.00 FOOT ROAD BETWEEN BLOCKS 12 AND 25, SAID LINE ALSO BEING THE SOUTH LINES OF BLOCKS 12, 13, AND 14 OF SAID VOLUSIA PARK; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND WEST LINES, RUN SOUTH 89°52'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTH LINES FOR A DISTANCE OF 1173.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 AND 92 ACCORDING TO DEED BOOK 4342, PAGE 2567 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTH 24°14'30" WEST FOR A DISTANCE OF 704.03 FEET; NORTH 65°45'30" WEST FOR A DISTANCE OF 6.00 FEET; SOUTH 24°14'30" WEST FOR A DISTANCE OF 757.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.88 ACRES, MORE OR LESS.

TOGETHER WITH

COMMENCE AT AFORESAID POINT "A" BEING A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 4 AND THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID BLOCK 30, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 50.00 FOOT UNNAMED ROAD ALSO KNOWN AS SOUTH SHELL ROAD BETWEEN SAID BLOCKS 29 AND 30; THENCE RUN SOUTH 89°54'17" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 50.00 FOOT ROAD OF SAID VOLUSIA PARK, ALSO KNOWN AS SOUTH SHELL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID SOUTH LINE FOR A DISTANCE

OF 331.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 50.00 FOOT ROAD BETWEEN BOCKS 28 AND 29 OF SAID VOLUSIA PARK; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°44'58" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 652.66 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 89°58'53" EAST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 00°44'59" EAST FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 60.00 FOOT ROAD BETWEEN BLOCKS 29 AND 26, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID BLOCK 26; THENCE RUN NORTH 89°58'53" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTH LINE FOR A DISTANCE OF 305.66 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTH LINE RUN SOUTH 00°43'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 681.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.16 ACRES, MORE OR LESS.

TOGETHER ALL CONTAINING 32.04 ACRES, MORE OR LESS.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

BTR Debary Owner, LLC, a Delaware limited liability company, per Deed recorded November 1, 2023 recorded in Official Records Book 8479, Page 2351, in the Public Records of Volusia County, Florida.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Right-of-Way Agreement granted in favor of Florida Power & Light Company, filed April 11, 1958, recorded in Official Records Book 107, Page 452, in the Public Records of Volusia County, Florida.
2. Resolution No. 08-24 by the City Council of The City of Debary Florida, vacating a portion of the Volusia Park Plat recorded at Plat Book 4, Page 78 and vacating a portion of the Adams Subdivision Plat recorded in Plat Book 19, Page 9, filed October 24, 2008, recorded in Official Records Book 6289, Page 2793, in the Public Records of Volusia County, Florida.
3. Agreement for Ingress and Egress Easement between Olive C. Adams Family L.P., a Florida Limited Partnership and Florida Public Utilities Company, a Florida corporation, filed April 16, 2009, recorded in Official Records Book 6343, Page 1055, in the Public Records of Volusia County, Florida.
4. Ordinance No. 12-2022 by the City Council of The City of Debary, approving development agreement with Falcone & Associates LLC (Developer/Contract purchaser), filed February 15, 2023, recorded in Official Records Book 8369, Page 394, of the Public Records of Volusia County, Florida.
5. Recorded Notice of Environmental Resource Permit, Falcone Group, LLC, Grantee, filed August 11, 2023, recorded in Official Records Book 8445, Page 4459, in the Public Records of Volusia County, Florida.
6. Ordinance No. 09-2023 by The City council of The City of Debary, Florida, approving a first amendment to Development Agreement as approved by Ordinance No. 12-2022, Falcone & Associates, LLC as Developer/Contract Purchaser, filed September 13, 2023, recorded in Official Records Book 8459, Page 925, in the Public Records of Volusia County, Florida.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

A handwritten signature in blue ink that reads "Cheryl Teherman for Suzanne Wilson". The signature is written in a cursive style.

suzanne.wilson@fnf.com 954.308.3064 Revised By Michelle S. Martin November 30, 2023

DEBARY TOWN PARK

LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 3

PLAT BOOK

DEBARY TOWN PARK DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT BTR DEBARY OWNER, LLC., A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF ALL OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACT FD-1, TRACT FD-2, TRACT FD-3 AND TRACT FD-4 (FUTURE DEVELOPMENT) ARE HEREBY DEDICATED TO THE OWNER.

IN WITNESS WHEREOF, THE UNDERSIGNED, _____, A _____ HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED _____ THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF _____ 2023.

WITNESSES: _____ By: _____
JOHN CHISTE,
VICE PRESIDENT

Print Name: _____

Print Name: _____

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF _____,
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ OF _____, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC _____

PRINTED NAME: _____

COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE, AND WAS FILED FOR RECORD ON _____, 20____ AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON APRIL 21, 2022 I COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

By: _____ Date: _____

Billy Alan Chavers, Professional Surveyor and Mapper LS # 7086
Dale Stockstill & Associates, P.A.
Licensed Business # 8052
801 International Parkway, Suite 500
Lake Mary, Florida 32746

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING A REPLAT OF ALL OF ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE 9 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND REPLATTING ALL OF BLOCKS 25, 29, AND 30, INCLUDING ALLEYS WITHIN SAID BLOCKS AND PORTIONS OF UNNAMED ROADS, VOLUISA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4, PAGE 78 AND MAP BOOK 22, PAGE 34 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN SOUTH 89°54'17" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 1707.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 584.66 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 4 AND THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID BLOCK 30, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 50.00 FOOT UNNAMED ROAD ALSO KNOWN AS SOUTH SHELL ROAD BETWEEN SAID BLOCKS 29 AND 30, SAID POINT HEREINAFTER REFEREED TO AS POINT "A"; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°43'02" EAST ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINES OF SAID BLOCKS 30 AND 25 AND SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1333.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 60.00 FOOT ROAD BETWEEN BLOCKS 12 AND 25, SAID LINE ALSO BEING THE SOUTH LINES OF BLOCKS 12, 13, AND 14 OF SAID VOLUISA PARK; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND WEST LINES, RUN SOUTH 89°52'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTH LINES FOR A DISTANCE OF 1173.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 AND 92 ACCORDING TO DEED BOOK 4342, PAGE 2567 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTH 24°14'30" WEST FOR A DISTANCE OF 704.03 FEET; NORTH 65°45'30" WEST FOR A DISTANCE OF 6.00 FEET; SOUTH 24°14'30" WEST FOR A DISTANCE OF 757.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.88 ACRES, MORE OR LESS.

TOGETHER WITH

COMMENCE AT AFORESAID POINT "A" BEING A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 4 AND THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID BLOCK 30, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 50.00 FOOT UNNAMED ROAD ALSO KNOWN AS SOUTH SHELL ROAD BETWEEN SAID BLOCKS 29 AND 30; THENCE RUN SOUTH 89°54'17" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 50.00 FOOT ROAD OF SAID VOLUISA PARK, ALSO KNOWN AS SOUTH SHELL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°54'17" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 331.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 50.00 FOOT ROAD BETWEEN BOCKS 28 AND 29 OF SAID VOLUISA PARK; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°44'58" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 652.66 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 89°58'53" EAST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 00°44'59" EAST FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN UNNAMED 60.00 FOOT ROAD BETWEEN BLOCKS 29 AND 26, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID BLOCK 26; THENCE RUN NORTH 89°58'53" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTH LINE FOR A DISTANCE OF 305.66 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTH LINE RUN SOUTH 00°43'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 681.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.16 ACRES, MORE OR LESS.

TOGETHER ALL CONTAINING 32.04 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL BY CITY COUNCIL OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA,

MAYOR OF THE CITY OF DEBARY

Attest: _____
CITY CLERK OF THE CITY OF DEBARY

CERTIFICATE OF APPROVAL BY LAND DEVELOPMENT MANAGER

THIS IS TO CERTIFY, THAT ON _____ THIS PLAT WAS APPROVED.

BY: _____
LAND DEVELOPMENT MANAGER OR THEIR REPRESENTATIVE

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY CITY REGISTERED SURVEYOR

THIS IS TO CERTIFY, THAT ON _____ THIS PLAT WAS APPROVED.

BY: _____
CITY REGISTERED SURVEYOR REGISTRATION NO. _____

SHEET INDEX

SHEET 1 OF 3: LEGAL DESCRIPTION, DEDICATION
SHEET 2 OF 3: NOTES, LEGEND & VICINITY MAP
SHEET 3 OF 3: BOUNDARY AND TRACT GEOMETRY



801 International
Parkway, Ste. 500
Lake Mary, FL 32746
407-926-0333

DEBARY TOWN PARK

LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

SHEET 2 OF 3

PLAT BOOK

NOTES:

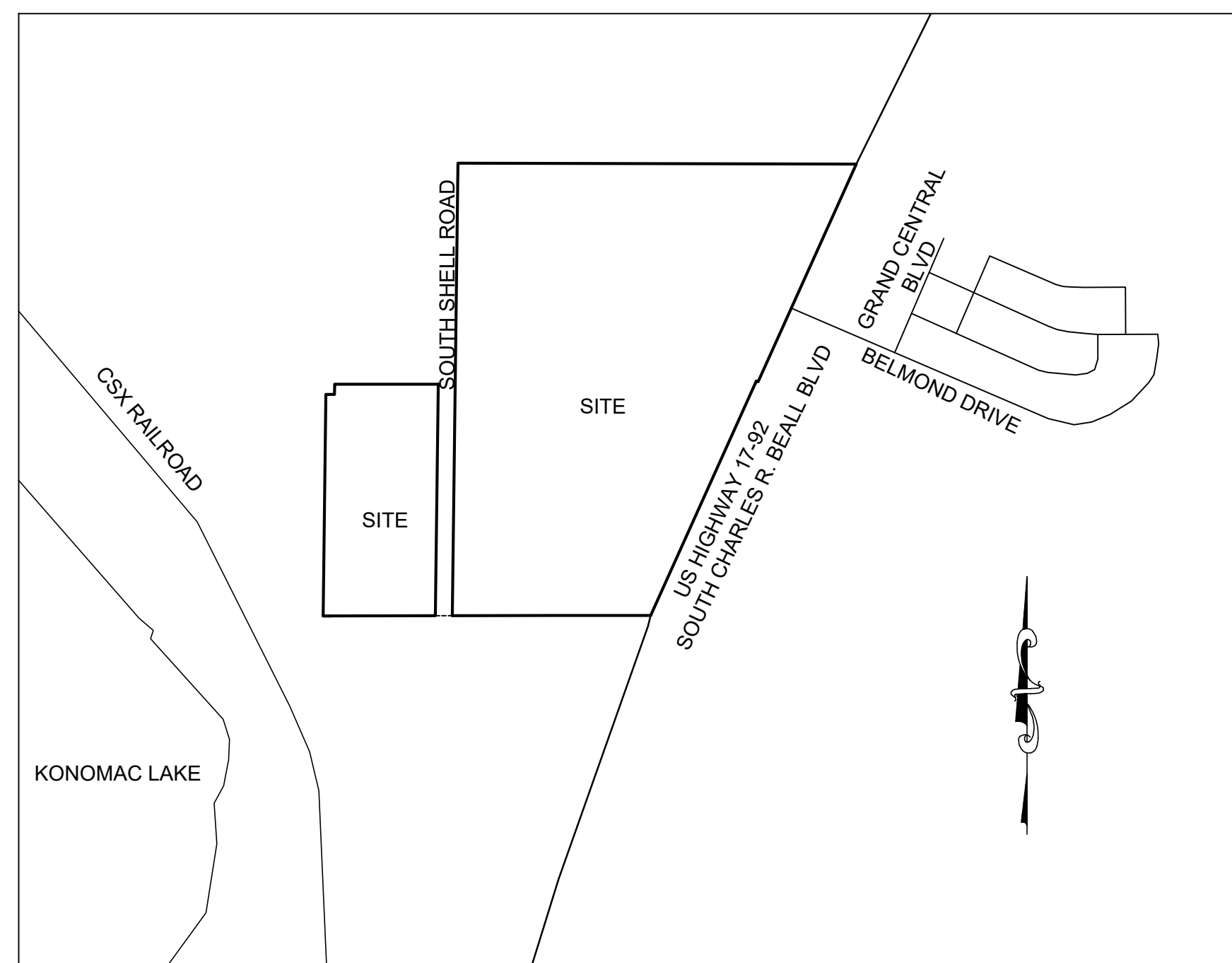
1. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES (NAD83), EAST ZONE WITH THE REFERENCE BEARING BEING THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17-92 AS BEING SOUTH 24°14'30" WEST.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (NR).
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. TRACT FD-1, TRACT FD-2, TRACT FD-3 AND TRACT FD-4 (FUTURE DEVELOPMENT) SHALL BE OWNED AND MAINTAINED BY THE OWNER.
5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12127C0730H DATED 2/19/2014 THE SUBJECT PARCEL LIES IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE A (SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION).
6. RIGHT-OF-WAY AGREEMENT GRANTED IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, FILED APRIL 11, 1958, RECORDED IN OFFICIAL RECORDS BOOK 107, PAGE 452, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.
7. PUBLIC UTILITIES COMPANY, A FLORIDA CORPORATION, FILED APRIL 16, 2009, RECORDED IN OFFICIAL RECORDS BOOK 6343, PAGE 1055, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.
8. THE LANDS WITHIN THIS PLAT ARE SUBJECT TO THAT CERTAIN CONTRACT FOR PLAT RECORDING - DEBARY TOWN PARK INTERIM PLAT TO BE RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND

- R/W RIGHT-OF-WAY
LB LICENSED BUSINESS
CCR # CERTIFIED CORNER RECORD
ORB OFFICIAL RECORDS BOOK
HOA HOMEOWNERS ASSOCIATION
4-19-30 SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST
■ SET PERMANENT REFERENCE MONUMENT
4" X 4" CONCRETE MONUMENT LB 8052

VICINITY MAP:

1" = 400'



**DALE STOCKSTILL
& ASSOCIATES, P.A.**
PROFESSIONAL LAND SURVEYORS

801 International
Parkway, Ste. 500
Lake Mary, FL 32746
407-926-0333

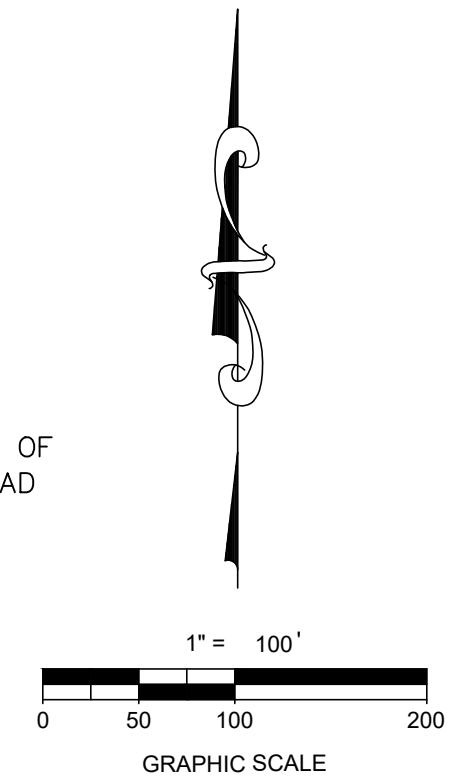
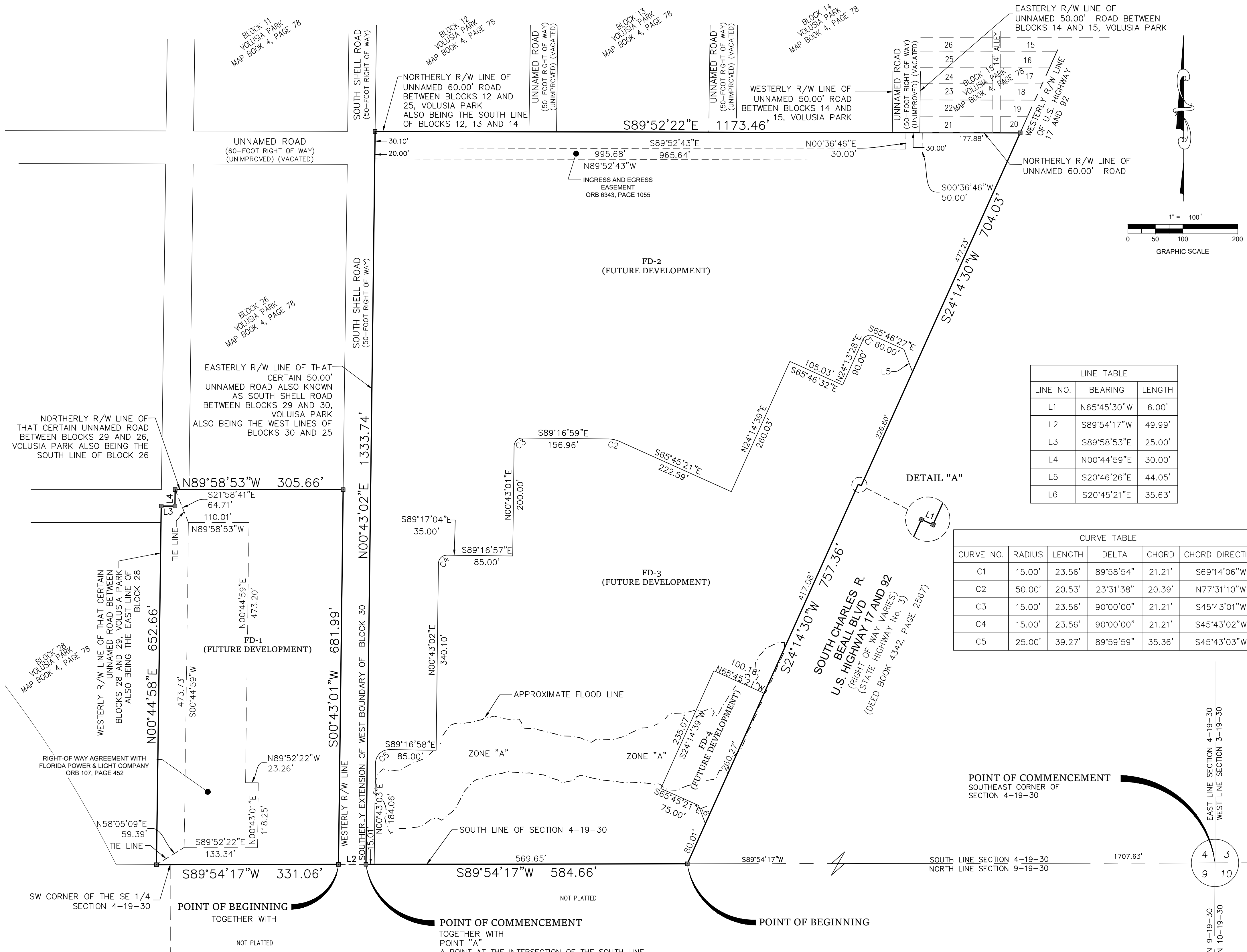
SHEET INDEX
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DEBARY TOWN PARK

LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 3

PLAT BOOK



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N65°45'30\"W	6.00'
L2	S89°54'17\"W	49.99'
L3	S89°58'53\"E	25.00'
L4	N00°44'59\"E	30.00'
L5	S20°46'26\"E	44.05'
L6	S20°45'21\"E	35.63'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C1	15.00'	23.56'	89°58'54\"	21.21'	S69°14'06\"W
C2	50.00'	20.53'	23°31'38\"	20.39'	N77°31'10\"W
C3	15.00'	23.56'	90°00'00\"	21.21'	S45°43'01\"W
C4	15.00'	23.56'	90°00'00\"	21.21'	S45°43'02\"W
C5	25.00'	39.27'	89°59'59\"	35.36'	S45°43'03\"W

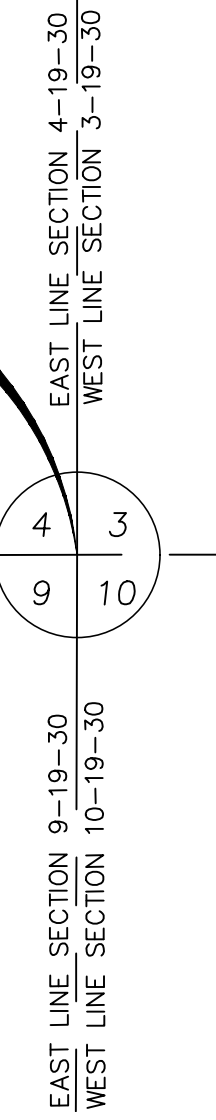
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 4-19-30

POINT OF COMMENCEMENT
TOGETHER WITH POINT "A"
A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 4 AND THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID BLOCK 30, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 50.00 FOOT UNNAMED ROAD ALSO KNOWN AS SOUTH SHELL ROAD BETWEEN SAID BLOCKS 29 AND 30

DALE STOCKSTILL & ASSOCIATES, P.A.
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DEBARY TOWN PARK EXHIBIT



DEBARY TOWN PARK EXHIBIT

