



CITY COUNCIL MEETING

November 04, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation
Flag Salute

ROLL CALL

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

APPROVAL OF MINUTES

- [1.](#) Regular City Council Meeting October 7, 2020
- [2.](#) Special City Council Meeting October 21, 2020

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Introduction of City's New Economic Development Director, Wayne Clark

NEW BUSINESS

- [3.](#) Mayor Karen Chasez requests the City Council discuss the possibility of filling the vacant City Council Seat #2.
- [4.](#) Mayor Karen Chasez requests the City Council appoint a Vice Mayor pursuant to City Charter. Based upon the November 3, 2020 election, the City Council must decide the process timeline and select a Vice Mayor accordingly.
- [5.](#) City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-56 with Pegasus Engineering in order to provide services as directed by City Council associated with the South Pine Meadow Drive Drainage Pipe Replacement from Quiet Meadow Lane to Glen Abbey Lane.
- [6.](#) City Staff is requesting a discussion on the Main Street Overall Development Plan.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP

- City Council Workshop November 18, 2020, 5:30 p.m.
- Special City Council Meeting November 18, 2020, 6:30 p.m.

ADJOURN

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

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



REGULAR CITY COUNCIL MEETING

October 07, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Matt Boerger, Growth Management Director; Eric Frankton, IT Director; Jason Schaitz, Parks & Recreation Director; and Annette Hatch, City Clerk.

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

Nick Koval, MaryAnn Siggerston and Dale Dykes addressed Council.

APPROVAL OF MINUTES

1. City Council Workshop August 26, 2020
2. Regular City Council Meeting September 2, 2020
3. Special City Council Meeting September 9, 2020
4. Special City Council Meeting September 23, 2020

Motion by Council Member Stevenson to approve the minutes of August 26, 2020, September 2, 2020, September 9, 2020, and September 23, 2020. Seconded by Council Member Butlien. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA:

Council Member Bacon requested a motion to approve adding his resolution to the agenda acknowledging City Council endorsement supporting the Echo and Volusia Forever Referendums. Motion failed 4-1 (Council Member Bacon; yes).

Council Member Stevenson requested an item be added to the agenda on additional COVID-19 procedures and possible expenditures for safety equipment for Council Chambers. Request carried 3-2 to add as Item 11 to the Agenda. (Mayor Chasez and Council Member Butlien; nay).

Council Member Bacon requested Item No. 9, Council approval of the 1st reading of Ordinance 01-2021 be removed from the agenda and setting up a workshop on the item instead. Motion failed 4-1 (Council Member Bacon; yes).

PRESENTATIONS: Sid Vihlen, Jr., the City's Volusia Growth Management Commission (VGMC) representative, announced his unanimous re-election as Chair of the VGMC and briefly overviewed the history, budget and responsibilities of VGMC.

CONSENT AGENDA

5. Approve the renewal of Team Volusia Cooperative Economic Development Agreement for fiscal year 2020-2021 at a cost of \$10,588.00.
6. Staff is requesting City Council approval for emergency Stormwater repair located at 105 Pineside Drive.
7. Request the City Council to approve Change Orders # 6, 7, 8 and 9 to complete the City Hall renovations.

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

PUBLIC HEARINGS

8. The Applicant, Darren Elkind, on behalf of Beyond Chance LLC., requests City Council to approve the second reading of Ordinance 05-2020, amending the existing Glen Abbey PUD in order to permit a house of worship at 350 Pine Meadow Drive. (Quasi-Judicial Hearing)

Mayor Chasez briefly outlined the Hearing process.

City Clerk swore in all witnesses.

City Attorney read the Ordinance into the record.

Staff presented the item and recommended approval with the condition of no overflow parking permitted in the adjacent rights-of-way.

Darren Elkind, representing the applicant gave a brief statement, which addressed the ad valorem assessment question presented at the first reading.

No one addressed Council.

Motion by Council Member Stevenson to approve the second reading of Ordinance 05-2020. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

9. Request the City Council to approve the first reading of Ordinance 01-2021 to repeal and replace Division 2 of Article IV of the City's Code of Ordinances as such pertains to the City's purchasing policies, rules and procedures.

City Attorney read the Ordinance into the record.

City Manager gave a brief overview of his financial experience and qualifications.

Staff gave an overview of the City's Finance Department's experience, education and qualifications.

City Manager reviewed the process of converting the Purchasing Ordinance that has been in effect since 1994 to a Resolution. Changes in purchasing thresholds were highlighted.

No one addressed Council.

Motion by Council Member Butlien to approve the first reading of Ordinance 01-2021. Seconded by Vice-Mayor Benfield. Motion passed 4-1 (Council member Bacon; nay).

NEW BUSINESS

10. The Parks and Recreation Department is requesting the City Council discuss and decide if we are able to coordinate the Tree Lighting Ceremony and Christmas Parade this year.

Staff reviewed suggested CDC guidelines and procedures for all activity requests. Alternative functions were presented and discussed.

No one addressed Council.

It was the consensus of Council for staff to pursue planning for a reverse Christmas parade.

It was the consensus of Council to present a further proposal on a Christmas tree lighting ceremony or alternatives and present to Council at a future meeting.

11. Council Member Stevenson presented additional CDC information regarding indoor safety measures. She suggested mandatory wearing of masks while in Council Chambers, an air filtration/purification system, and the possibility of increasing the air flow in the room.

City Manager will review recommendations and give feedback on the items, and will also investigate UV lighting and portable air filtration for Council Chambers.

Motion by Council Member Stevenson to make mask-wearing mandatory in Council Chambers during the duration of Council meetings with the exception of those with medical issues. Seconded by Council Member Butlien. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

A. Mayor and Council Members:

Vice-Mayor Benfield requested and received Council consensus to issue a certificate of thanks be issued to Sid Vihlen, Jr. Mayor and City Manager to draft certificate.

B. City Manager:

Purchases - City Charter Section 2-190.

City Manager noted his emergency purchase memorandum attached to the agenda.

C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

- Special City Council Meeting October 21, 2020, at 6:30 p.m.
- Regular City Council Meeting November 4, 2020, at 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:53 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



SPECIAL CITY COUNCIL MEETING

October 21, 2020 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Giffin Chumley City Attorney; Elizabeth Bauer, Finance Director; Eric Frankton, IT Director; Jason Schaitz, Parks & Recreation Director; Shari Simmans, Communications & Government Affairs Director; and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11): Council Member Bacon requested Items 1, 2, and 3 be removed from the Consent Agenda for further discussion. It was the consensus of Council to remove the items from the Consent Agenda (Council Member Butlien and Mayor Chasez; nay)

CONSENT AGENDA

1. Request the City Council approve Order Finding Violation of Charter for Council Member Stephen Bacon.

Motion by Council Member Stevenson to approve Item 1. Seconded by Council Member Butlien. Motion passed 4-1. (Council Member Bacon; nay)

2. Request the City Council approve Order Regarding Forfeiture for Council Member Stephen Bacon.

Motion by Council Member Stevenson to approve Item 2. Seconded by Council Member Butlien. Motion passed 4-1. (Council Member Bacon; nay)

3. The City Manager is requesting the City Council approve the Second Amendment to the Sublease Agreement with Gateway Center for the Arts, Inc., (GCA) for the rental of bathrooms at Gateway Park.

Motion by Council Member Butlien to approve Item 3. Seconded by Vice-Mayor Benfield. Motion passed unanimously.

PUBLIC HEARINGS

4. Request the City Council to approve the second reading of Ordinance 01-2021 to repeal and replace Division 2 of Article IV of the City's Code of Ordinances as such pertains to the City's purchasing policies, rules and procedures.

City Attorney read the Ordinance into the record.

City Manager gave a brief overview of the process, highlighted purchasing thresholds, and the inclusion of a monthly financial report to Council.

No one addressed Council.

Motion by Council Member Butlien to approve the second reading of Ordinance 01-2021. Seconded by Vice-Mayor Benfield. Motion passed 4-1. (Council Member Bacon; nay)

NEW BUSINESS

5. Request the City Council to approve the Resolution 2021-01 adopting the Purchasing Policy and Procedures Manual.

City Attorney read the Resolution into the record.

No one addressed the Council.

Motion by Council Member Butlien to approve Resolution 2021-01. Seconded by Council Member Stevenson. Motion passed unanimously.

6. The City Manager is requesting the City Council approve Resolution 2021-02 supporting the partnership with the Aquatic Preserve Alliance of Central Florida, Inc. in filing a Florida Forever application to purchase approximately 170 acres known as Riverbend South.

City Attorney read the Resolution into the record.

City Manager reviewed the history of the project and explained what the Citizen's Support Group was, including the Statutory requirements of the group. Pictures of the area were shown.

Dean Barber, President of the Aquatic Preserve Alliance, Pat Northey, representing the Rotary Club of DeBary, Deltona and Orange City; and the St. Johns River-to-Sea Alliance, and William Sell addressed the Council. Mayor Chasez addressed the Council on behalf of the late Christopher Jones.

Motion by Vice-Mayor Benfield to approve Resolution No. 2021-02. Seconded by Council Member Bacon. Motion passed unanimously.

7. The Parks and Recreation Department is requesting the City Council discuss and approve the proposed plans for the Christmas Parade and the Tree Lighting Event.

Staff identified the planning committee members and reviewed the discussion and suggestions of the committee.

No one addressed the Council.

Motion by Vice-Mayor Benfield to approve funding for the reverse Christmas parade and the virtual Christmas tree lighting event. Seconded by Council Member Bacon. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

8. Citizens Advisory Committee/TPO: Motion by Council Member Stevenson to appoint Erika Benfield to the Citizens Advisory Committee of the TPO. Seconded by Council Member Bacon. Motion passed unanimously.

Member Reports/ Communications

A. Mayor and Council Members: Farewell to Vice-Mayor Benfield

Mayor Chasez and all Council Members offered their appreciation to Vice-Mayor Benfield for her work for the City. Mayor Chasez presented the Vice-Mayor with a key to the City.

B. City Manager

C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting November 4, 2020, at 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:35 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: Discussion and Possible Temporary Filing Vacant City Council Seat #2	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Karen Chasez, Mayor	
Meeting Hearing Date November 4, 2020	

REQUEST

Mayor Karen Chasez requests the City Council discuss the possibility of filling the vacant City Council Seat #2.

PURPOSE

The City Council may or may not fill City Council Seat #2.

CONSIDERATIONS

- Vice Mayor Erika Benfield has resigned pursuant to statutory election requirements in the State of Florida. Her City Council seat is vacant effective November 4, 2020 at 12:00am.
- On November 3, 2020, a general election is being held for City Council Seat #2. Once the election is certified by the Supervisor of Elections, Seat #2 will have a Council Member-Elect and will be sworn in and take office on January 6, 2021.
- Historically, the DeBary City Council has filled vacant seats by advertising for candidates for 15-30 days. The City Council interviews applicants and selects a candidate at the next Council meeting. The selected applicant is sworn in and fills the vacant office. At this time, the City Council has not advertised for candidates to fill Seat #2.
- The City Council has multiple options,
 1. With only 3 Council meetings left this calendar year, the DeBary City Council can operate very efficiently with four members. The City Council may leave Seat #2 vacant until January 6, 2021.
 2. If the City Council wants to temporarily fill the vacancy, we could advertise for candidates. We can present these applicants at the November 18, 2020 meeting and the Council can appoint their candidate for the two meetings in December.

3. If the City Council so chooses and the winning candidate of the election for Seat #2 accepts, the City Council may temporarily appoint the Council Member-Elect. The Council Member-Elect can be sworn in on November 18, 2020 and serve for 3 meetings. On January 6, 2021, the Council Member-Elect will be officially sworn in and permanently taking the Seat # 2 Office.

COST/FUNDING

There is no cost for this agenda item.

RECOMMENDATION

It is recommended that the City Council discuss its options and make a decision on whether or not to fill the temporary Seat #2 vacancy.

IMPLEMENTATION

Immediately upon decision.

ATTACHMENTS

None



City Council Meeting City of DeBary AGENDA ITEM

Subject: Selection of Vice Mayor	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Karen Chasez, Mayor	
Meeting Hearing Date November 4, 2020	

REQUEST

Mayor Karen Chasez requests the City Council appoint a Vice Mayor pursuant to City Charter. Based upon the November 3, 2020 election, the City Council must decide the process timeline and select a Vice Mayor accordingly.

PURPOSE

The City Council is required under City Charter to select a Vice Mayor.

CONSIDERATIONS

- Vice Mayor Erika Benfield has resigned pursuant to statutory election requirements in the State of Florida. Her City Council seat is vacant effective November 4, 2020 at 12:00am.
- On November 3, 2020, a general election is taking place whereby citizens of DeBary will elect two (2) City Council candidates to fill Seats #1 and #2. Also on the ballot, there are seven (7) Charter amendments for consideration. Amendment #2 involves language change clarifying the proper timing of selecting a Vice Mayor.
- **Current Charter Language.** Sec. 4.03. At the first regularly scheduled meeting following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.
- **Proposed New Charter Language.** Sec. 4.03. At the first regularly scheduled meeting **in January** following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.
- **Election Results.** If Amendment #2 passes, the City Council will be bound to select a Vice Mayor at the January 6, 2021 City Council meeting. Therefore, at this this meeting, the City Council will select a Vice Mayor from November 4, 2020 through January 6, 2021.

- If Amendment #2 fails, the City Council is bound by existing Charter language. However, past City Councils have interpreted and set precedent selecting a Vice Mayor in January after the general election upon the sitting of the new Council.

COST/FUNDING

There is no cost for this agenda item.

RECOMMENDATION

It is recommended that the City Council review the election results, determine the selection timeline and select a Vice Mayor accordingly. Selecting a Vice Mayor is required under Charter.

IMPLEMENTATION

Upon a majority vote, the selected Vice Mayor will assume all duties and responsibilities immediately.

ATTACHMENTS

None



City Council Meeting City of DeBary AGENDA ITEM

Subject: South Pine Meadow Drive Drainage Pipe Replacement from Quiet Meadow Lane to Glen Abbey Lane	Attachments: <input type="checkbox"/> Ordinance
From: Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
Meeting Hearing Date November 4, 2020	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

City Manager is requesting the Mayor and City Council to authorize the City Attorney and City Manager to approve Task Order No. 2015-56 with Pegasus Engineering in order to provide services as directed by City Council associated with the South Pine Meadow Drive Drainage Pipe Replacement from Quiet Meadow Lane to Glen Abbey Lane. This project has been identified as a high priority project and was recently approved by City Council in the current fiscal year stormwater Capital Improvement Program due to the existing stormwater infrastructure structurally failing. The City of DeBary requested Legislative Appropriation funding and was awarded a \$300,000 grant for design and construction (Agreement No. LPA0100). The purpose of this task order is to complete the survey and engineering services in order to prepare bid documents.

PURPOSE

This agenda item is needed at this time to allow Pegasus Engineering to proceed with services for the City of DeBary from November 4, 2020 through February 28, 2021.

CONSIDERATIONS

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

COST/FUNDING

The cost of the professional engineering services is in the amount of \$29,871.00 which will be paid for by the Stormwater Fund.

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the City Attorney and City Manager to finalize the attached Task Order with Pegasus Engineering, LLC for the South Pine Meadow Drive Drainage Pipe Replacement from Quiet Meadow Lane to Glen Abbey Lane in an amount not-to-exceed \$29,871.00 through February 28, 2021.
2. Authorize the cost of the Task Order to be paid from the Stormwater Fund.

IMPLEMENTATION

N/A

ATTACHMENTS

Task Order No. 2015-56.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): DeBary Stormwater Infrastructure Improvements within the Glen Abbey and Summerhaven Agreement Number: LPA0100

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of DeBary Entity Type: Local Government
Grantee Address: 16 Colomba Road, DeBary, Florida 32713 FEID: 59-3217634 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: December 31, 2021

4. Project Number: _____ Project Location(s): Lat/Long (28.895, -81.293) +
(If different from Agreement Number)
Project Description: Removal of existing storm sewer pipes and replacement with new storm sewer pipes along South Pine Meadow Drive.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$300,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA Line Item 1635A, FY 20-21	\$300,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$300,000.00

6. Department's Grant Manager Name: Sarah Louissaint or successor
Address: 3900 Commonwealth Boulevard
Douglas Building, MS 3602
Tallahassee, FL 32399-3000
Phone: _____
Email: Sarah.Louissaint@FloridaDEP.gov

Grantee's Grant Manager Name: Carmen Rosamonda or successor
Address: 16 Colomba Road
DeBary, FL 32713
Phone: 352-801-1819
Email: crosamonda@debary.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary): _____
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary): _____

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of DeBary

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Carmen Rosamonda, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Sarah Louissaint, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0100**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is DeBary Stormwater Infrastructure Improvements within the Glen Abbey and Summerhaven. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2020 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: DeBary Stormwater Infrastructure Improvements within the Glen Abbey and Summerhaven

PROJECT LOCATION: The Project will be located in the City of DeBary, Florida within Volusia County; Lat/Long (28.895, -81.293). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of DeBary's (Grantee) stormwater infrastructure within the Glen Abbey and Summerhaven subdivisions is failing. The funds allocated by the State for this project will be dedicated to the South Pine Meadow Drive Stormwater Improvement Project. The current drainage system consisting of storm sewer pipes along South Pine Meadow Drive consists of corrugated metal pipes which, due to the age of the pipes, are beginning to fail at multiple locations.

PROJECT DESCRIPTION: This project will include removal of existing storm sewer pipes and replacement with new storm sewer pipes, together with new drainage structures, to replace a system which has surpassed its useful service life. Work will also include removal and replacement of any driveways, sidewalks and sod required to complete the project.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of a drainage system and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package. publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the stormwater infrastructure improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct stormwater infrastructure improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

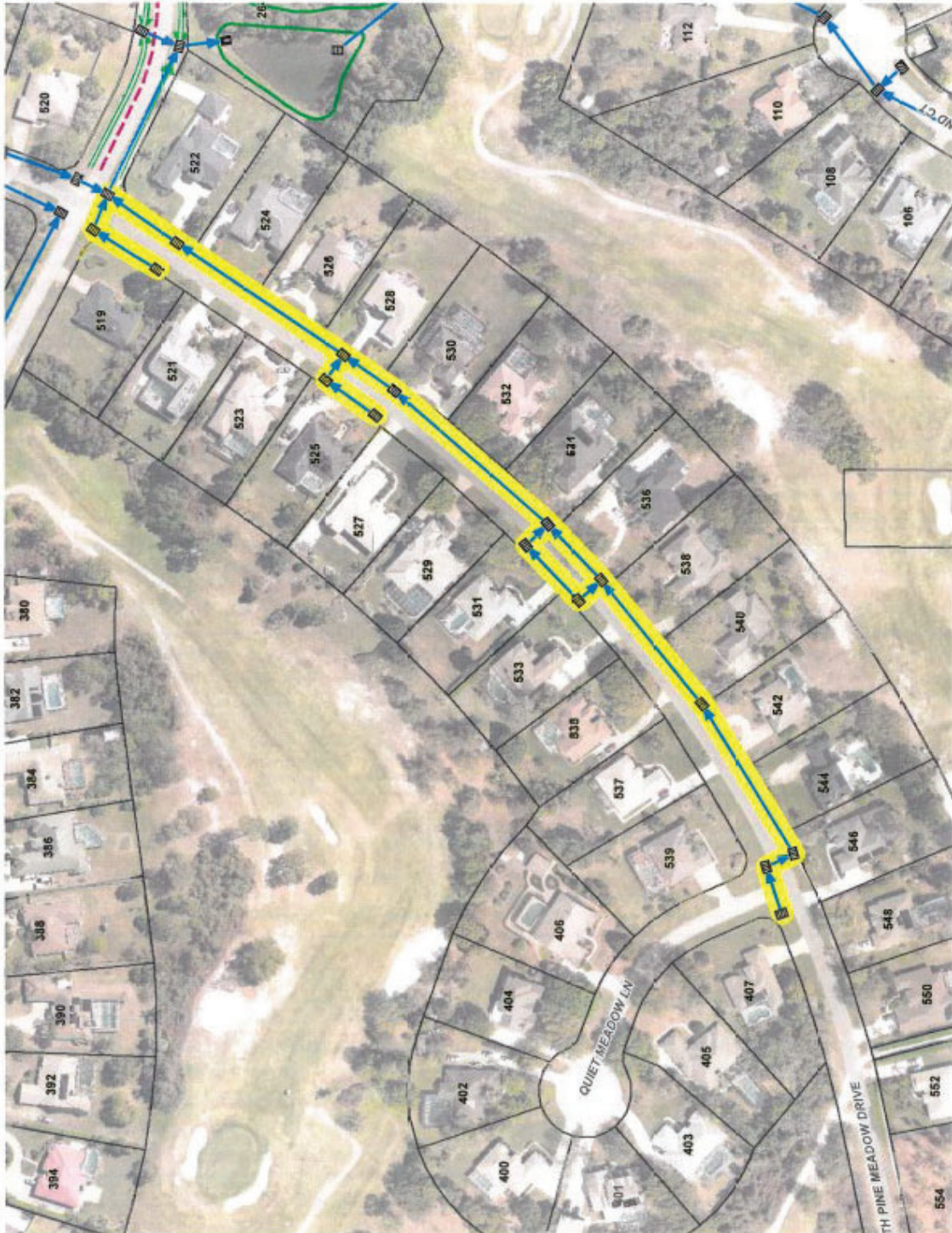
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$30,000	07/01/2020	06/30/2021
2	Bidding and Contractor Selection	Contractual Services	\$5,000	07/01/2020	06/30/2021
3	Project Management	Contractual Services	\$10,000	07/01/2020	06/30/2021
4	Construction	Contractual Services	\$255,000	07/01/2020	06/30/2021
Total:			\$300,000		

Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$300,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$300,000	
-------------	-----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0100
Project Title:	DeBary Stormwater Infrastructure Improvements within the Glen Abbey and Summerhaven
Grantee Name:	City of DeBary
Grantee's Grant Manager:	Carmen Rosamonda
Reporting Period:	Choose an item. Choose an item.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 2: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 3: Project Management

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 4: Construction

- Progress for this reporting period:
- Identify any delays or problems encountered:

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



TASK ORDER NO.: 2015-56

PROJECT NAME: **South Pine Meadow Drive Drainage Pipe Replacement
from Quiet Meadow Lane to Glen Abbey Lane**

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

The vendor, Pegasus Engineering, LLC, located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, is a Corporation authorized to do business in the state of Florida. As part of this Task Order, Pegasus Engineering, LLC will perform final design services in order to implement drainage maintenance improvements along the south side of West Highbanks Road (refer to the attached figure).

Pegasus Engineering will be tasked with the following scope of work:

1. Issue a Notice-to-Proceed (NTP) letter and Subconsultant Agreement to the Survey Subconsultant (Southeastern Surveying and Mapping Corp. (SSMC)).
2. Conduct a field review to confirm the content and accuracy of the preliminary survey drawings and issue review comments.
3. Coordinate with Sunshine 811 and the utility service providers to identify all known utilities within the project limits.
4. Prepare 90% construction plans (11 sheets).
5. Prepare the Engineer's Construction Cost Estimate.
6. Prepare and submit a permit exemption request to the St. Johns River Water Management District (SJRWMD).
7. Prepare "final" construction plans based on the City's 90% review comments.
8. Finalize the engineer's construction cost estimate.



Total LUMP SUM FEE of this Task Order, including reimbursement expenses, is Twenty-Nine Thousand Eight Hundred and Seventy-One Dollars (\$29,871.00) (refer to the attached manhour and fee estimate). The Client agrees to pay Pegasus Engineering, LLC for its services based on approved monthly invoices.

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

Client Signature:

Vendor Signature:

CITY OF DEBARY

PEGASUS ENGINEERING, LLC

By: _____
Authorized Signature

By:  _____
Authorized Signature

Carmen Rosamonda
Printed Name

Fursan Munjed, P.E.
Printed Name

City Manager
Title

Principal / Project Manager
Title

Date

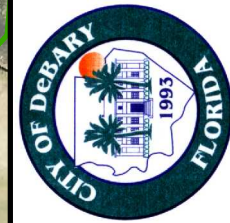
October 19, 2020
Date

Document Path: L:\Projects_Drainage\DeBary\DYC-001 DeBary Miscellaneous\Exhibits\South Pine Meadow Drive 11X17.mxd



SCALE: 1" = 150'
0 150

SOUTH PINE MEADOW DRIVE
FROM QUIET MEADOW DRIVE TO GLEN ABBEY LANE
CITY OF DEBARY



Pegasus
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: DYC-001
DATE: 10/19/2020

FIGURE
1

SOURCES:
AERIAL: VOLUSIA COUNTY PA, 2018
TOPO: VOLUSIA COUNTY GIS, NAVD88, 2007

Task Order No. 2015-56 | Manhour and Fee Estimate
SOUTH PINE MEADOW DRIVE DRAINAGE PIPE REPLACEMENT
(from Quiet Meadow Lane to Glen Abbey Lane)



Task Description (Effective Date : October 19, 2020)	Sr. Project Manager (Hamstra, P.E.)	Project Manager (Bruegger, P.E.)	Sr. Project Engineer (Whikehart, P.E.)	CADD Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees	
(Continuing General Engineering Services Hourly Rates)	\$175.00	\$165.00	\$155.00	\$75.00	\$65.00			
Issue NTP Letter and Subconsultant Agreement to Survey Subconsultant (SSMC)	2				2	4	\$480.00	
Conduct a Field Review to confirm the content of the Survey Drawings and Issue Review Comments				8		8	\$600.00	
Coordinate with Sunshine 811 and the Utility Service Providers		2		2	6	10	\$870.00	
Prepare 90% Construction Plans (11 Sheets)	--							
* Title Sheet (1 sheet)		2				2	\$330.00	
* Overall Site Plan / Location Map (1 sheet)		4				4	\$660.00	
* General Notes (1 sheet)		4				4	\$660.00	
* Plan and Profile Sheets (3 sheets)		36				36	\$5,940.00	
* Temporary Erosion Control Plan and Details (2 sheets)		12				12	\$1,980.00	
* Topographic Survey (3 sheets)	<i>to be prepared by the Survey Subconsultant (Southeastern Surveying)</i>							\$0.00
Prepare the Engineer's Construction Cost Estimate		8				8	\$1,320.00	
Prepare and Submit a Permit Exemption Request to the SJRWMD	2	8				10	\$1,670.00	
Prepare "Final" Construction Plans based on the City's 90% Review Comments		16				16	\$2,640.00	
Finalize the Engineer's Construction Cost Estimate		6				6	\$990.00	
Project Administration	6				6	12	\$1,440.00	
TOTAL HOURS	10	98	0	10	14	132		
TOTAL LABOR COSTS	\$1,750.00	\$16,170.00	\$0.00	\$750.00	\$910.00	\$19,580.00	\$19,580.00	
PERCENT BREAKDOWN	8.9%	82.6%	0.0%	3.8%	4.6%	100.0%		
Total Lump Sum Fee Computations								
(1) Labor Costs (Pegasus Engineering)							=	\$19,580.00
(2) Reimbursable Expenses							=	\$350.00
(3) Topographic Survey (SSMC)							=	\$6,428.50
(4) Subsurface Utility Designation (SSMC)							=	\$3,512.50
TOTAL LUMP SUM FEE							=	\$29,871.00





October 19, 2020

Via E-mail: david@pegasusengineering.net

Mr. David W. Hamstra, P.E., CFM
Stormwater Department Manager
Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
W. 407-992-9160 x309 | C. 407-247-0003

**RE: City of DeBary- South Pine Meadow Drive Drainage Pipe Replacement
South Pine Meadow Drive from Quiet Meadow Lane to Glen Abbey Lane, DeBary, FL
Section 26, Township 18 South, Range 30 East, Volusia County, Florida**

Dear Mr. Hamstra,

We are pleased to submit our *revised* proposal for Surveying Services and Subsurface Utility Designation on the above-referenced project.

SCOPE OF WORK:

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners, their designated representative or as designated by SSMC personal in TASK II.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish a minimum of two (2) site benchmarks.
4. Topographic coverage will be limited to the area highlighted in “**yellow**” on the exhibit provided by Pegasus Engineering, LLC via email on 10/11/2020, being the half right of way plus five (5) feet on the side of the road where only one storm pipe exist and full right of way plus five (5) feet where storm lines are on exist both sides of the road.
5. The right of way will be shown *for informational purposes only* and will not be certified. The right of way location will be based on recovered monumentation and will not be verified.

TASK II – Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation as shown highlighted in “**yellow**” for the full right-of-way for approximately 1,270 feet on the print provided by Pegasus Engineering, LLC via email on 10/11/2020.

Corporate Office
6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida
1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida
8641 Baypine Rd.
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

Southwest Central Florida
10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida
10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida
119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida
2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288



DELIVERABLE

The final product will be two (2) certified prints, an electronic file, and a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

DELIVERY

All documents will be sent to the client or the client’s representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client’s representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client’s overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

EXPENSES AND FEES

Our fee for this project will be as follows:

TASK I – Topographic Survey:	\$6,428.50
TASK II – Subsurface Utility Designation:	\$3,512.50

PROJECT TIMELINE

We anticipate completion of the above described work within **four (4)** weeks after receipt of a written notice to proceed.

Utility Terms and Conditions

Pegasus Engineering, LLC agrees to abide by the Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Pegasus Engineering, LLC **MUST** provide Southeastern Surveying and Mapping Corporation (SSMC) all plans and records for this site prior to the commencement of field efforts **AND** review plans with SSMC technician. SSMC will rely on the accuracy of such plans and records and will notify Pegasus Engineering, LLC if there are any patently or reasonably identifiable defects in the documents prior to performing services. Pegasus Engineering, LLC representative will be responsible for reviewing plans with SSMC technician and indicate what utility structure are expected to be encountered and where.

SSMC shall review the site conditions with the use of a Ground Penetrating Radar (GPR) in the presence of Pegasus Engineering, LLC Authorized Representative based upon the plans and records provided.

Pegasus Engineering, LLC is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar and Electronic Line Locating Equipment, as needed. Additional research will only be conducted by SSMC if requested in writing by Pegasus Engineering, LLC.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC’s efforts and confirm that no other subsurface utility is possibly undetected by these efforts.



SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative to the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate the utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

Credit Language

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Johnson".

Ryan E. Johnson, PSM
Project Manager

REJ.dce

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

FEE QUOTATION PROPOSAL

Project Name: City of DeBary-South Pine Meadow Drive Pipe Replacement

Date: October 19, 2020

Contract: SSMC 2020 Rates

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		Surveyor & Mapper/PSM		Senior Technician		CAD Technician		2 Man Field Crew		3 Man Field Crew		Activity Fee Total
	Hrly Rate:	\$143.00	Hrly Rate:	\$143.00	Hrly Rate:	\$106.00	Hrly Rate:	\$95.00	Hrly Rate:	\$143.00	Hrly Rate:	\$181.00	
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	
Control/Calc/Recon	0.5	\$ 71.50	1	\$ 143.00	2	\$ 212.00			8	\$ 1,144.00			\$ 1,570.50
Topo	0.5	\$ 71.50	1	\$ 143.00			8	\$ 760.00	15	\$ 2,145.00			\$ 3,119.50
Structures (16)	0.5	\$ 71.50	1	\$ 143.00			4	\$ 380.00	8	\$ 1,144.00			\$ 1,738.50
Total Hours	1.5		3		2		12		31				

Lump Sum Fee Breakdown

Project Manager	\$ 214.50
Surveyor & Mapper/PSM	\$ 429.00
Senior Technician	\$ 212.00
CAD Technician	\$ 1,140.00
2 Man Field Crew	\$ 4,433.00
3 Man Field Crew	
Additional Fees	
Additional Fees	
Additional Fees	
Lump Sum Fee Total	\$ 6,428.50



Date: Monday, October 19, 2020

Project Name: Pegasus S Pine Meadow Dr Debary

Contract: SSMC 2020 Rates Name of Firm: Southeastern Surveying and Mapping Corporation

ACTIVITY	MISC.			HRS	PROJECT MANAGER SUE			UTILITY ADMIN			SENIOR TECH			TWO MAN SUE CREW			THREE MAN SUE CREW		
	Qty/Hrs	Rate	Fee		Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee
Utility Designation			0.00	0.00	1.5	139.00	208.50	2	68.00	136.00		103.00	0.00	16	198.00	3168.00		251.00	0.00
			0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
			0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
MOT		731.00	0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
MOT			0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
			0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
Test Holes Two man(Dirt)		421.00	0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
Test Holes Two man (Hard)		480.00	0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
Test Holes Three man(Dirt)		421.00	0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
Test Holes Three man(Hard)		480.00	0.00	0.00		139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
			0.00			139.00	0.00		68.00	0.00		103.00	0.00		198.00	0.00		251.00	0.00
SUB-TOTAL			0.00	0.00			208.50			136.00			0.00			3168.00			0.00

LUMP SUM FEE BREAKDOWNS

<i>MISC.</i>	\$	-
<i>PROJECT MANAGER SUE</i>	\$	208.500
<i>UTILITY ADMIN</i>	\$	136.000
<i>SENIOR TECH</i>	\$	-
<i>TWO MAN SUE CREW</i>	\$	3,168.000
<i>THREE MAN SUE CREW</i>	\$	-

Project Expenses: Perdiem, Mob, Permitting, Police Officer etc. *Add type of expense here* \$ -

LUMP SUM FEE TOTAL \$ 3,512.50



City Council Meeting City of DeBary AGENDA ITEM

Subject: Main St ODP	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Matt Boerger, Growth Management	
Meeting Hearing Date November 4, 2020	

REQUEST

City Staff is requesting a discussion on the Main Street Overall Development Plan.

PURPOSE

To update the City Council on the progress of the Main Street Overall Development Plan.

CONSIDERATIONS

Last year, the City Council provided direction for City Staff to proceed with establishing a Joint-Marketing Agreement. This is an agreement with a consortium of property owners, including the City's property, near the SunRail station. The agreement established a process for City Staff to create a town-center main street design, and entitle it through to the Overall Development Plan (ODP).

City Staff, during this time, also updated the TOD Regulating Plan section of the Land Development Code. This section did not originally have design criteria for a main street which has been added. With the regulating plan revisions complete, the concept plan for the main street complete, and approved by City Council, Staff then drafted the Overall Development Plan. The ODP has now been approved by the Development Review Committee and a Development Order has been issued by the City Manager.

Staff would like to present the ODP to the City Council and the public to provide a status update and next steps. Now that the ODP Development Order has been issued, City Staff will begin formally marketing the plan to the development community in the anticipation of attracting a developer who shares the City's vision for a main street development project.

COST/FUNDING

N/A

RECOMMENDATION

N/A

IMPLEMENTATION

City staff will proceed to market the Overall Development Plan to developers who share the City's vision for establishing a town-center main street project.

ATTACHMENTS

- Overall Development Plan
- Development Order

DEBARY MAIN STREET OVERALL DEVELOPMENT PLAN

CITY OF DEBARY – VOLUSIA COUNTY, FLORIDA
SUBMITTED OCTOBER 30, 2020

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	BOUNDARY SURVEY
3	EXISTING CONDITIONS SITE PLAN
4	ODP SITE PLAN
5	TYPICAL CROSS-SECTIONS
6	BUILDING ELEVATIONS & PARK PROGRAMS
7	UTILITY PLAN



VACINITY MAP

SCALE: 1" = 2,500'

LEGAL DESCRIPTION:

DESCRIPTION: PER Issuing Office File Number: D334-16191 (Debary)

That certain piece, parcel and tract of land located in Volusia County, Florida, described as follows: Beginning at the Southwest corner of the Northwest 1/4 of Northeast 1/4 of Section 9, Township 19 South, Range 30 East, thence running East along the South line of said Northwest 1/4 of Northeast 1/4 to the center line of State Road No. 3, thence in a Northeasterly direction along the center line of said state road a distance of 600.00 feet; thence running West parallel to the said South line of said Northwest 1/4 of Northeast 1/4 to the West line of said Northwest 1/4 of Northeast 1/4; thence South along said West line of said Northwest 1/4 of Northeast 1/4 to the point of beginning, of the Public Records of Volusia County, Florida, Less and Except the Easterly 33.00 feet for State Road No. 3; Less part in railroad right-of-way and Less any portion lying within the right-of-way of Fort Florida Road.

and

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, bounded and described as follows: Beginning at a point 355.4 feet East and 300 feet South of the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, run thence South 221.7 feet to a point, thence West 330.5 feet to a point on the Easterly right-of-way line of the Atlantic Coast Line Railroad, thence Northwesterly along said Easterly right-of-way line 114.3 feet to a point on the West line of said Northeast 1/4, thence North 108.8 feet to a point, thence Easterly 355.4 feet to point of beginning. Less the East 15 feet for private road, together with an easement for ingress and egress over and across the East 15 feet of the North 742 feet of said Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida. (ID 9009-00-00-0070)

And

A portion of the Northwest 1/4 of Northeast 1/4 of Section 9, Township 19 South, Range 30 East, bounded and described as follows: Beginning at a point 355.4 feet East and 521.7 feet South of Northwest corner of Northwest 1/4 of Northeast 1/4 of said Section 9, Township 19 South, Range 30 East; run thence West 330.5 feet to the Easterly right-of-way line of the Atlantic Coast Line Railroad, thence Southwesterly along said right-of-way line 223.95 feet to a point; thence East 300.75 feet to a point; thence North 221.3 feet to the place of beginning, except the East 15 feet thereof for private road; together with an easement for ingress and egress over and across the East 15 feet of the North 743 feet of said Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida. (ID 9009-00-00-0060)

DESCRIPTION: Issuing Office File Number: D334-16191 (Miller)

PARCEL 2:

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence North 89°49'10" East a distance of 355.40 feet to a point, also being the centerline of an 18 foot graded road; run thence South 00°00'50" West a distance of 150.0 feet to the Point of Beginning; thence continue South 00°00'50" West a distance of 221.50 feet; run thence North 89°49'10" East a distance of 426.14 feet to a point on the Westerly right-of-way of U.S. Highway 17-92, also being a point on a curve having a radius of 5779.59 feet and a delta of 00°52'10"; run thence Northwesterly along the arc of said curve also being the said Westerly right-of-way of Highway 17-92, a distance of 87.69 feet to the Point of Tangency; thence run North 24°11'09" East along said right-of-way a distance of 155.13 feet; run thence South 89°49'10" West a distance of 524.89 feet to the Point of Beginning.

Less and Except that part of the foregoing conveyed to the State of Florida Department of Transportation by Deed recorded in Official Records Book 4275, Page 4328, Public Records of Volusia County, Florida.

PARCEL 3:

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence North 89°49'10" East a distance of 355.40 feet to a point, also being the centerline of an 18 foot graded road; run thence South 00°00'50" West a distance of 150.00 feet along the centerline of the aforesaid graded road to a point; run thence North 89°49'10" East a distance of 524.89 feet to a point on the Westerly right-of-way of U.S. Highway 17-92; run thence North 24°11'09" East along said right-of-way a distance of 164.67 feet to a point being on the North line of said Section 9, Township 19 South, Range 30 East; run thence South 89°49'10" West a distance of 592.32 feet along said North line to the Point of Beginning.

Less and Except that part of the foregoing conveyed to the State of Florida Department of Transportation by Deed recorded in Official Records Book 4275, Page 4328, Public Records of Volusia County, Florida. (ID 9009-00-00-0090)

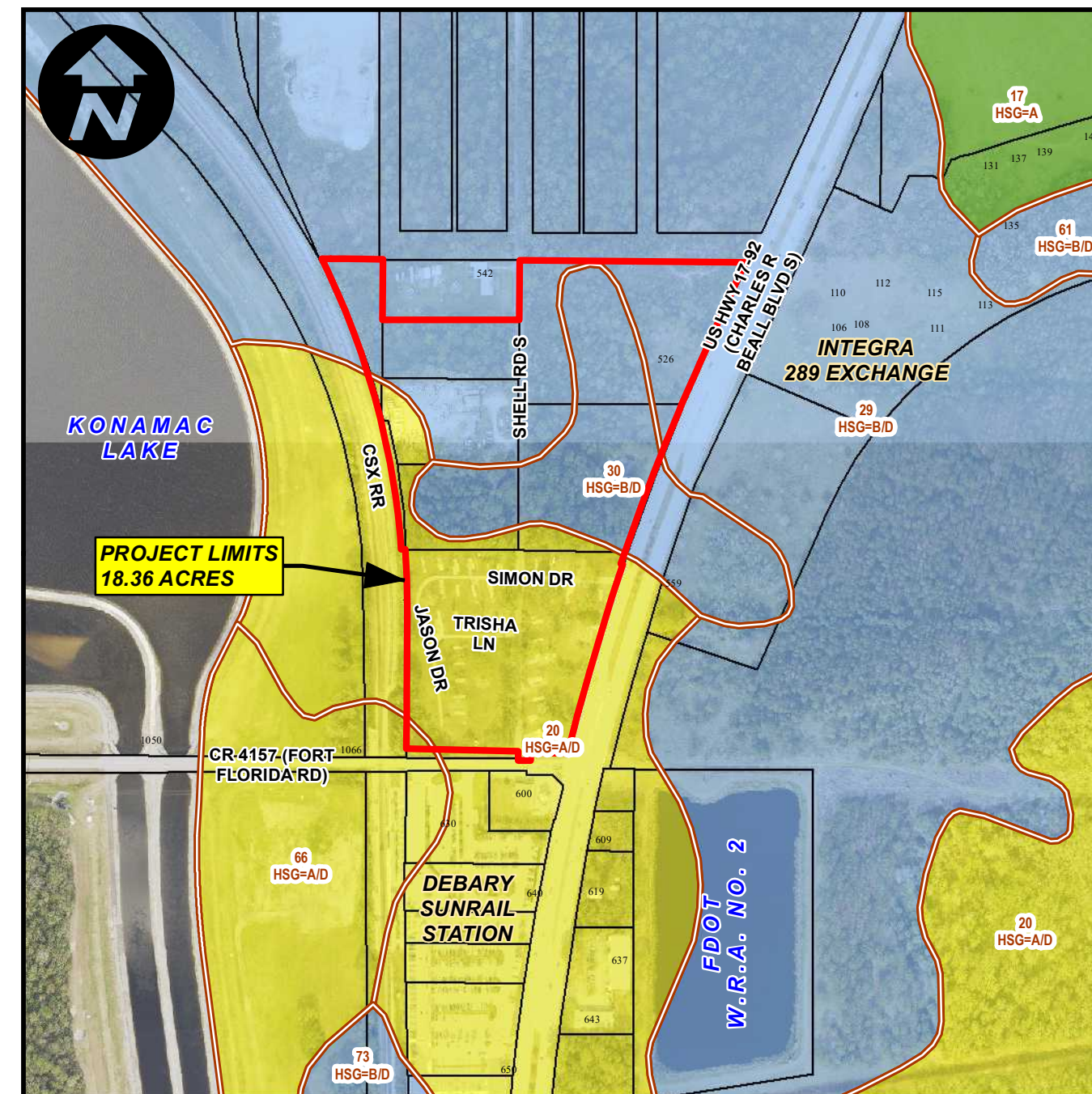
DESCRIPTION: Issuing Office File Number: D334-16191 (SANDS)

Beginning at a point 355.4 feet East and 150 feet South of the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, run thence South 150 feet to a point, run thence West 355.4 feet to the Westerly line of said Northwest 1/4 of the Northeast 1/4, thence North 150 feet, thence East and parallel to the North line thereof 355.4 feet to the Point of Beginning, less the East 15 feet for private road. (ID 9009-00-00-0080)

DESCRIPTION: PER Issuing Office File Number: D334-16191 (DCentral)

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence North 89 degrees 49 minutes 10 seconds E. a distance of 355.40 feet to a point, also being the centerline of an 18 foot graded road; run thence S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet to the Point of Beginning; thence continue S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet along the centerline of the aforesaid graded road to a point; run thence North 89 degrees 49 minutes 10 seconds E a distance of 281.02 feet to a point on the Westerly Right-Of-Way of US Highway 17-92, also being a point on a curve having a radius of 5779.59 feet and a delta of 03 degrees 57 minutes 33 seconds; run thence Northwesterly along the arc of said curve a distance of 399.30 feet, also being the Westerly Right-Of-Way of US Highway 17-92 to a point; run thence S 89 degrees 49 minutes 10 seconds W a distance of 426.14 feet to the Point of Beginning.

LESS AND EXCEPT portion lying within State Road Right-of-Way. (ID 9009-00-00-0091)

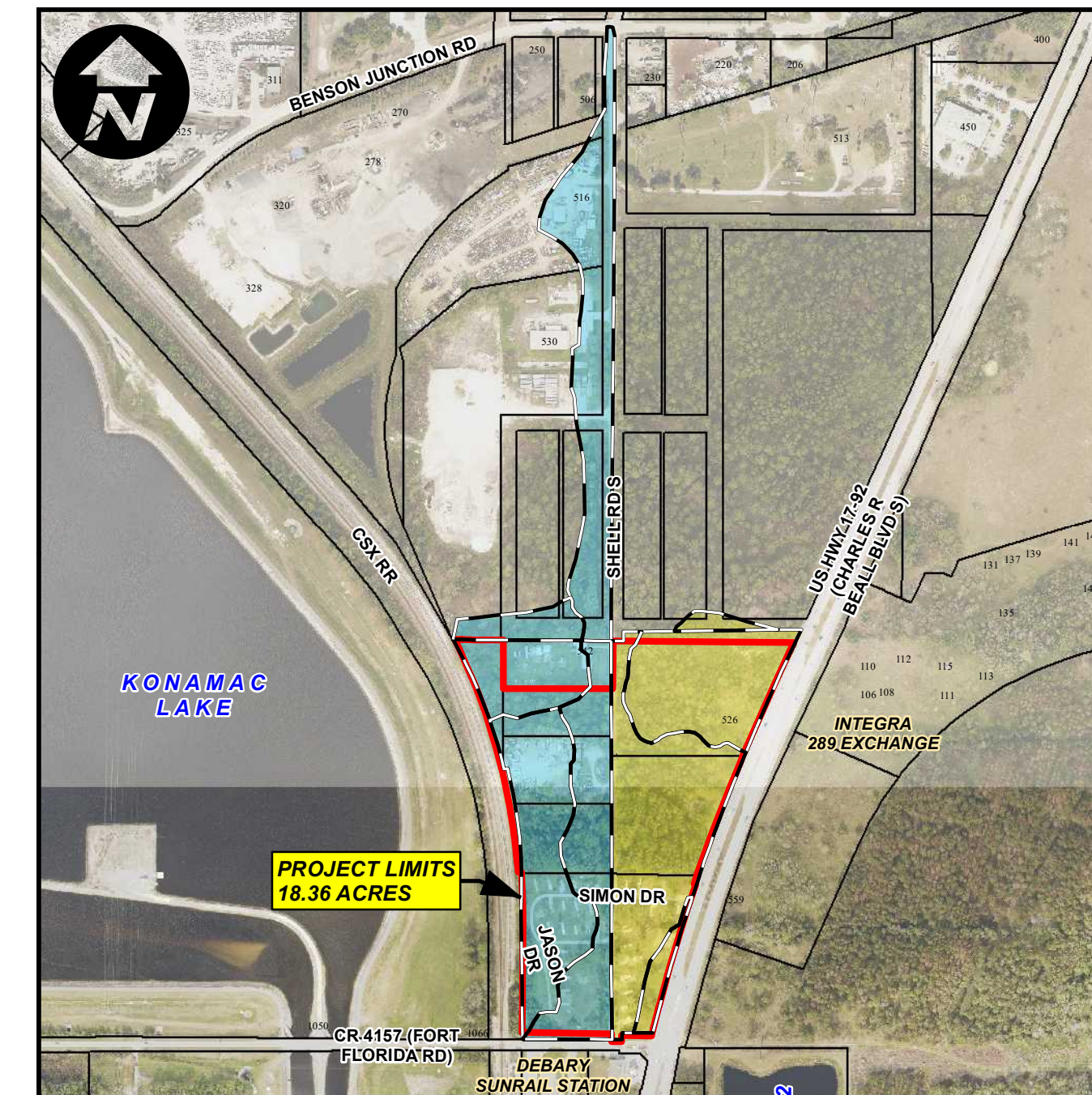


SOILS MAP

SCALE: 1" = 400'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOILS CLASSIFICATIONS:

- 17 - DAYTONA SAND, 0 TO 5 PERCENT SLOPES (HSG = A)
- 20 - EAUGALLIE FINE SAND (HSG = A/D)
- 29 - IMMOKALEE SAND (HSG = B/D)
- 30 - IMMOKALEE SAND, DEPRESSIONAL (HSG = B/D)
- 61 - ST. JOHNS FINE SAND (HSG = B/D)
- 66 - TOMOKA MUCK (HSG =A/D)
- 73 - WABASSO FINE SAND (HSG = B/D)



EXISTING DRAINAGE BASIN MAP

SCALE: 1" = 500'

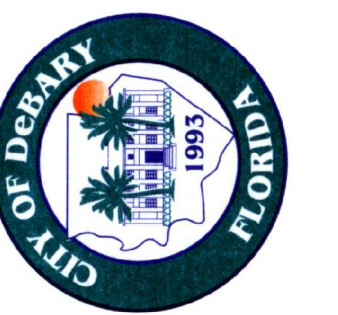
- BASINS THAT DRAIN TO THE RAILROAD DITCH / ST. JOHNS RIVER
- BASINS THAT DRAIN TO U.S. HIGHWAY 17/92 / DEBARY BAYOU

SITE DATA:

SITE ADDRESS:	560 S. U.S. 17-92, DEBARY
TAX PARCEL I.D.:	900900000040
ZONING:	LIGHT INDUSTRIAL & BPUD-08 PARK TEC
FUTURE LAND USE:	SOUTHEAST MIXED USE AREA
EXISTING USE:	VACANT
PROPOSED USE:	MIXED USE
TOTAL PROJECT AREA:	18.36 ACRES
TOTAL OPEN SPACE:	
IMPERVIOUS AREA:	ASSUME 80%
POTABLE WATER PROVIDER:	VOLUSIA COUNTY
SANITARY SEWER PROVIDER:	VOLUSIA COUNTY

COVER SHEET
DEBARY MAIN STREET ODP

CITY OF DEBARY



Pegasus
ENGINEERING
Pegasus Engineering, LLC
301 West SR 434, Suite 309
Winter Springs, Florida 32708

Office 407-992-9160
Fax 407-358-5155

State of Florida Board of Professional Engineers
Certificate of Authorization No. 27770

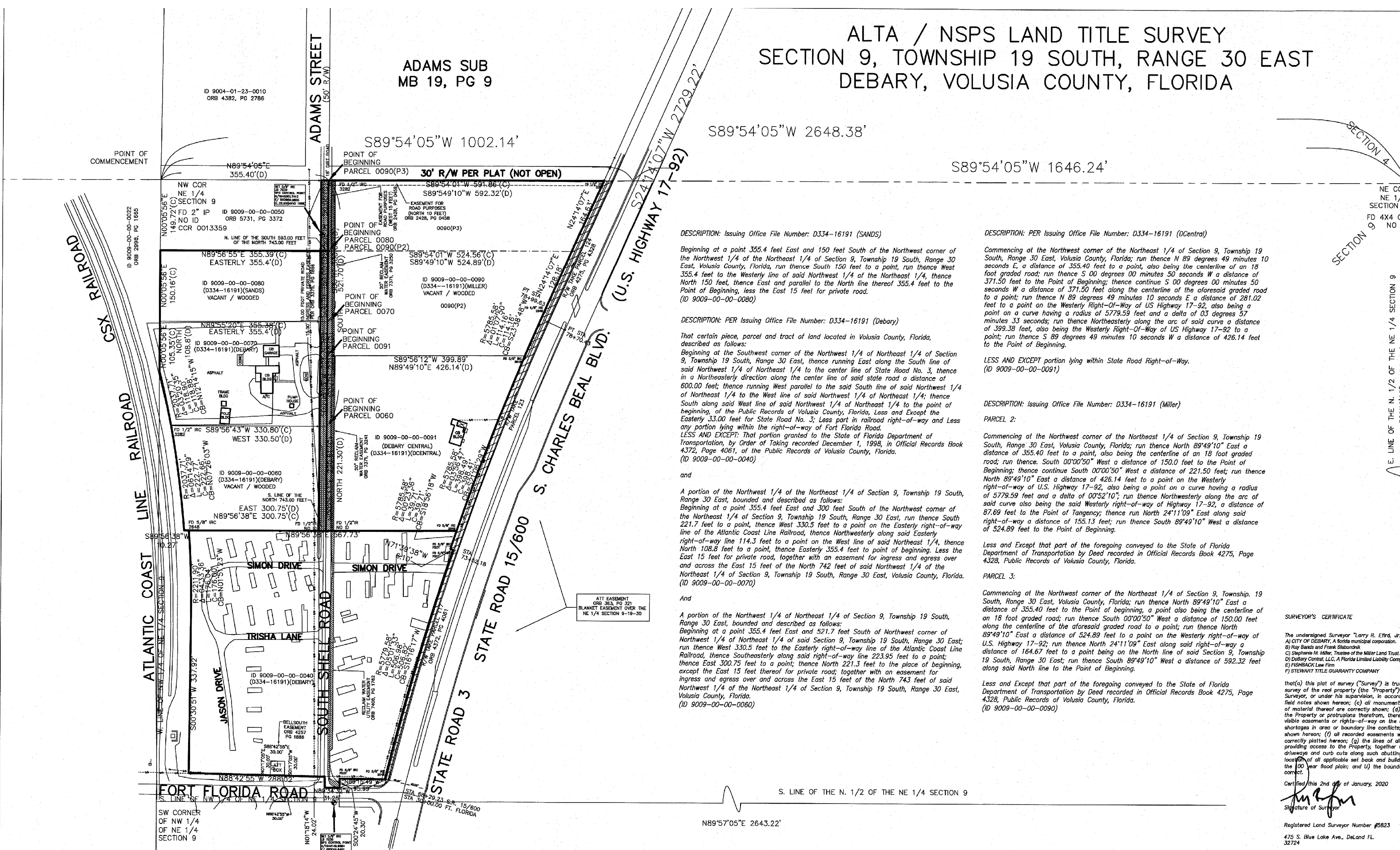
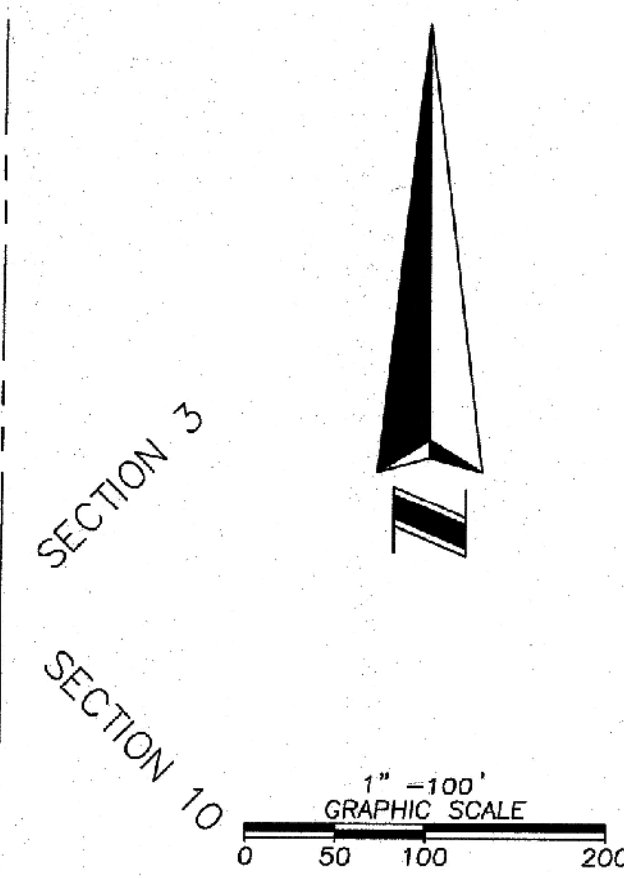
JOB NO.:	DYC-22061
DRAWN BY:	DCG
APPROVED BY:	DWH
DATE:	10/30/2020

SHEET

1 OF 7

DESCRIPTION
DATE
REV.

ALTA / NSPS LAND TITLE SURVEY
SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST
DEBARY, VOLUSIA COUNTY, FLORIDA



DESCRIPTION: Issuing Office File Number: D334-16191 (SANDS)

Beginning at a point 355.4 feet East and 150 feet South of the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, run thence South 150 feet to a point, also being the centerline of an 18 foot graded road; run thence S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet to the Point of Beginning; thence continue S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet along the centerline of the aforesaid graded road to a point; run thence N 89 degrees 49 minutes 10 seconds E a distance of 281.02 feet to a point on the Westery Right-Of-Way of US Highway 17-92, also being a point on a curve having a radius of 5779.59 feet and a delta of 03 degrees 57 minutes 33 seconds; run thence Northwesterly along the arc of said curve a distance of 399.38 feet, also being the Westery Right-Of-Way of US Highway 17-92 to a point; run thence S 89 degrees 49 minutes 10 seconds W a distance of 426.14 feet to the Point of Beginning.

DESCRIPTION: PER Issuing Office File Number: D334-16191 (Debary)

That certain piece, parcel and tract of land located in Volusia County, Florida, described as follows:
Beginning at the Southwest corner of the Northwest 1/4 of Northeast 1/4 of Section 9, Township 19 South, Range 30 East, thence running East along the South line of said Northwest 1/4 of Northeast 1/4 to the center line of State Road No. 3, thence in a Northeasterly direction along the center line of said state road a distance of 600.00 feet; thence running West parallel to the said South line of said Northwest 1/4 of Northeast 1/4 to the West line of said Northwest 1/4 of Northeast 1/4; thence South along said West line of said Northwest 1/4 of Northeast 1/4 to the point of beginning, of the Public Records of Volusia County, Florida, Less and Except the Easterly 33.00 feet for State Road No. 3; Less part in railroad right-of-way and Less any portion lying within the right-of-way of Fort Florida Road.

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, bounded and described as follows:
Beginning at a point 355.4 feet East and 300 feet South of the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, run thence South 221.7 feet to a point, thence West 330.5 feet to a point on the Easterly right-of-way line of the Atlantic Coast Line Railroad, thence Northwesterly along said Easterly right-of-way line 114.3 feet to a point on the West line of said Northeast 1/4, thence North 108.6 feet to a point, thence Easterly 355.4 feet to point of beginning. Less the East 15 feet for private road, together with an easement for ingress and egress over and across the East 15 feet of the North 743 feet of said Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida. (ID 9009-00-00-0070)

A portion of the Northwest 1/4 of Northeast 1/4 of Section 9, Township 19 South, Range 30 East, bounded and described as follows:
Beginning at a point 355.4 feet East and 521.7 feet South of Northwest corner of Northeast 1/4 of Northeast 1/4 of said Section 9, Township 19 South, Range 30 East; run thence West 330.5 feet to the Easterly right-of-way line of the Atlantic Coast Line Railroad, thence Southeasterly along said right-of-way line 223.95 feet to a point; thence East 300.75 feet to a point, thence North 221.3 feet to the place of beginning, except the East 15 feet thereof for private road; together with an easement for ingress and egress over and across the East 15 feet of the North 743 feet of said Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida. (ID 9009-00-00-0060)

DESCRIPTION: PER Issuing Office File Number: D334-16191 (Miller)

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence N 89 degrees 49 minutes 10 seconds E a distance of 355.40 feet to a point, also being the centerline of an 18 foot graded road; run thence S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet to the Point of Beginning; thence continue S 00 degrees 00 minutes 50 seconds W a distance of 371.50 feet along the centerline of the aforesaid graded road to a point; run thence N 89 degrees 49 minutes 10 seconds E a distance of 281.02 feet to a point on the Westery Right-Of-Way of US Highway 17-92, also being a point on a curve having a radius of 5779.59 feet and a delta of 03 degrees 57 minutes 33 seconds; run thence Northwesterly along the arc of said curve a distance of 399.38 feet, also being the Westery Right-Of-Way of US Highway 17-92 to a point; run thence S 89 degrees 49 minutes 10 seconds W a distance of 426.14 feet to the Point of Beginning.

LESS AND EXCEPT portion lying within State Road Right-of-Way. (ID 9009-00-00-0091)

DESCRIPTION: Issuing Office File Number: D334-16191 (Miller)

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence North 89°49'10" East a distance of 355.40 feet to a point, also being the centerline of an 18 foot graded road; run thence South 00°00'50" West a distance of 150.00 feet to the Point of Beginning; thence continue South 00°00'50" West a distance of 221.50 feet; run thence North 89°49'10" East a distance of 426.14 feet to a point on the Westery right-of-way of U.S. Highway 17-92, also being a point on a curve having a radius of 5779.59 feet and a delta of 00°52'10"; run thence Northwesterly along the arc of said curve also being the said Westery right-of-way of Highway 17-92, a distance of 87.69 feet to the Point of Tangency; thence run North 24°11'09" East along said right-of-way a distance of 155.13 feet; run thence South 89°49'10" West a distance of 524.89 feet to the Point of Beginning.

Less and Except that part of the foregoing conveyed to the State of Florida Department of Transportation by Deed recorded in Official Records Book 4275, Page 4328, Public Records of Volusia County, Florida.

Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; run thence North 89°49'10" East a distance of 355.40 feet to the Point of beginning, a point also being the centerline of an 18 foot graded road; run thence South 00°00'50" West a distance of 150.00 feet along the centerline of the aforesaid graded road to a point; run thence North 89°49'10" East a distance of 524.89 feet to a point on the Westery right-of-way of U.S. Highway 17-92; run thence North 24°11'09" East along said right-of-way a distance of 164.67 feet to a point being on the North line of said Section 9, Township 19 South, Range 30 East; run thence South 89°49'10" West a distance of 592.32 feet along said North line to the Point of beginning.

Less and Except that part of the foregoing conveyed to the State of Florida Department of Transportation by Deed recorded in Official Records Book 4275, Page 4328, Public Records of Volusia County, Florida. (ID 9009-00-00-0090)

- BI EXCEPTIONS:
FILE D334-16191(SANDS)
(6) EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 363, PG 321 (BLANKET EASEMENT OVER THE NE 1/4 OF SECTION 9-19-30)
FILE D334-16191(DEBARY)
(6) EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 363, PG 321 (BLANKET EASEMENT OVER THE NE 1/4 OF SECTION 9-19-30)
(7) SUBJECT TO EASEMENT AS SET FORTH IN WARRANTY DEED RECORDED IN ORB 3375, PG 1898 (PLOTTED ON SURVEY 15' INGRESS/EGRESS EASEMENT PARCEL 0080, 0070 & 0080)
(8) EASEMENT GRANTED TO BELLSOUTH TELECOMMUNICATIONS, INC., A GEORGIA CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 4257, PAGE 1888, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (PLOTTED ON SURVEY)
(9) UTILITY EASEMENT BY AND BETWEEN LAKE VILLA, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY, AND VOLUSIA COUNTY, A POLITICAL SUBDIVISION, RECORDED IN OFFICIAL RECORDS BOOK 7406, PAGE 1782, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (PLOTTED ON SURVEY)

- FILE D334-16191(MILLER) NOVEMBER 26, 2019 @ 8:00 AM
(6) EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 363, PG 321 (BLANKET EASEMENT OVER THE NE 1/4 OF SECTION 9-19-30)
(7) RESERVATIONS AS SET FORTH IN WARRANTY DEED RECORDED IN ORB 2428, PG 458 (PLOTTED ON SURVEY EASEMENT FOR ROAD PURPOSES PARCEL 0090 & 0091)
(8) RECLAIMED WATERLINE EASEMENT GRANTED TO VOLUSIA COUNTY, A POLITICAL SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA (PLOTTED ON SURVEY)
FILE D334-16191(DCENTRAL) NOVEMBER 19, 2019 @ 8:00 AM
(6) EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 363, PG 321 (BLANKET EASEMENT OVER THE NE 1/4 OF SECTION 9-19-30)
(7) ORDINANCE NO. 15-07 RECORDED IN OFFICIAL RECORDS BOOK 6094, PG 4968 (ZONING CHANGE FROM L-1 LIGHT INDUSTRIAL TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT) EFFECTING PARCELS 0060, 0070, 0080, 0090 AND 0091)
(8) TERMS AND CONDITIONS OF RECLAIMED WATERLINE EASEMENT IN FAVOR OF THE COUNTY OF VOLUSIA AS RECORDED IN ORB 7371, PG 3241 (PLOTTED ON SURVEY PARCEL 0091)

- NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE SEARCH BY AMERICAN LAND TITLE ASSOCIATION FILE D334-16191 DATED NOVEMBER 19, 2019 @ 8:00 AM.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS BASED ON GPS OBSERVATION USING THE FLORIDA EAST ZONE OF THE TRANSVERSE MERCATOR GRID SYSTEM.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, CITY OF DEBARY COMMUNITY #120672, PANEL #12120730 H DATED 2/19/2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.

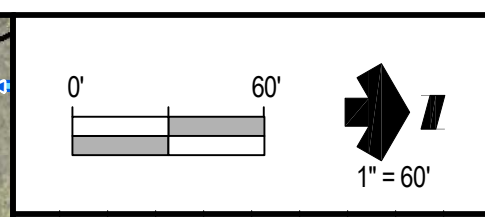
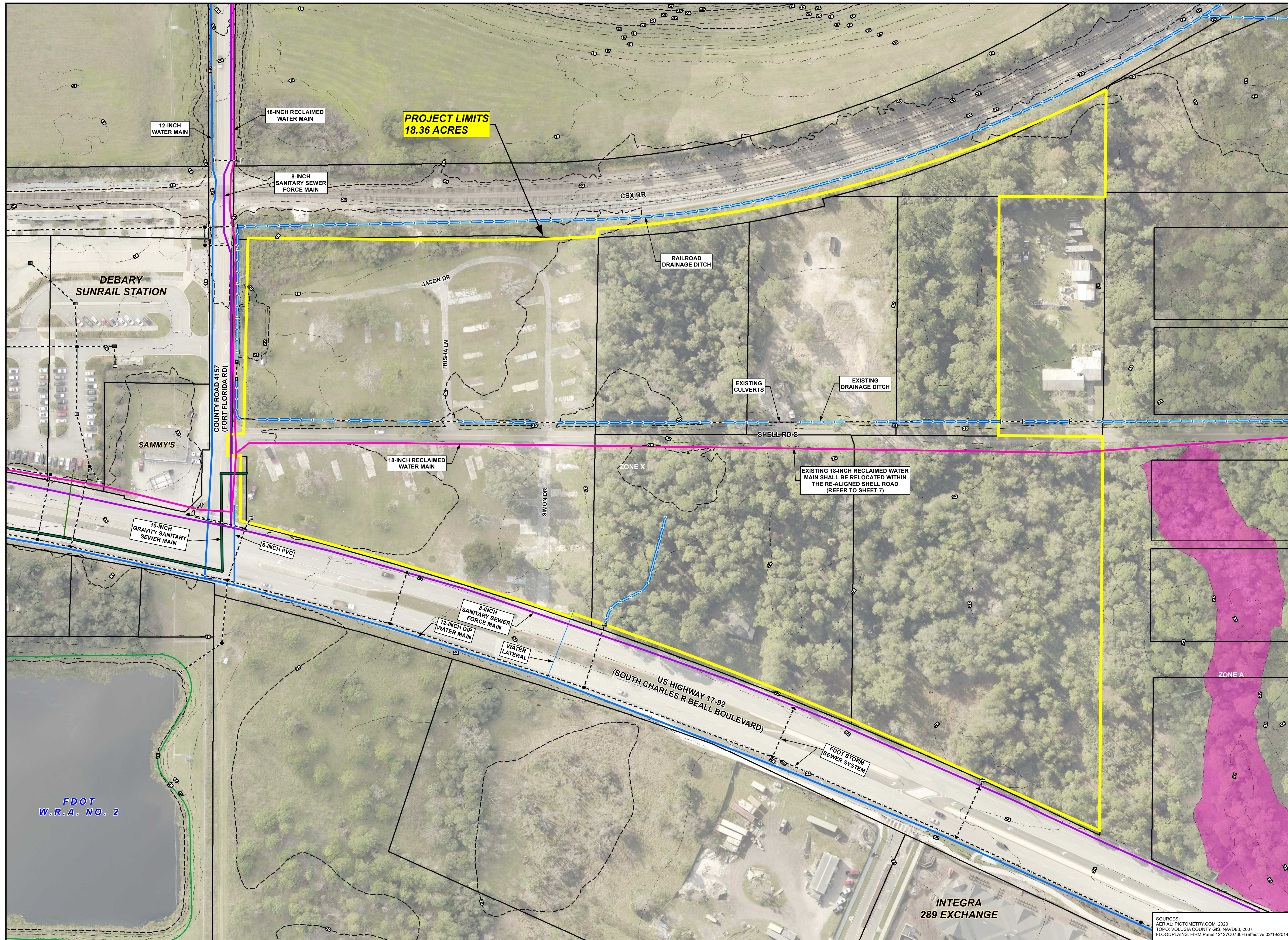
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOSEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF TITLE SEARCH BY AMERICAN LAND TITLE ASSOCIATION FILE D334-16191, DATED NOVEMBER 19, 2019 @ 8:00 AM.
ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

SURVEYOR'S CERTIFICATE
The undersigned Surveyor "Larry R. Efrid, Jr." hereby certifies to:
A) CITY OF DEBARY, A Florida municipal corporation.
B) Ray Sands and Frank Shaoranak
C) Stephen M. Miller, Trustee of the Miller Land Trust Agreement dated December 17, 2006
D) Debary Contract, LLC, A Florida Limited Liability Company.
E) FISHBACK Land Firm
F) STEINWAY TITLE GUARANTEE COMPANY
that (a) this plat of survey ("Survey") is true and correct and prepared from an actual on-the-ground survey of the real property (the "Property") shown hereon; (b) such Survey was conducted by the Surveyor, or under his supervision, in accordance with the minimum technical standards set forth in the field notes shown hereon; (c) all monuments shown hereon actually exist, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon, there are no encroachments onto the Property or protrusions therefrom, there are no improvements on the Property, and there are no visible easements or rights-of-way on the Property and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the site, location and type of improvements are as shown hereon; (f) all recorded easements which either encumber or benefit the Property have been correctly plotted hereon; (g) the lines of all abutting dedicated public streets and easement areas providing access to the Property, together with the width and name thereof, and the location of all driveways and curb cuts along such abutting streets and easement areas, are as shown hereon; (h) the location of all applicable set back and building lines are as shown; (i) the Property is not located within the 100 year flood plain; and (j) the boundaries, dimensions and other details shown hereon are true and correct.
Certified this 2nd day of January, 2020
Signature of Surveyor
Official Seal
Registered Land Surveyor Number #5823
475 S. Blue Lake Ave., DeLand FL 32724
ALTA CERTIFICATION
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 15, 16, 18, 19, 20* OF TABLE "A" THEREOF. FIELD WORK WAS COMPLETED ON January 2, 2020
LARRY R. EFRID, JR.
Florida Professional Surveyor and Mapper # 5823
NOTE:
ITEM 15 "RECTIFIED ORTHOPHOTOGRAHY, PHOTOCGRAMMETRIC MAPPING, LASER SCANNING, AND OTHER SIMILAR PRODUCTS, TOOLS, AND TECHNOLOGIES WERE NOT USED AS THE BASIS OF LOCATION OF ANY FEATURES PLOTTED OR SHOWN HEREON."
ITEM 20 "A MINIMUM OF \$ 1,000,000.00 IN LIABILITY INSURANCE IS REQUIRED."

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate of Authorization Licensed Business Number 7230

ALTA/NSPS Boundary Survey
Survey Date: 1/2/2020
Drawing Number: 19-0812
Scale: 1"=100'
Drawn By: LE JR
CITY OF DEBARY
SHEET 1 OF 2
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLETES A FIRM WITH THE STANDARD NUMBER 5823 AS SET FORTH IN THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 120672, PART 12.120730, PURSUANT TO SECTION 475.2927, FLORIDA STATUTES.

BOUNDARY SURVEY
DEBARY MAIN STREET ODP
CITY OF DEBARY
Pegasus Engineering, LLC
301 West SR 434, Suite 307
Winter Springs, Florida 32708
Office 407-992-9160
Fax 407-358-5155
State of Florida Board of Professional Engineers
Certificate of Authorization No. 27770
JOB NO.: DYC-22061
DRAWN BY: DCG
APPROVED BY: DWH
DATE: 10/30/2020
SHEET 2 OF 7



REV.	DATE	DESCRIPTION

**EXISTING CONDITIONS
DEBARY MAIN STREET ODP**

CITY OF DEBARY



Pegasus
ENGINEERING

Pegasus Engineering, LLC
301 West SR 434, Suite 309
Winter Springs, Florida 32708

Office 407-992-9160
Fax 407-358-5155

State of Florida Board of Professional Engineers
Certificate of Authorization No. 27770

JOB NO.: DYC-22061
DRAWN BY: DCG
APPROVED BY: DWH
DATE: 10/23/2020

**SHEET
3 OF 7**

SOURCES:
AERIAL: PICTOMETRY.COM, 2020
TOPO: VOLUSIA COUNTY GIS, NAVD88, 2007
FLOODPLAINS: FIRM Panel 12127C0730H (effective 02/19/2014)

FDOT
W.R.A. NO. 2

**PROJECT LIMITS
18.36 ACRES**



DECORATIVE SOUND BARRIER WALL AND LANDSCAPE BUFFER SHALL BE PROVIDED ALONG THE FUTURE WESTERN PROJECT LIMITS

LOCATION OF MASTER SANITARY LIFT STATION

FOUNTAIN (TYP.)

CSX RAILROAD

APPROXIMATE LIMITS OF DECORATIVE RETAINING WALL AND RAILING

REGIONAL STORMWATER PARK

REFER TO SHEET 6 FOR THE CENTRAL PARK AND REGIONAL STORMWATER PARK ELEMENTS

CENTRAL PARK

DEVELOPMENT OF FUTURE TRACTS SHALL BE CONSISTENT WITH THE TOD REGULATING PLAN AND MAIN STREET ELEVATIONS (REFER TO SHEET 6)

DEBARY SUNRAIL STATION

PROPOSED PEDESTRIAN CROSSING

FORT FLORIDA ROAD INTERSECTION IMPROVEMENTS (CONSTRUCTION UNDERWAY)

SAMMY'S

TREE ISLAND (RAIN GARDEN)

TRACT D
28,765 SF
0.66 ACRES

TRACT A
129,105 SF
2.96 ACRES

REALIGNED SHELL ROAD

TRACT B
152,870 SF
3.51 ACRES

TRACT C
114,820 SF
2.64 ACRES

DEVELOPMENT OF FUTURE TRACTS SHALL BE CONSISTENT WITH THE TOD REGULATING PLAN AND MAIN STREET ELEVATIONS (REFER TO SHEET 6)

BIKE RACK

BUS STOP WITH DOME STYLE TRANSIT SHELTER

US HIGHWAY 17-92
(SOUTH CHARLES R BEALL BOULEVARD)

BIKE RACK

BUS STOP WITH DOME STYLE TRANSIT SHELTER

INTEGRA
289 EXCHANGE

SITE DATA TABLE

Site Address:	18.36 Acres		
Total Site Area	18.36 Acres		
Existing Land Use	I/G, Industrial/General BPUD-08 Park Tec		
Future Land Use	Southeast Mixed Use Area		
Existing Zoning	Light Industrial & BPUD-08 Park Tec		
Proposed Zoning	Transit Oriented Development Overlay District		
Right-of-way Dedication	3.0 Acres		
Tracts	9.8 Acres		
Stormwater Tract	5.4 Acres		
Total Open Space	2.7 Acres		
Potable Water Provider:	Volusia County Utilities		
Sanitary Sewer Provider:	Volusia County Utilities		
Reclaimed Water Provider:	Volusia County Utilities		

**DEVELOPMENT STANDARDS
MIXED-USE**

Green Infrastructure (20% Minimum)	3.7 Acres
Bioswales along U.S. Highway 17-92	0.2 Acres
Pervious Parking Pavers along Internal Roads	0.6 Acres
Open Space	2.7 Acres
Tree Islands along Internal Roads	0.1 Acres
Minimum Landscape Buffers / Multi-Use Buffer	
U.S. Highway 17-92	20 Feet
Internal Roads	10 Feet

- Notes:**
- A detailed tree survey shall be submitted during future preliminary plan and construction plans submittal. The tree mitigation shall be determined at that time.
 - Dumpsters shall not be located directly off of Shell Road, Fort Florida Road, U.S. Highway 17-92, and Streets A, B, and C.
 - Besides the parallel parking depicted on Sheet 5, all additional parking shall be located within the center of each Tract.
 - Stormwater runoff from all buildings shall be directed underground via downspouts and discharge directly to the storm sewer systems. Downspouts will not be allowed to discharge onto the 8.5-ft sidewalk clear zone.

FDOT
W.R.A. NO. 2

REV.	DATE	DESCRIPTION

**ODP SITE PLAN
DEBARY MAIN STREET ODP
CITY OF DEBARY**

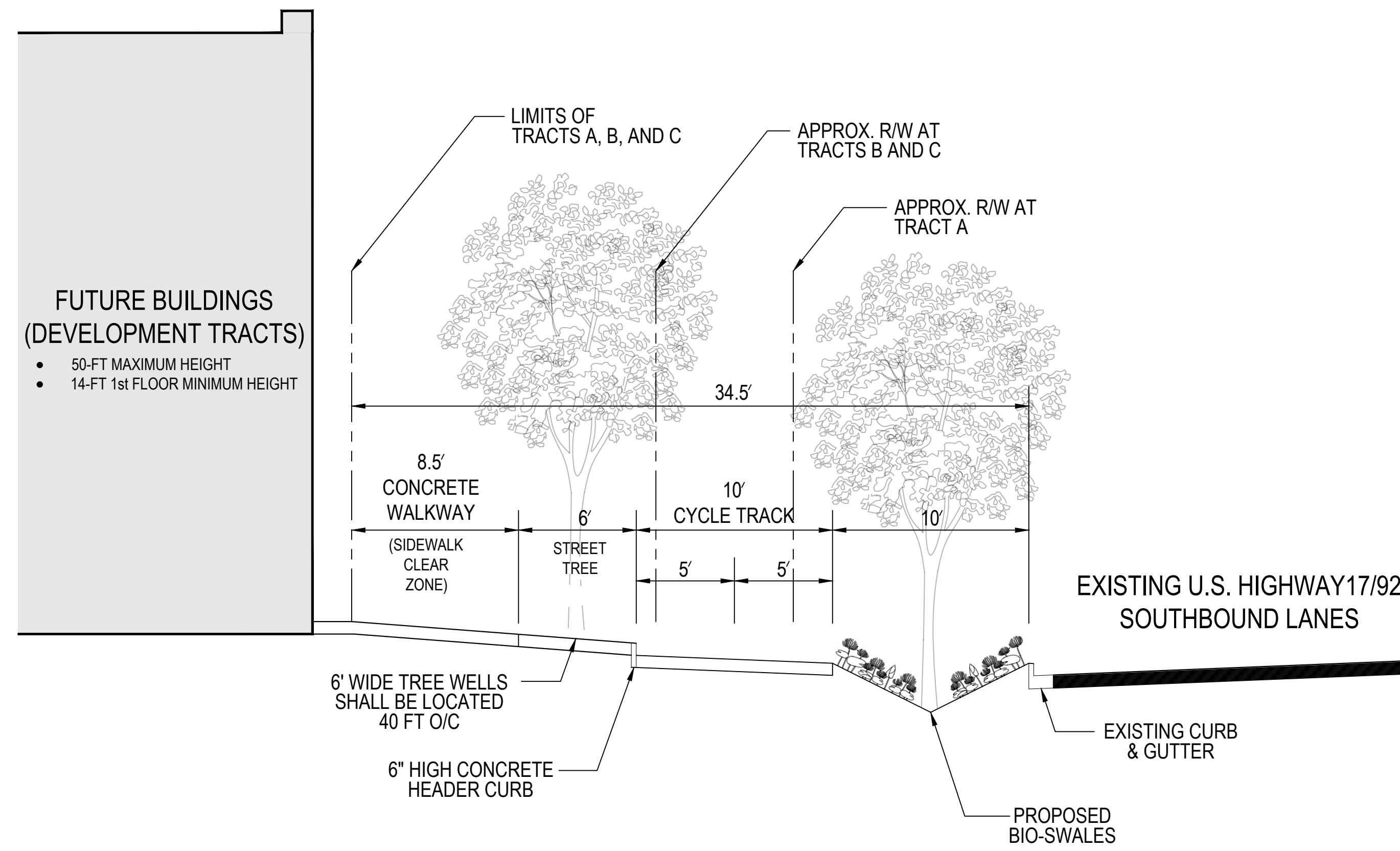


Pegasus ENGINEERING
Pegasus Engineering, LLC
301 West SR 434, Suite 309
Winter Springs, Florida 32708
Office 407-992-9160
Fax 407-358-5155

State of Florida Board of Professional Engineers
Certificate of Authorization No. 27170

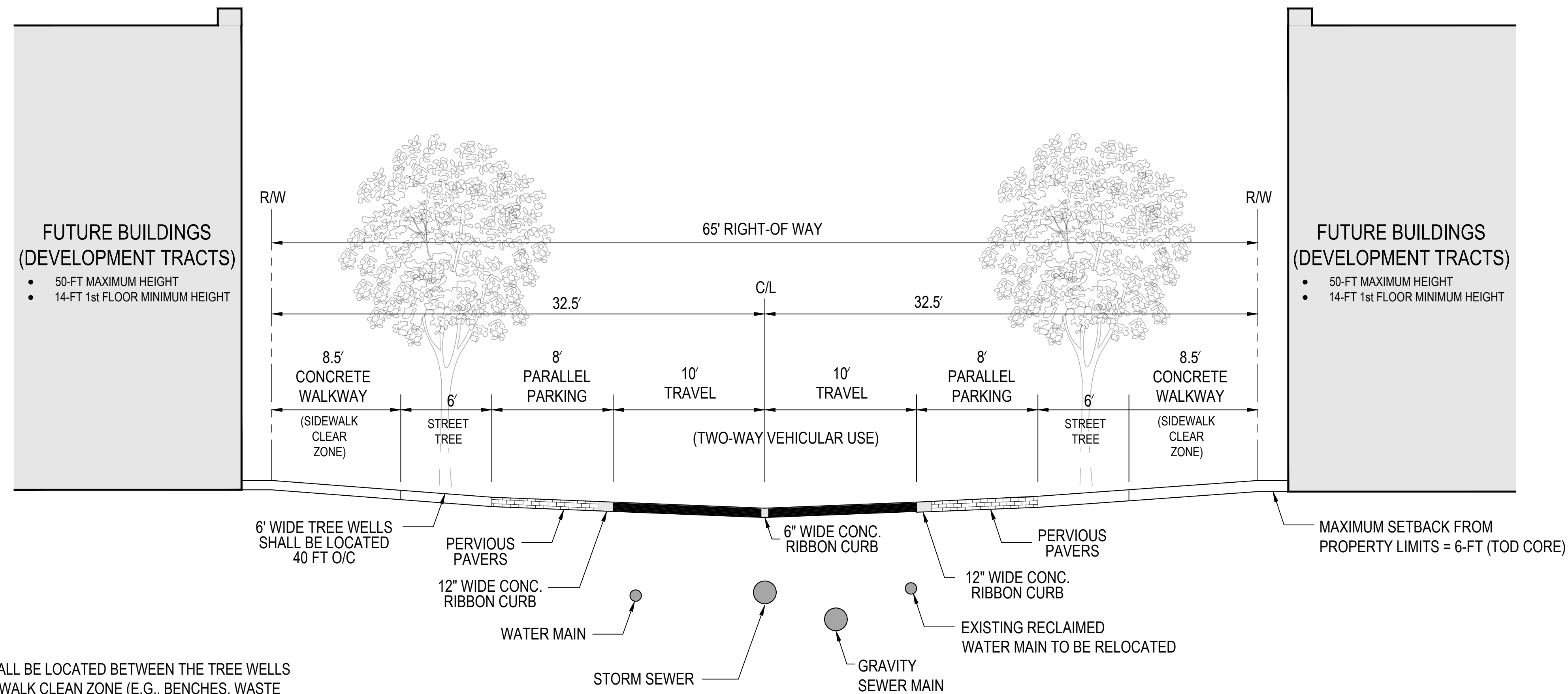
JOB NO.:	DYC-22061
DRAWN BY:	DCG
APPROVED BY:	DWH
DATE:	10/23/2020

SOURCES:
AERIAL: PICTOMETRY.COM, 2020
TOPO: VOLUSIA COUNTY GIS, NAVD83, 2007



NOTE: STREETSCAPE FURNITURE SHALL BE LOCATED BETWEEN THE TREE WELLS BUT OUTSIDE THE 8.5-FT SIDEWALK CLEAR ZONE (E.G., BENCHES, WASTE CONTAINERS, BIKE RACKS, STREET LIGHTING, AND NEWSPAPER RACKS).

TYPICAL SECTION
ALONG U.S. HIGHWAY 17-92



NOTE: STREETSCAPE FURNITURE SHALL BE LOCATED BETWEEN THE TREE WELLS BUT OUTSIDE THE 8.5-FT SIDEWALK CLEAR ZONE (E.G., BENCHES, WASTE CONTAINERS, BIKE RACKS, STREET LIGHTING, AND NEWSPAPER RACKS).

ROADWAY TYPICAL SECTION
FOR REALIGNED SHELL ROAD, STREET "A", AND STREET "B"

TYPICAL SECTIONS
DEBARY MAIN STREET ODP

CITY OF DEBARY



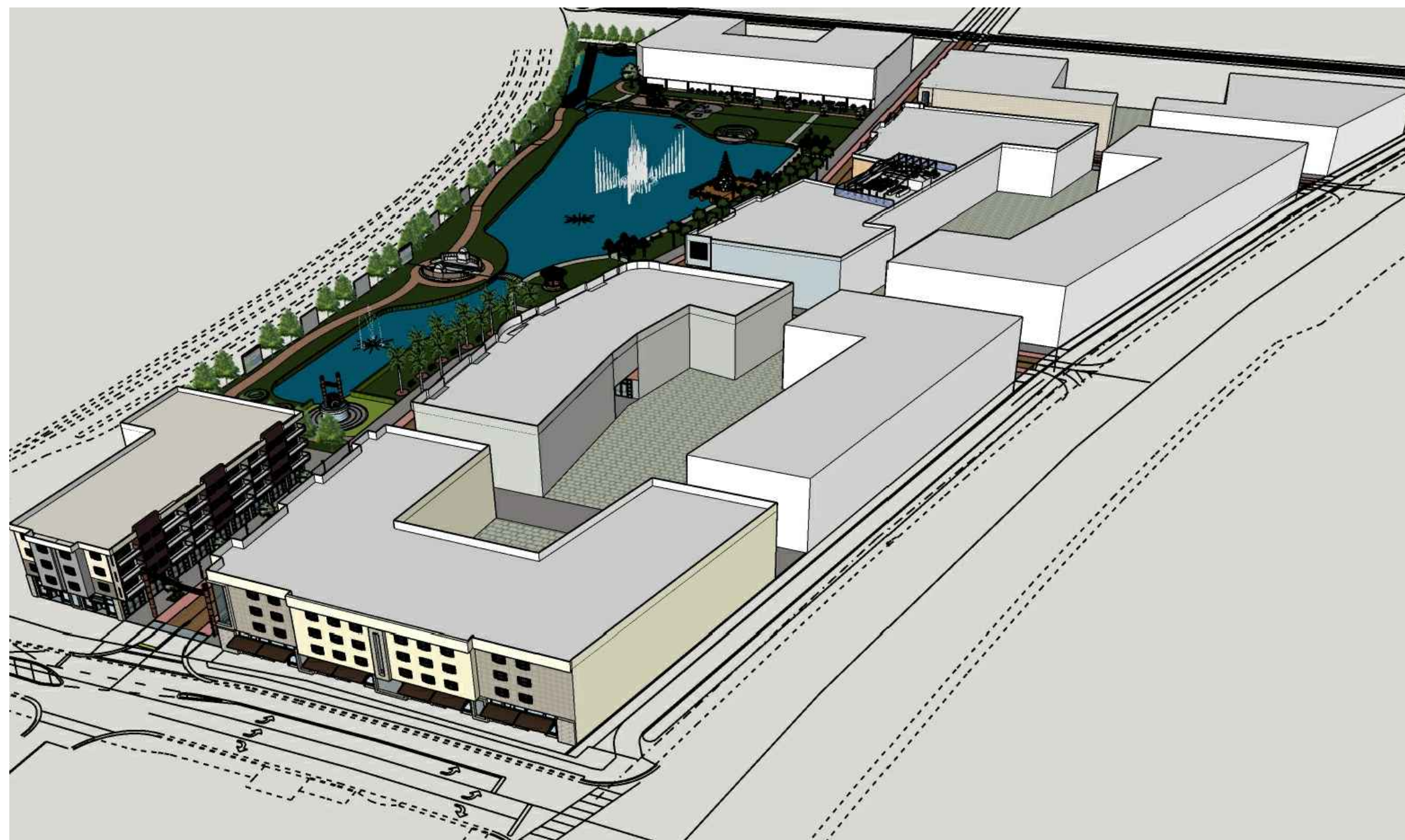
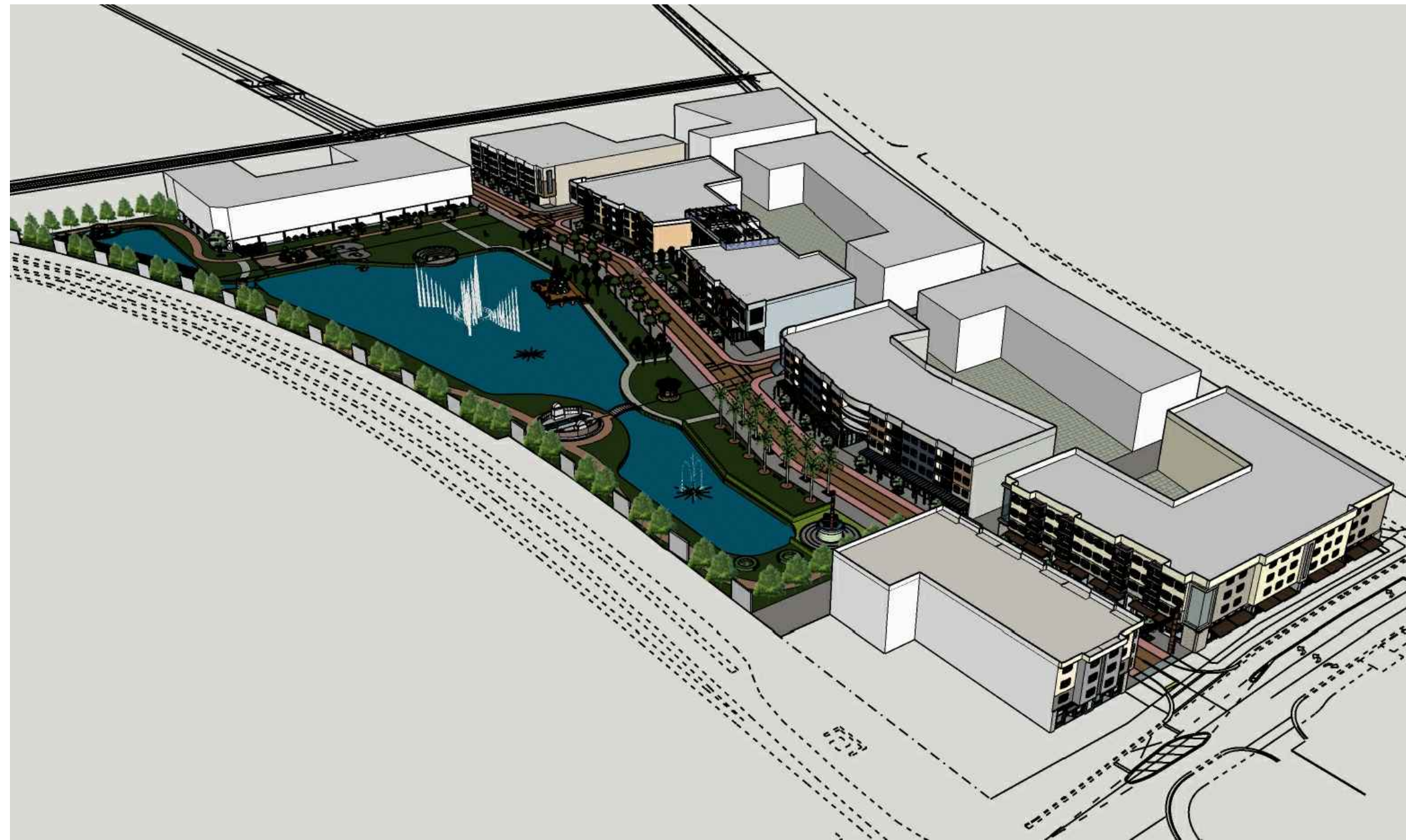
Pegasus Engineering, LLC
301 West SR 434, Suite 309
Winter Springs, Florida 32708

Office (407) 992-9160
Fax (407) 358-5155

State of Florida Board of Professional Engineers
Certificate of Authorization No. 27770

JOB No.: DYC-22061
DRAWN BY: DCG
APPROVED BY: DWH
DATE: OCTOBER 23, 2020

SHEET
5 OF 7



**BUILDING ELEVATIONS
AND PARK PROGRAMS
DEBARY MAIN STREET ODP**

CITY OF DEBARY



Pegasus Engineering, LLC
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JOB No.:	DYC-22061
DRAWN BY:	DCG
APPROVED BY:	DWH
DATE:	OCTOBER 30, 2020

**SHEET
6 OF 7**



October 30th, 2020

City of DeBary
16 Colomba Road
DeBary, FL 32713

Re: DeBary Main Street Overall Development Plan, Development Order

Dear Applicant:

Please accept this letter as the DeBary Main Street Overall Development Plan (ODP) Development Order for the above referenced project. This development order authorizes certain development entitlements outlined in the plan approved by the City of DeBary. Pursuant to the following findings, the City of DeBary Development Review Committee has approved the proposed plan:

1. Finding all comments adequately addressed, the Development Review Committee (DRC) conditionally approved the Overall Development Plan on October 27th, 2020; and
2. The applicant has revised all plan sets and documentation for the proposed development, to the satisfaction of the DRC reviewers. Therein, providing a final and approved Overall Development Plan, dated October 30th, 2020, in accordance to the City of DeBary Land Development Code procedures and requirements; and
3. The approval of the proposed development is contingent upon and shall be substantially similar to that depicted in the approved plans; and

All future preliminary plats, construction plans, and final plats, as well as future construction, must be in substantial compliance with this Development Order. Significant deviations from the approved plans may require submittal of amended plans for the ODP for review and approval by the City.

Any subsequent development of the subject site must receive additional approvals consistent with the City's development approval process, such as a Preliminary Plat and Construction Plans, as well as Final Plats prior to any commencement of construction or clearing of land.

All Development Review Committee decisions are subject to appeals. Any applicant or owner of property subject to the action being appealed, and/or the City Council acting as a body, aggrieved by a decision of the Development Review Committee, may file a written appeal with the City Manager within ten days after the date said decision is rendered in writing in order to have the decision reviewed by the City Manager. The City Manager shall then review the appeal for sufficiency and determine if the petition meets the appeals process pursuant to this section of the Code. The appeal shall state fully the specific grounds for the appeal and all of the facts





relied upon by the petitioner. The City Council may then hear the appeal de novo and may consider those items specified in the petition and any related new evidence. The City Council may, upon appeal, reverse, affirm or modify any decision of the Development Review Committee. The appeal period shall commence upon first presentation to DeBary City Council.

Please feel free to call me at 386-668-2040 if you have any questions or concerns.

Sincerely,

Carmen Rosamonda

City Manager

City of DeBary

16 Colomba Road, DeBary FL 32713

Phone: (386) 668 – 2040

Email: crosamonda@debary.org

