



CITY COUNCIL MEETING

March 06, 2024 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 February 7, 2024
- [2.](#) City Council Workshop February 21, 2024
- [3.](#) Special City Council Meeting February 21, 2024

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Citizen's Academy 2024 - Kasey Hewitt, Communications Manager

CONSENT AGENDA

- [4.](#) The Parks and Recreation Department is requesting City Council approve the agreement with the Volusia County School Board for bus transportation for the City's summer camp program.
- [5.](#) The Parks and Recreation Department is requesting City Council approve the grant application submitted by DeBary Elementary. The school is requesting a matching grant of \$500 from the City of DeBary towards their upcoming 5th Grade Celebration.
- [6.](#) The Parks and Recreation Department is requesting City Council approve the grant application submitted by the St. John's River to Sea Loop Alliance. The group is requesting a matching grant of \$500 from the City of DeBary towards their upcoming Family Fun Ride and Trail Celebration.
- [7.](#) Staff is requesting City Council approve the "City of DeBary Information Technology & Cybersecurity Policies."

PUBLIC HEARINGS

- [8.](#) The Parks and Recreation Department is requesting City Council approve the second reading of Ordinance No. 04-2024, prohibiting smoking and vaping in City parks and facilities.
- [9.](#) The Parks and Recreation Department is requesting City Council approve the second reading of Ordinance No. 05-2024, providing for trespass warning procedures and an appeal process.

[10.](#) Staff is requesting City Council approve the first reading of Ordinance No.06-2024, adopting Appendix 1- Live Local Act to the City's Land Development Code, establishing definitions, procedures, regulations, and criteria for the review and approval of Mixed Use Residential Developments Pursuant to Florida's Live Local Act.

NEW BUSINESS

[11.](#) The Finance Director is requesting City Council approve Resolution No. 2024-02, to amend the fiscal year 2023-2024 budget.

[12.](#) The Applicant, Stanley Martin Homes, LLC, is seeking Final Plat approval for Springwalk at The Junction, Phase 2, which consists of 64 lots for single-family dwelling units.

[13.](#) Staff is requesting City Council approve Resolution No. 2024-03, an accompanying Resolution to the recent approved Supplement 2 of the Joint Partnership Agreement (JPA) with FDOT as amended to match the low construction bid amount.

[14.](#) City Manager is requesting City Council approve the Cost-Share Agreement between the St. Johns River Water Management District and the City of DeBary.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

[15.](#) Historic Preservation Advisory Board Appointment

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP

City Council Workshop March 20, 2024, 5:30 p.m.

Special City Council Meeting March 20, 2024, 6:30 p.m.

ADJOURN

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

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



CITY COUNCIL MEETING

February 07, 2024 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 Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Eric Frankton, Information Technology Director; Annette Hatch, City Clerk; Jason Schaitz, Parks & Recreation Director; and Richard Villasenor, City Engineer.

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.

Guy and Donna Skodmin addressed Council.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes of the Regular City Council Meeting January 3, 2024, the City Council Workshop January 17, 2024, and the Special City Council Meeting January 17, 2024. Seconded by Council Member Stevenson. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS:

Captain Omar McKnight and Lieutenant Cameron Tucker, Volusia Sheriff's Office, presented an overview of the DeBary Substation's 2023 involvement in the community.

Zach Chalifour, CPA., James Moore & Co., P.L., reviewed the City's Annual Comprehensive Financial Report for Fiscal Year Ending September 30, 2023.

PUBLIC HEARINGS:

Staff is requesting City Council approve the second reading of Ordinance No. 03-2024, amending the Riverside Business Planned Unit Development (BPUD) to add certain permitted uses to the development agreement (DA) and minimum parking requirements therein (quasi-judicial).

City Attorney read the Ordinance into the record.

Mayor Chasez reviewed the quasi-judicial process.

City Clerk swore in all those who wished to speak.

Mayor Chasez stated she had received and responded to a merchant in the development. No other Council Member had ex-parte communication to disclose.

Staff identified the project location and reviewed the proposals for additional accessory uses, and parking requirements.

Joey Posey, attorney for the applicant, addressed Council.

Motion by Council Member Stevenson to approve the second reading of Ordinance No. 03-2024. Seconded by Council Member Sell. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council approve the first reading of Ordinance No. 04-2024, prohibiting smoking and vaping in City Parks and Facilities.

City Attorney read the Ordinance into the record.

Staff reviewed the request and stated the Ordinance coincided with State guidelines.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No 04-2024. Seconded by Council Member Pappalardo. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council approve the first reading of Ordinance No. 05-2024, providing for trespass warning procedures and an appeal process.

City Attorney read the Ordinance into the record.

Staff explained the purpose of the Ordinance that included an appeal process for trespass citations.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 05-2024. Seconded by Council Member Stevenson. Motion passed unanimously.

NEW BUSINESS:

Staff is requesting City Council approve the Kimley-Horn Task Order, in the amount of \$26,500, to implement a Motorized Vessel Exclusion Zone (MVEZ) at Alexander Island.

Staff discussed the coast area exclusion zone, the development phases, the other agencies involved, permitting timeline and signage.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Kimley-Horn Task Order to implement a motorized exclusion zone. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the Neel Schaffer, Inc. Task Order to perform the Lake Monitoring Program for FY 2023-24, in the amount of \$55,637.00.

Staff explained the need for the lake monitoring analysis and quarterly reports to comply with St. Johns Water Management District reporting.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Neel Schaffer Task Order for lake monitoring and to authorize the City Manager to execute the agreement. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve the construction contract with DSR Construction, Inc. for the construction of the Connector Trail, Segment 2, from SunRail to the Gemini Springs Trail in the amount of \$179,555.34, and approve Supplement 2 of the Joint Partnership Agreement (JPA) with FDOT, as amended, to match the low bid amount.

Staff reviewed the construction contract and the connection area.

No one addressed Council.

Motion by Vice-mayor Butlien to approve the construction contract with DSR Construction, approve Supplement 2 of the Joint Partnership Agreement, and authorize the City Manager to execute the agreements. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: City Council Workshop February 21, 2024, 5:30 p.m., and Special City Council Meeting February 21, 2024, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:04 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



CITY COUNCIL WORKSHOP

February 21, 2024 at 5:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 5:30 p.m.

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

Others present: Carmen Rosamonda, City Manager; Steven Bapp, Growth Management Director; Joseph Barker, Sr. Planner; Kayla Burney, Planning Technician; Annette Hatch, City Clerk; David Rodriguez, Information Technology Specialist; Merylene Thomas, Sr. Planner; and, Richard Villasenor, City Engineer.

PRESENTATIONS: Staff reviewed and answered Council's questions from the previous workshop. The consolidation of Chapters 1 and 4 was discussed. An overview of the proposed changes to the definitions in Chapter 2 was given, which includes additional definitions and the updating of State Statute references. Changes in Chapter 3, include modifications to the review process, review applications, and notifications.

PUBLIC PARTICIPATION: No one addressed Council.

COUNCIL DISCUSSION: City Council questioned staff and discussed the presentation.

ADJOURN: The meeting was adjourned at 6:01 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

February 21, 2024 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 Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Annette Hatch, City Clerk; Amy Long, Deputy Public Works Director; David Rodriguez, Information Technology Specialist; Jason Schaitz, Parks & Recreation Director; and, Richard Villasenor, City Engineer.

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

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

PRESENTATIONS: Special Presentation, Gateway Center for the Arts

In appreciation for her time and dedication in painting the mural on the exterior of the Gateway Center for the Arts' building, Mayor Chasez, on behalf of the City, presented Terri Haug with a commemorative plaque, which will be mounted to the mural wall.

NEW BUSINESS:

The Parks and Recreation Department is requesting City Council approval to renew the DeBary Babe Ruth Agreement and give the City Manager authority to execute a sponsorship agreement with the league to renew scoreboard sponsorships.

Staff reviewed the changes to the facility use agreement and the scoreboard sponsorship agreement.

Rick McBride, League Liaison, and Joe Zubell, DeBary Babe Ruth President, addressed Council.

Motion by Vice-Mayor Butlien to approve the renewal agreement and authorize the City Manager to execute the sponsorship agreement. Seconded by Council Member Sell. Motion passed unanimously.

Staff is requesting the City Council approval of Hydra Services Inc. proposal for the purchase of 2 new submersible pumps at DeBary Plantation Pump Station.

Staff briefly reviewed the recent findings of the pump inspections and the need for the replacements.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the sole source proposal for the purchase of two pumps. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting March 6, 2024, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:31 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



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

Subject: Summer Camp Bus Agreement Approval	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 3/6/2024	

REQUEST

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

PURPOSE

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

CONSIDERATIONS

The rates in the agreement have increased from the previous two years. We currently pay \$33/HR plus \$1.70 per mile for each field trip. With this agreement they will increase to \$35/HR plus \$1.90 per mile for each trip.

COST/FUNDING

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

RECOMMENDATION

It is recommended that the City Council approve the attached agreement with Volusia County School Board to provide bus transportation for Summer Camp 2024 and 2025.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will sign and submit the agreement to Volusia County School Board. Once the field trips are booked for Summer Camp 2024 we will submit our trip requests to the School Board.

ATTACHMENTS

Attachment A: Volusia County Transportation Joint Use Contract 2024-2026

CONTRACT FOR JOINT USE OF SCHOOL BUSES

THIS AGREEMENT, made and entered into on this **1st** day of July 2024, by and between **THE CITY OF DEBARY, Florida Municipal Corporation**, hereinafter referred to as the “**CITY**”, and **THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, herein after referred to as the “**SCHOOL BOARD.**”

WITNESSETH

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

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

Whereas, the CITY provides community services;

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

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

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

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

1. That the SCHOOL BOARD hereby grants the CITY the right to use school buses to transport the individuals who are participants in CITY sponsored programs. Ten (10) school buses shall be made available by the SCHOOL BOARD for use by the CITY. However, transportation of SCHOOL BOARD students to and from school or school sponsored events is the highest and best use of the school buses, and nothing herein contained shall obligate the SCHOOL BOARD to provide that number of buses to the CITY if it is deemed, in the sole discretion of the Superintendent of Schools of the SCHOOL BOARD, or his designee, that such use will adversely affect the transportation of its students.
2. That the CITY shall communicate its request for use of a school bus or buses to the Superintendent of Schools of the SCHOOL BOARD, or his designee, as far in advance of the anticipated use as possible, and shall be approved or rejected by such officer, or his designee, in his sole discretion.
3. That the school buses, at all times that such are being used by the CITY, shall be operated exclusively by drivers who are SCHOOL BOARD employees and who have been qualified, trained, certified and assigned by the SCHOOL BOARD. At all times relevant hereto the operation of school buses shall be pursuant to Florida law, State Board of Education rules and regulations, and the SCHOOL BOARD policy.

4. That the CITY shall reimburse the SCHOOL BOARD in full for the operating costs incurred by the SCHOOL BOARD attributable to such use by the CITY. Such reimbursement shall be determined by applying a cost of thirty-five dollars and no cents (\$35.00) per hour while in use by the AGENCY plus one dollar and ninety cents (\$1.90) per mile. The SCHOOL BOARD shall bill the CITY on a monthly basis on the last day of the month. The CITY shall pay the invoice within thirty (30) days of receipt thereof. In the event of any dispute arising out of any invoice, the chief administrative officers of both agencies, or their designees, shall meet and make every effort to resolve the matter in an amicable fashion. If the parties are unable to negotiate a resolution of the dispute, the decision of the Superintendent of Schools of the SCHOOL BOARD shall be final.
5. That the passenger capacities for adults being transported on a school bus shall not be exceeded while such bus is used by the CITY. Standees shall not be permitted on the bus at any time. Only those persons who are students, employees, agents or otherwise authorized by the CITY shall be transported on a SCHOOL BOARD vehicle when same is being used by the CITY.
6. That the SCHOOL BOARD shall maintain all books, records and documents relative to the expenditure of the funds received under this agreement by the School District Transportation Department in accordance with proper accounting procedures. Said records shall be open at all times to inspection, review, and audit by authorized State and Federal personnel.
7. That the CITY shall at all times relevant hereto maintain liability insurance in the amount specified in Section 1006.261 (2) (b), Florida Statutes, or as it may be amended. Such insurance may be provided by a self-insurance reserve program.
8. Nothing in this agreement shall be deemed as a waiver of sovereign immunity by the SCHOOL BOARD and City beyond any statutory limited waiver which may have been adopted or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.
9. That the CITY agrees to pay for any and all damage to a SCHOOL BOARD vehicle as a direct result of use by the CITY. The CITY agrees to immediately and fully report to the SCHOOL BOARD any and all accidents in which a SCHOOL BOARD vehicle is involved whether or not such accident results in property damage or personal injury. The CITY agrees to immediately report to the SCHOOL BOARD any incident resulting in personal injury to a non-pupil while boarding, riding in or de-boarding a SCHOOL BOARD vehicle.
10. That the user CITY shall assume all risk and liability to itself, its agents, assigns, or employees, and shall be responsible to fully defend, indemnify and hold the SCHOOL BOARD harmless from and against any and all claims arising from or related to the use of SCHOOL BOARD vehicles by the CITY, and that are caused by the act or acts, negligence, or failure to exercise proper precautions of and by the CITY, its agents, assigns or employees while using SCHOOL BOARD vehicle. The CITY agrees to provide the SCHOOL BOARD with written notice of any claim subject to this provision, within ten (10) working days of its receipt. Both parties agree to cooperate fully in the defense of any claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class delivery.

11. The term of this agreement shall expire June 30, 2026. Reimbursement by the CITY for School Board operating costs shall be determined and negotiated annually. This agreement may be terminated by either party, with or without clause, thirty (30) days after a majority vote to so terminate by either governing body and written communication of that vote to the other public CITY.
12. That, in the event petroleum products become unavailable, the obligations of the parties hereunder may be terminated by the SCHOOL BOARD upon no less than twenty-four (24) hours written notice to the CITY. The SCHOOL BOARD shall be the final authority as to availability of petroleum products.
13. That any notice required to be given by this agreement shall be directed to the following addresses:

CITY OF DEBARY

Carmen Rosamonda
City Manager
16 Colomba Road
DeBary, FL 32713
(386) 668-2040
dlehman@debary.org

SCHOOL BOARD OF VOLUSIA
COUNTY

Dr. Andrew Olson
Director of Student Transportation
1648 Hancock Blvd.
Daytona Beach, FL 32114
(386) 258-4677, Ext. 50546

14. That in the event it becomes necessary to institute litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses, and a reasonable attorney's fee, from the date of filing until the termination of the litigation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers, have set their hands and seal the day and year first above written.

Witnesses:

CITY OF DEBARY

Date

City Manager

Date

City Clerk

Witnesses:

SCHOOL BOARD OF VOLUSIA COUNTY,
FLORIDA

Date

Ms. Jamie Haynes, Chairman

Date

Dr. Carmen J. Balgobin,
Superintendent of Schools



City Council Meeting City of DeBary AGENDA ITEM

Subject: Grant Application – DeBary Elementary	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 3/6/2024	

REQUEST

The Parks and Recreation Department is requesting Council approve the grant application submitted by DeBary Elementary. The school is requesting a matching grant of \$500 from the City of DeBary towards their upcoming 5th Grade Celebration.

PURPOSE

DeBary Elementary will use the funds towards their 5th Grade Celebration event to provide a fun day of activities for 5th graders during their last week of school.

CONSIDERATIONS

DeBary Elementary meets all the requirements to receive the City’s matching grant. They have completed the grant request application as well as provided all the necessary attachments that are required with the application.

COST/FUNDING

Funding for the matching grant program was approved in the FY 23/24 budget in line item 001-1100-511-8200. This request would cost \$500.

RECOMMENDATION

It is recommended that the City Council approve the attached grant application in the amount of \$500 to DeBary Elementary.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will submit a check request to the finance department in the amount of \$500 for DeBary Elementary.

ATTACHMENTS

Attachment A: Grant Application DeBary Elementary

24-1



16 Colomba Road
DeBary, FL 32713
Phone: (386) 601-0206
Fax: (386) 668 - 3523

GRANT REQUEST APPLICATION

Applicant Information

Legal Entry Name Debary Elementary

D/B/A Subgroup: 5th Grade Celebration Committee

Physical Address (No PO Box): 88 West Highbanks Road

City: Debary State FL Zip Code 32127

Contact Person: Jennifer Barber Title: 5th grade Committee Chair person

Primary Phone Number: 386-575-4230 Cell Phone Number: _____

E-Mail: jmbarber@volusia.k12.fl.us

Tax Status: tax exempt (Attach Exempt Certificate)

Grant Information:

TYPE: Monetary Contribution x In Kind Services _____ Waiver of Fees _____

Total Value of the Request (cannot exceed \$500): \$ 500

Description of Event, Include Date and Location:

On May 24, 2024 from 10 am until 2 pm parent volunteers will come together to celebrate the graduation of 170 fifth grade students from Debary Elementary School! The event will be held on school grounds with a Carnival theme, voted on by the students. We have plans to rent inflatables and tents from Bounce and Play LLC and have other carnival games donated by parents. Our hope to have food donated by local vendors. Please see our attached budget.

Will Admission Fees be Charged at your Event: Yes _____ No x

If Yes, Admission Charge: \$ _____ Per _____

Are Other Donations Being Solicited or Been Received: Yes No

If Yes, Please Provide Information _____

We held a Holiday Candy gram fundraiser in December, where we sold candy grams to students before school and had parents donate the candy. We have another similar fundraiser for Valentine's Day. We will host a pajama day, where students can pay \$1 to wear pajamas to school. We will host an Amazon wish list for parents and families of students to donate items needed for our event. We will reach out to local vendors and restaurants for food for the event.

Have Legal Entity or Subgroup Applied for a Grant Request from the City of Debary within the last twelve months?: Yes No

Required Attachments

All attachments are required in order to accept the application. Please check each to confirm they are included in your application.


- Tax Exempt Certificate
- W-9 Request for Taxpayer Identification Number and Certification
- ~~Insurance Certificate listing City of DeBary as an additional named insured.~~ *Not Provided last year.*
- A letter on organization letterhead outlining the details of your request. Please make sure to answer the following questions:
 - a. Describe your organization and the purpose/goals of your event.
 - b. How will any monetary contributions, in kind services, or waiver of fees be used?
 - c. How will the grant benefit the City?
- Event Budget. Budget must include the following:
 - d. All event expenses
 - e. Projected event revenue

I/we have read and have been given a copy of the Special Event Policy and agree to abide by the regulations of the City of DeBary.

I hereby state the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions of the required application.

I understand that the City of DeBary assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the City, at the City's option, from any and all demands, claims, suits, actions and legal proceedings brought against the City of DeBary in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida.

This provision shall survive the term of the Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the City of DeBary under either federal law or the laws of Florida.



Signature of Applicant

1-24-24

Date signed

Submission of this application DOES NOT guarantee a grant or event approval. All applications go to the City Council for approval.

INTAKE ACCEPTANCE (Office Use Only)

Name of Event: 5th Grade Celebration Organization/Person: DeBary Elementary

Application # 24-1 Application Complete: YES NO

Received By/Title: Jason Scheifz - Parks and Rec Director Date Accepted: 2/15/24 Initial: JS

SPONSORSHIP APPROVED or DENIED Date _____



Principal

Stacy Gotlib

Home of the Soaring Eagles

Mrs.

Assistant Principal

Mr. David Sanford

Assistant Principal

Mrs. Michele McFall-Conte

Dear DeBary City Council,

January 24, 2024

We are writing on behalf of 170 fifth grade students preparing to move on to middle school. We would like to celebrate them on May 24, with an in-school event. This has been the school's tradition for years. It would begin with a "clap out" as these proud fifth graders march through the halls of DeBary Elementary for the last time and enter a carnival themed event. We hope to have inflatables, dunk tanks, tents, decorations, and other carnival themed activities. We are designing a T-shirt for them to wear and a small string backpack with memorabilia. After the Carnival activities, we will host a lunch sponsored by the school, local vendors, and hopefully, the City of DeBary.

As parents, we are also fundraising through school candy grams, pajama days, selling flowers at the sweetheart dance and asking for donations of supplies and monetary donations.

These students are all citizens and representatives of our city of DeBary. Is there a better way to spend this grant money? With your help, we hope to make this a day to remember.

Respectfully,

The parents of fifth grade students at DeBary Elementary



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012622388C-5	12/31/2019	12/31/2024	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
200 N CLARA AVE
DELAND FL 32720-4207

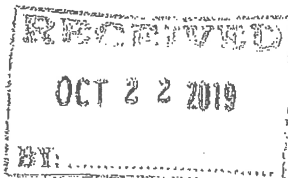
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) School Board of Volusia County, Florida	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Government/Education	
Address (number, street, and apt. or suite no.) PO Box 2118		Requester's name and address (optional)
City, state, and ZIP code DeLand, FL 32721-2118		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table> <table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>5</td><td>9</td><td>-</td><td>6</td><td>0</td><td>0</td><td>0</td><td>8</td><td>8</td><td>4</td></tr> </table>	Social security number												-			-			Employer identification number									5	9	-	6	0	0	0	8	8	4
Social security number																																						
			-			-																																
Employer identification number																																						
5	9	-	6	0	0	0	8	8	4																													
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>[Signature]</i> Date ▶ 4.7.22

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



City Council Meeting City of DeBary AGENDA ITEM

Subject: Grant Application – River to Sea Loop Alliance	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 3/6/2024	

REQUEST

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

PURPOSE

The St. John’s River to Sea Loop Alliance will use the funds towards their Family Fun Run and Trail Celebration event to raise awareness and support for trails and active, equitable mobility in the region.

CONSIDERATIONS

The River to Sea Loop Alliance meet all the requirements to receive the City’s matching grant. They have completed the grant request application as well as provided all the necessary attachments that are required with the application.

COST/FUNDING

Funding for the matching grant program was approved in the FY 23/24 budget in line item 001-1100-511-8200. This request would cost \$500.

RECOMMENDATION

It is recommended that the City Council approve the attached grant application in the amount of \$500 to the St. John’s River to Sea Loop Alliance.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will submit a check request to the finance department in the amount of \$500 for the River to Sea Loop Alliance.

ATTACHMENTS

Attachment A: Grant Application St. John's River to Sea Loop Alliance

24-2



16 Colomba Road
DeBary, FL 32713
Phone: (386) 668-2040
Fax: (386) 668 – 3523

GRANT REQUEST APPLICATION

Applicant Information

Legal Entry Name St Johns River-to-Sea Loop Alliance

D/B/A Subgroup: _____

Physical Address (No PO Box): 532 W Florence Ave

City/State/Zipcode: DeLand, FL 32720

Contact Person: Marguerite Ardito Title: President

Primary Phone Number: 321-795-3179 Cell Phone Number: 3217953179

E-Mail: maggie@river2sealoop.org

Tax Status: 501(c)3 (Attach Exempt Certificate)

Grant Information:

TYPE: Monetary Contribution In Kind Services _____ Waiver of Fees _____

Total Value of the Request (cannot exceed \$500): \$ 500

Description of Event, Include Date and Location:

March 23, 2024 Spring to the Spring Family Fun Ride and Trail Celebration at Gemini Springs
with rides of varying distances for all ages and abilities. Games and BBQ picnic follow the rides
At Gemini Springs County Park.

Will Admission Fees be Charged at your Event: Yes _____ No

If Yes, Admission Charge: \$ _____ Per _____

Are Other Donations Being Solicited or Been Received: Yes No

If Yes, Please Provide Information The event is free to Trail Alliance Friends - we will solicit other sponsors

Have Legal Entity or Subgroup Applied for a Grant Request from the City of DeBary within the last twelve months?: Yes No

Required Attachments

1. Tax Exempt Certificate
2. W-9 Request for Taxpayer Identification Number and Certification
3. Insurance Certificate listing City of DeBary as an additional named insured
4. A letter on organization letterhead outlining the details of your request. Please make sure to answer the following questions:
 - a. Describe your organization and the purpose/goals of your event.
 - b. How will any monetary contributions, in kind services, or waiver of fees be used?
 - c. How will the grant benefit the City?
5. Event Budget (monetary or waiver of fees only). Budget must include the following:
 - a. All event expenses
 - b. Projected event revenue
6. Event Summary Statement

I/we have read and have been given a copy of the Special Event Policy and agree to abide by the regulations of the City of DeBary.

I hereby state the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions of the required application.

I understand that the City of DeBary assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the City, at the City's option, from any and all demands, claims, suits, actions and legal proceedings brought against the City of DeBary in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida.

This provision shall survive the term of the Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the City of DeBary under either federal law or the laws of Florida.

Marguerite Ardito

Signature of Applicant

Feb 27, 2024

Date signed

Submission of this application **DOES NOT** guarantee a grant or event approval. You will be contacted by the appropriate person to confirm the details of your proposed event.

INTAKE ACCEPTANCE (Office Use Only)

Name of Event: Family Fun Ride Organization/Person: River to Sea Loop Alliance

Application # 24-2 Application Complete: YES NO

Received By/Title: Jason Schaitz - Parks and Rec Director Date Accepted: 2/27/24 Initial: JS

SPONSORSHIP APPROVED or **DENIED** Date _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 25 2016**

ST JOHNS RIVER-TO-SEA LOOP ALLIANCE
C/O M ARDITO
532 W FLORENCE AVE
DELAND, FL 32720-0000

Employer Identification Number:
81-3511642
DLN:
26053635003286
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 26, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

ST JOHNS RIVER-TO-SEA LOOP ALLIANCE

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized and cursive, with a prominent initial "J" and a long, sweeping underline.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
St Johns River-to-Sea Loop Alliance

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
532 W. Florence Ave

Requester's name and address (optional)

6 City, state, and ZIP code
De Land, FL 32720

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or
Employer identification number

8	1	-	3	5	1	1	6	4	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Marguerite E. Adity** Date ▶ **6/21/2022**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

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

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

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 1102 Washington DC 20006	INSURER A: Arch Insurance Company NAIC # 11150	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

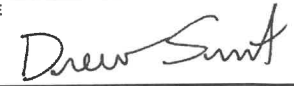
COVERAGES **CERTIFICATE NUMBER:** 1002214200 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER	Y	SBCGL0054507	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ Excluded					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 5,000,000					
	PRODUCTS - COMP/OP AGG \$ 5,000,000					
	\$					
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
- Coverage applies to ST JOHNS RIVER-TO-SEA LOOP ALLIANCE, 532 W FLORENCE, DELAND, FL 32720.

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to SPRING TO THE SPRINGS FAMILY FUN RIDE on March 23, 2024.

CERTIFICATE HOLDER City of DeBary 16 Columba Rd, DeBary FL 32713	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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St Johns River-to-Sea Loop Alliance
532 W. Florence Avenue
Deland, Florida 32720
321-795-3179



Jason Schaitz
DeBary Parks

Dear Mr. Schaitz,

February 21, 2024

On behalf of the St Johns River-to-Sea Loop Alliance I am requesting a grant to help support our ***Spring to the Springs Family Fun Ride and Trail Celebration*** on March 18, 2023. The St Johns River-to-Sea Loop Alliance was founded in 2016 immediately after the River-to-Sea Loop was designated as one of the two top-priority Florida State SUNTrails. Our mission is to advance, advocate support, promote and protect the Loop and connecting regional trails and to increase equitable active transportation and recreation for all ages and abilities. The Alliance is very active in the pursuit of our mission. We are a hardworking lean all-volunteer organization with no paid staff and an active board of directors who volunteer both time and funding. To name a few of our recent activities we organized and hosted the "Active Transportation for All" Workshop at DeBary Hall on January 27, 2023, completed our DeLand Black Heritage Trail – a self-guided tour around DeLand's historical landmarks and held our free Thakful for Trails Ride Walk Roll Event on November 26, 2023. We promote and educate about trails and active transportation frequently at DeBary Hall Trail Welcome Center, the Lyonia Preserve, and the Enterprise Museum. In addition, we annually present a session on Trails at the DeBary Citizens Academy.

The Spring Family Fun Ride and Trail Celebration is a family event featuring rides, a program, games, and prizes. The purpose of the Springs Family Fun Ride and Trail Celebration is to raise awareness and support for regional trails and active, equitable mobility in the region. The event will follow our usual pattern offering guided trail rides of various lengths for all ages and abilities followed by a picnic, games and prizes. On March 23 check-in will be at Gemini Springs Park with rest stops at several locations, returning to Gemini Springs for the picnic.

Should there be any funds remaining after expenses they will be used to advance our mission as described above.

We know that DeBary believes as we do that an investment in trails is an investment in our future.

Sincerely,



Marguerite Ardito
President, St Johns River-to-Sea Loop Alliance

Expenses	2024 Spring Ride Budget	Amount	
Promotion			
	Graphic Design and content development of flyers, posters, banners, sponsor solicitation and notification letters	250	
	Printing & Distribution	200	
	Newsletter	100	
	Advertising	50	
	Social Media Marketing	50	
	Website	50	
	Subtotal	700	700
Planning			
	Meeting Venue	0	
	Refreshments & supplies	80	
	Map development & printing	200	
	Subtotal	280	280
Event			
	supplies, games, prizes	300	
	Food and bevs, trail celebration	900	
	Banners & supplies	100	
	Ride Packs & contents	50	
	Subtotal	1350	1350
Post Event			
	Develop and present briefings to various groups	120	
	Letters of appreciation to sponsors, volunteers and supporters	80	
	Survey, Followup with participants & Volunteers	19	
	Newsletter & Publicity	100	
	Subtotal	319	319
Fees			
	Insurance	450	
	Event Management	130	
	Potential Crossing guard	100	
	Subtotal	680	680
	Total expenses		3329
Income			
	Sponsors & Grants - current	0	
	Sponsors & Grants - anticipated	900	
	Ticket Sales	0	
Total Income		900	900
Net	Net		-2429



City Council Meeting City of DeBary AGENDA ITEM

Subject: IT & Cybersecurity Policies	Attachments: <input type="checkbox"/> Ordinance
From: Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
Meeting Hearing Date: March 06, 2024	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

Staff is requesting City Council approve the “City of DeBary Information Technology & Cybersecurity Policies.”

PURPOSE

The purpose is to create a series of policies following national standards for cybersecurity.

CONSIDERATIONS

The State of Florida has established House Bill 7055 and Florida Statutes 119.0725. The Contents of the “City of DeBary Information Technology & Cybersecurity Policies”, is confidential and exempt from public disclosure. Adopting a cybersecurity policy that follows national standards is required by the State of Florida. City Council was provided a copy of the proposed, “City of DeBary Information Technology & Cybersecurity Policies”, on or before February 14, 2024 to adequately prepare for the March 6, 2024 meeting.

RECOMMENDATION

It is recommended City Council approve and adopt the “City of DeBary Information Technology & Cybersecurity Policies.”

IMPLEMENTATION

Update or current procedures to align with the “City of DeBary Information Technology & Cybersecurity Policies”.

ATTACHMENTS

Confidential and exempt information provided in Council Member’s mailboxes at City Hall.



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

Subject: Ordinance 04-2024 – Prohibiting Smoking and Vaping in City Parks and Facilities – 2nd Reading	Attachments: <input checked="" type="checkbox"/> Ordinance
From: Jason Schaitz, Parks and Recreation Director	<input type="checkbox"/> Resolution
Meeting Hearing Date 3/6/2024	<input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other

REQUEST

The Parks and Recreation Department is requesting Council approve the second reading of Ordinance 04-2024 prohibiting smoking and vaping in City Parks and Facilities.

PURPOSE

The request is needed at this time to allow us to enforce the no smoking policy in our parks and facilities.

CONSIDERATIONS

A new state statute was recently passed to allow Cities and Counties to enforce no smoking in their parks and recreation facilities. Prior this, we were not able to enforce it. However, we would recommend it be done in the parking lot areas as not to disturb other patrons. We have the most issues with smoking around playground or bleacher areas during sports games, specifically where larger groups of kids congregate. This ordinance will allow us to place signage in these areas and enforce the policy.

There was no feedback or changes after the first reading.

COST/FUNDING

There will be no additional cost to the City to implement these policies and procedures. However, we will need to update signage. The cost for signage can be discussed and approved in the next budget cycle.

RECOMMENDATION

It is recommended that the City Council approve the second reading of the ordinance.

IMPLEMENTATION

Upon approval the Parks and Recreation Department come back to Council for the second reading to include any changes the Council recommends.

ATTACHMENTS

ATTACHMENT A - Ordinance 04-2024 – Prohibiting Smoking and Vaping in City Parks and Facilities

ORDINANCE 04-2024

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, ADDING ARTICLE V TO CHAPTER 36 OF THE DEBARY CODE OF ORDINANCES TO ESTABLISH SECTION 36-60, PROHIBITING SMOKING AND VAPING IN CITY RECREATIONAL PARKS AND FACILITIES; PROVIDING FOR EXCEPTIONS AND ENFORCEMENT; AND PROVIDING FOR DEFINITIONS, CODIFICATION, INCONSISTENCY, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS:

WHEREAS, § 386.209 of the Florida Statutes (2023) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns and to further restrict smoking within the boundaries of public parks that are within the municipality’s jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance; and

WHEREAS, despite the foregoing, § 386.209 of the Florida Statutes (2023) preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by state law; and

WHEREAS, to the extent permitted by law, the City Council of the City of DeBary desires to restrict vaping and the smoking of tobacco at its parks within the City of DeBary; and

WHEREAS, the City Council of the City of DeBary finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of DeBary, and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to the City of DeBary.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Council of the City of DeBary.

Section 2. Amendment. Article V of the Code of Ordinances, City of DeBary, Florida, is hereby added to Chapter 36 of the DeBary Code of Ordinances and reads as follows (underlined language are additions; ~~stricken through~~ language are deletions; provisions not shown or that are not otherwise underlined or stricken are not being amended):

Sec. 36-60. - Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City

(a) Definitions. For purposes of this section the terms listed have the following meanings:

(1) Public Parks means and refers to all recreational parks and venues

owned or otherwise operated by the City of DeBary, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas.

- (2) Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.
- (3) Vape or Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.
- (b) Prohibited Acts. Except for the smoking of unfiltered cigars, smoking or vaping within a public park is prohibited. Regardless of the foregoing, nothing in this section may be interpreted as permitting or allowing the smoking of unfiltered cigars when such activity is otherwise prohibited or forbidden by general law.
- (c) Penalty. Any person who commits any act declared unlawful in this article will be punished by a fine not to exceed \$250.00. Repeat violations may be punished by a fine of up to \$500.00 per incident.
- (d) Signage. The City Manager or his/her designee is authorized to display one or more signs prohibiting smoking and vaping at the parks and youth athletic activities as specified in this section.

Section 3. Inconsistency. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance governs and controls to the extent any such conflict exists.

Section 4. Severability. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance will remain in full force and effect.

Section 5. Codification. Section 2 of this Ordinance is to be codified and made a part of the City of DeBary Code of Ordinances. The Sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word “*Ordinance*” may be changed to “*Section*,” “*Article*,” “*Division*” or another appropriate word. The City Clerk is further given liberal authority to correct scrivener’s errors, such as incorrect Code cross-references, grammatical, typographical, and similar errors when codifying this Ordinance.

Section 6. Effective Date. This Ordinance will become effective immediately following approval by the City Council at its second reading.

PASSED AND ADOPTED on first reading this ____ day of _____ 2023.

PASSED AND ADOPTED on second reading this ____ day of _____ 2023.

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

By: Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk



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

<p>Subject: Ordinance 05-2024 – Trespass Warning Procedures and Appeal Process – 2nd Reading</p> <p>From: Jason Schaitz, Parks and Recreation Director</p> <p>Meeting Hearing Date 3/6/2024</p>	<p>Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other</p>
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REQUEST

The Parks and Recreation Department is requesting Council approve the second reading of Ordinance 05-2024 providing for trespass warning procedures and an appeal process.

PURPOSE

The request is needed at this time because these policies and procedures are needed in order to issue and enforce trespassing citations at our City facilities.

CONSIDERATIONS

At times we run into scenarios at our parks and public facilities that require staff to give an order to Volusia County Sheriff’s Office to issue a trespassing citation to a patron that is causing a disturbance. This is generally given as a last resort when the patron does not follow the facility policies, causes a disturbance for staff and other patrons, or refuses to leave the premises when asked. Due to new laws that have recently been put into place, Cities and Counties need to have these trespassing procedures and an appeal processes in place in order to enforce a trespassing citation that was issues to an unruly patron.

There was no feedback or changes after the first reading.

COST/FUNDING

There will be no additional cost to the City to implement these policies and procedures.

RECOMMENDATION

It is recommended that the City Council approve the second reading of the ordinance.

IMPLEMENTATION

Upon approval the Parks and Recreation Department come back to Council for the second reading to include any changes the Council recommends.

ATTACHMENTS

ATTACHMENT A - Ordinance 05-2024 – Trespass Warning Procedures and Appeal Process

ORDINANCE NO. 05-2024

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES CHAPTER 36, OFFENSES AND MISCELLANEOUS PROVISIONS, TO INCLUDE NEW ARTICLE IV, TRESPASS WARNINGS ON PUBLIC PROPERTIES; PROVIDING FOR TRESPASS WARNING PROCEDURES AND AN APPEAL PROCESS; PROVIDING FOR REGULATIONS ANCILLARY AND INCIDENTAL THERETO; AND PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of DeBary, to protect the public health and safety, desires to adopt trespass warning issuance procedures and a process to appeal such trespass warnings.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. ADOPTION. Chapter 36 of the City of DeBary Code of Ordinances is hereby amended by creating the new Article IV – Trespass and creating the new Section 36-51 – Trespass warnings on public property, as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; and provisions not included are not being amended):

ARTICLE IV. – Trespass

Section 36-51. – Trespass warnings on public property

(a) The city manager and law enforcement officers having jurisdiction within the city are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law, which violation was committed on or within any city maintained or owned public properties, buildings, and city parks.

(b) Trespass warnings must be issued as follows:

(1) A person receiving a first violation may be issued a trespass warning for a period not to exceed one year.

(2) A person receiving subsequent violations may be issued a trespass warning for a period not to exceed two years.

(c) A copy of the trespass warning must be provided by mail or hand delivered to the person receiving the trespass warning. The written trespass warning will

advise of the right to appeal and the location at which one may file the appeal. The trespass warning must identify the property from which the person has been trespassed by common name or address.

(d) Any person found on or within any city maintained or owned public property, building, grounds, or city parks in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(e) The city manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary city business. Such authorization must be in writing, specify the duration of the authorization and any conditions thereof, and not be unreasonably denied.

(f) This section may not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city owned or maintained property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(g) This section may not be construed to limit the authority of law enforcement officers to cite or arrest individuals for violating any section of the City of DeBary Code of Ordinances or the Florida Statutes.

(h) Appeal of trespass warning. A person to whom a trespass warning is issued under this section has a right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and must include the appellant's name, address, and phone number, if any. No fee may be charged for filing the appeal.

(2) The appeal must be filed at the location specified in the trespass warning.

(3) The city may contract with a special master or magistrate to hear all trespass appeals and may utilize the city's code enforcement special master or magistrate to hear such matters pursuant to the rules herein.

(4) A hearing on the appeal will be scheduled no sooner than seven days following the filing of the appeal but no later than 30 days following the filing of the appeal. If the city opts to utilize the city's code enforcement special master or magistrate to hear such appeals, the hearing may be placed on the city's code enforcement hearing agenda. Notice of the hearing will be provided to the appellant by:

a. Posting the notice at the DeBary City Hall located at 16 Colomba Road, DeBary, Florida 32713, and

b. Mailing a copy of the notice if an address for the appellant is provided. In the event of non-delivery, the notice posted at the DeBary City Hall shall suffice.

(5) Copies of documents in the city's control that are intended to be used at the hearing and which directly relate to the issuance of the trespass warning to the appellant will be made available to the appellant upon request and at no cost.

(7) The appellant and the city will have the right to attend the hearing with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. Any attorney appearing on behalf of the appellant must be qualified to practice law in the state of Florida. The appellant has the right to bring a court reporter at his or her own expense.

(8) The special master will consider the testimony, reports, or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence will not apply, but fundamental due process will govern the proceedings.

(9) The city will bear the burden of proof by clear and convincing evidence that the trespass warning was issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the special master or magistrate will review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five days of the hearing, the special master or magistrate will issue a written decision on the appeal which will be mailed to the appellant at the address provided. If no address is provided, a copy of the decision will be posted at the DeBary City Hall.

(12) The decision of the special master or magistrate will be final, and upon the issuance of same, appellant will be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review by further appeal of the appellant in the manner provided by law; however, the city may not appeal the decision of the special master.

(13) The trespass warning will remain in effect during the appeal and review process, including any judicial review of the special master's or magistrate's decision.

SECTION 3. Codification. Section 2 of this Ordinance is to be incorporated into the City of DeBary Code of Ordinances. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing, and lists of defined terms may be set in alphabetical order where appropriate where such does not alter the construction or meaning of this ordinance. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the code may be freely made.

SECTION 4. Conflicts. This Ordinance shall control over any ordinances or parts of ordinances in conflict herewith.

SECTION 5. Severability. The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, such invalidity will not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder will nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part to the extent that such still applies.

SECTION 6. Effective Date. This Ordinance will take effect immediately upon the second reading and final adoption of this Ordinance.

First reading and public hearing was held on the _____ day of _____, 2023

Second reading, public hearing and adoption was held on the ___ day of _____, 2023

CITY OF DEBARY

CITY COUNCIL

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

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City Council Meeting
DeBary
FEM

<p>Subject: Ordinance # 06-2024</p> <p>From: Steven E. Bapp, AICP Growth Management Director</p> <p>Meeting Hearing Date March 6, 2024</p>	<p>Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other</p>
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REQUEST

Staff is requesting the City Council approve the first reading of Ordinance # 06-2024, adopting Appendix 1- Live Local Act to the City’s Land Development Code, establishing definitions, procedures, regulations, and criteria for the review and approval of Mixed Use Residential Developments Pursuant to Florida’s Live Local Act.

PURPOSE

To outline the definitions, criteria and processes for Affordable Housing developments in the City, pursuant to the provisions of Florida Statutes 166.04151(7), Chapter 2023-17, Laws of Florida, the “Live Local Act”, involving Mixed-Use Residential Developments (MURD) that combine residential and non-residential components, and a mix of affordable housing and units that do not qualify as affordable housing. The appendix accomplishes the City’s objectives to safeguard public welfare, promote affordable housing, establish zoning regulations for MURDs, and ensure compliance through audit review and monitoring. Additionally, the appendix also establishes architectural and site design requirements aligned with the City Comprehensive Plan's objectives.

CONSIDERATIONS

Background:

Effective, July 1, 2023 the Florida Legislature amended State Statutes to enact a Live Local Act in order to promote the construction of affordable housing. There are some facets of the Act that are positive including simplified and expedited approval of inclusionary housing rules that can make sure affordable housing is included in certain housing or mixed use projects. However, the Act raises concerns due to its lack of defined terms and its ability to preempt local zoning laws under specific conditions.

In particular, the Act overrides local zoning regulations for any multifamily or mixed-use residential project, if that project includes a minimum of 40% of the units as affordable housing. In that case:

1. “A municipality must authorize multi-family and mixed-use residential as allowable uses in any area zoned for commercial, industrial or mixed use if at least 40% of the residential units are, for a period of 30 years, affordable as defined in S. 420.004. A municipality may not require a zoning or land use

change, special exception, conditional use or comprehensive plan amendment for the building height, zoning and densities authorized under this section.

2. “A municipality may not restrict the density authorized by this section below the highest density on any land in the municipality where residential development is allowed.”
3. “A municipality may not restrict the height below the highest currently allowed height for a commercial or residential development located within 1 mile of the proposed development or 3 stories, whichever is higher.”
4. “A proposed development must be administratively approved if the development satisfies the municipality’s land development regulations for multi-family developments in areas zoned for such with the exceptions of densities and height.”
5. “A municipality must consider reduced parking requirements for a proposed development authorized under this subsection to the greatest extent possible if the development is located within one-half mile of a major transit stop and the major transit stop is accessible from the development.”

The absence of clear definitions for terms in the Act could spark legal disputes between developers and the City regarding their interpretation. Thus, the City must take proactive measures to define these terms according to its understanding. As it presently stands, the Act's existing provisions have the potential to yield disproportionate development in pursuit of affordability objectives, lacking standards to guarantee long-term affordability of units for at least 30 years. The City must still prioritize ensuring a secure built environment, promoting systematic progress in affordable multifamily housing through MURDs, validating relevant land development regulations, and establishing standards for architecture, dwelling unit size, parking, and site development. These efforts aim to foster meaningful and sustainable growth avoiding strain on our infrastructure and guarantees adequate living standards for all residents. Additionally, there's no established process for auditing, ensuring compliance or penalties for non-compliance.

The addition of an Appendix would offer comprehensive administrative procedures, criteria, and pertinent regulations, supplementing those already outlined in the City's Land Development Code. The City aims to address current concerns effectively and ensure the efficient and seamless processing of applications utilizing the provisions of the Act.

PROPOSED APPENDIX:

Appendix 1 – Live Local Act

1. Purpose

Outlines criteria and processes for Affordable Housing developments in the City according to the "Live Local Act," focusing on public welfare, affordable housing advancement, zoning regulations, dwelling unit requirements, administrative processes, and architectural design standards.

2. Applicability

Defines where Mixed-Use Residential Developments (MURD) are permitted and prohibited within designated zoning districts in the city, emphasizing adherence to regulations specified in the appendix.

3. Definitions

Provides definitions for terms relevant to the Live Local Act and City of Debarry Land Development Code to ensure clarity during implementation.

4. Live Local Act Eligibility Criteria

Details requirements for developments to qualify under the Live Local Act, including affordability criteria, residential and commercial use ratios, necessity for a blend of both affordable units and those that do not qualify as affordable housing and adherence to approval procedures.

5. Process for Approval

Outlines the application process, including submission requirements, sufficiency review procedures, and timelines for review and approval.

6. Affordability Commitment

Specifies the requirement that at least 40% of residential units in a MURD must remain affordable for a minimum of 30 years.

7. Administrative Review

Describes the administrative review process for development permit applications, including timeframes, fees, duration of approval and comprehensive MURD regulations.

8. Audit Authority

Establishes the City's authority to conduct audits on developments applying under the Live Local Act to verify compliance with affordability criteria.

9. Record Requirements and Retention

Lists records required for determining compliance and eligibility for property tax exemptions under the Live Local Act, along with retention periods.

10. Auditor Provisions and Costs

Specifies procedures and costs associated with audits conducted to verify compliance with the Live Local Act.

11. Audit Procedures

Outlines the process for conducting audits, including notification, review, and issuance of audit findings.

12. Audit Protest

Defines procedures for filing protests regarding audit findings and the subsequent review process.

13. Non-Compliance

Details consequences for non-compliance with the Live Local Act, including enforcement measures and potential fines.

This summary provides a structured overview of each section within the appendix, highlighting key points and objectives. Appendix 1- Live Local Act is attached to the Ordinance 06-2024 as Exhibit A.

COST/FUNDING

None.

RECOMMENDATION

It is recommended the City Council: approve the first reading of Ordinance # 06-2024, proposed inclusion of Appendix 1 - Live Local Act to the City's Land Development Code, establishing definitions, procedures, regulations, and criteria for the review and approval of Mixed Use Residential Developments Pursuant to Florida's Live Local Act.

IMPLEMENTATION

Upon approval of the first reading, staff will schedule the adoption hearing of the ordinance.

ATTACHMENTS

- Ordinance # 06-2024

ORDINANCE 06-2024

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, ADOPTING APPENDIX 1 TO THE CITY'S LAND DEVELOPMENT CODE, ESTABLISHING PROCEDURES, REGULATIONS, AND CRITERIA FOR THE REVIEW AND APPROVAL OF MIXED-USE RESIDENTIAL DEVELOPMENTS PURSUANT TO FLORIDA'S LIVE LOCAL ACT; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recitals

WHEREAS, in March of 2023, Florida enacted Senate Bill 102, also known as the "Live Local Act" (the "Act"), which was implemented as a statewide workforce housing strategy, designed to increase the availability of affordable housing opportunities for Florida's workforce, who desire to live within the communities they serve ; and

WHEREAS, the Act requires that local governmental authorities (including the City) must administratively approve affordable multifamily residential land uses (including mixed-use projects) in areas that are zoned for commercial, industrial, or mixed use, if the project includes at least 40 percent (65 percent for mixed use) of its residential units as affordable housing for at least 30 years; and

WHEREAS, such proposed land uses are to be approved, regardless of provisions establishing allowable densities, height, and land use, provided that the proposed uses meet applicable land development regulations, including those provisions that apply to setbacks and parking requirements ; and

WHEREAS, while the Act contains such requirements for mixed-use residential developments ("MURDs"), it does not prescribe an administrative approval process or provide for regulations or standards with regard to the integration of multifamily residential uses within areas zoned for commercial, industrial, or mixed use development; and

WHEREAS, the City has developed procedures and regulations for the development, review, and approval of MURDs and wishes to adopt same pursuant to this ordinance in assisting the City to carry out its statutory obligations pursuant to the Live Local Act.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that the above recitals are true and correct and constitute the legislative findings of the City of DeBary, Florida.

SECTION 2. Amendment. The City hereby adopts Appendix 1 – Live Local Act as part of its Land Development Code, which Appendix 1 is attached hereto and incorporated herein as **Exhibit A.**

Section 3. **Codification.** Upon adoption, Section 2 of this Ordinance is to be codified as Appendix 1 to the City’s Land Development Code.

Section 4. **Conflicts.** To the extent this ordinance conflicts with any previously adopted ordinances, rules, or regulations of the City, this ordinance shall govern and control to the extent of any such conflict.

Section 5. **Severability.** If any portion of this Ordinance is determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the remaining portions not invalidated will continue in full force and effect.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

First reading and public hearing occurred on _____.

Second reading and public hearing occurred on _____.

ADOPTED BY the City Council of the City of DeBary, Florida this ____ day of _____, 2024.

CITY COUNCIL

CITY OF DEBARY, FLORIDA

BY: _____

KAREN CHASEZ, MAYOR

ATTEST:

BY: _____

_____, City Clerk

Attachments:

Exhibit A – Appendix 1 – Live Local Act

1 **Appendix 1 – Live Local Act**

2 **1. Purpose of the Appendix**

3 The purpose of this Appendix is to outline the criteria and processes for Affordable Housing
4 developments in the City, pursuant to the provisions of Florida Statutes 166.04151(7), as created
5 by Chapter 2023-17, Laws of Florida, the “Live Local Act” (the "Act"), which Mixed-Use
6 Residential Developments (MURD) involves a combination of residential and non-residential
7 components, and a combination of dwelling units that qualify as affordable housing and units
8 that do not qualify as affordable housing, to accomplish the following purposes. Unless
9 otherwise specified, all land development applications must adhere to the relevant procedures.

- 10 a) Safeguard and advance the public health, safety, and overall welfare of the
11 residents of the City;
- 12 b) Facilitate the systematic advancement of affordable multifamily housing
13 in the City pursuant to the Act;
- 14 c) Affirm that Mixed-Use Residential Developments (MURDs) proposed
15 under the Act necessitate a mixed-use residential configuration;
- 16 d) Define the specific zoning districts within the City where this Appendix is
17 applicable, and delineate the authorization and administrative approval
18 procedures for MURDs in accordance with the Act;
- 19 e) Validate the land development regulations pertinent to proposed MURDs,
20 and acknowledge the statutory mandates regarding density, height, land use
21 and parking;
- 22 f) Confirm minimum dwelling unit square footage in order to ensure the
23 provision of adequate living conditions;
- 24 g) Provide a minimum non-residential use floor area for MURDs to provide a
25 meaningful mixed-use development and to reduce vehicle trips and vehicle
26 miles traveled;
- 27 h) Confirm the maximum intensity (floor area ratio) for MURDs applies to
28 all square footage within the development;
- 29 i) Institute an administrative approval process for MUMDs, encompassing
30 provisions for the review and appeal of administrative decisions; and
- 31 j) Enhance the prevailing development criteria by introducing specific
32 requirements tailored to the architectural design of buildings and projects
33 within Mixed-Use Residential Developments (MURDs). This aims to integrate
34 a fundamental level of architectural design alongside site design features that
35 encompass secure and convenient vehicular use areas, pedestrian pathways,
36 streetscape elements, and overall site development in alignment with the goals,
37 policies, and objectives outlined in the City Comprehensive Plan.

38 k) Consistent with Section 166.04151(7), Florida Statutes, which expires
39 October 1, 2033, this Division 14 also expires and becomes null and void on
40 October 1,2033, unless otherwise extended by the Florida Legislature.

41 **2. Applicability**

- 42 a) Mixed-Use Residential Developments (MURD) are prohibited in all or any portion of
43 land zoned as a Planned Unit Development that which does not already permit MURD.
- 44 b) Mixed-Use Residential Developments (MURD) in accordance with Florida Statute
45 166.04151 are permissible only within the following designated zoning districts in the city:
- 46 B-2 - neighborhood Commercial classification
 - 47 B-4 - general commercial classification
 - 48 B-5 - Heavy Commercial classification
 - 49 B-6 - Highway interchange commercial classification
 - 50 I-1 - Light Industrial Classification
- 51 c) In the event of a conflict between the regulations set for the herein and those set forth in
52 the commercial or industrial zoning district in which the MURD is proposed to be located,
53 the regulations set forth in this Appendix shall control to the extent of such conflict. To the
54 extent the land development regulations applicable to multifamily development in
55 multifamily residential zoning districts, the multifamily units in MURD shall follow the most
56 restrictive regulations.

57 **3. Definitions**

58 Within this subsection, the following definitions are supplied to clarify terms not explicitly
59 defined in Florida statutes, ensuring alignment with the City of Debarry Land Development Code
60 during implementation.

61 *Administrative approval*, as used in F.S. 166.04151, shall mean approved by administrative
62 official after input from the Development Review Committee in accordance with this Code and
63 Comprehensive Plan.

64 *Affordable housing* shall mean housing with monthly rent or monthly mortgage payments
65 including taxes, insurance and utilities do not exceed 30% of that amount which represent the
66 percentage of the median adjusted gross annual income for the households. FS. 420.0004(3)

67 *Commercial* as used in F.S. 166.04151(7), any use involving in part or in whole the sale of
68 merchandise, materials or services, excluding properties that are used for medical or institutional
69 purposes such as hospitals and clinics, and general offices.

70 *Dwelling, multifamily*, shall mean a building containing four or more dwelling units, attached by
71 a common wall, with the number of families in residence not exceeding the number of dwelling
72 units provided. The term includes apartments and condominiums and does not include duplexes,
73 triplexes, or townhomes,

74 *Height within one (1) mile*, as used in F.S. 166.04151, shall mean one (1) mile as can be traveled
75 by human beings along the public streets of the City within the normal permitted lanes of travel

76 from the center point of the proposed development site and shall not mean a straight line distance
77 as a bird might be able to travel.

78 *Mixed-use residential* as used in F.S. 166.04151(7)(a) and (f), shall mean a residential use
79 combined with a permitted B-2 or B-4 use as set forth in this Code with no more than 65% of the
80 total square footage of the structure for residential purposes. A mixed use residential building
81 located within the B-2 zoning classification shall only permit B-2 uses, as set forth in Chapter 4
82 of the City Code, to be located on the ground floor of each building. A mixed-use residential
83 building located within the B-4, B-5, B-6, B-7, or I-1 zoning classifications shall only permit B-4
84 commercial retail uses as set forth in Chapter 4 of the City Code, excluding drive-through uses or
85 facilities to be located on ground floor.

86 *Rent* shall mean the periodic payments due the landlord from the tenant for occupancy under a
87 rental agreement and any other payments due the landlord from the tenant as may be designated
88 as rent in a written rental agreement, as defined by F.S. 83.43

89 *Urban sprawl* shall mean a development pattern characterized by low density, automobile-
90 dependent development with either a single use or multiple uses that are not functionally related,
91 requiring the extension of public facilities and services in an inefficient manner, and failing to
92 provide a clear separation between urban and rural uses.

93 **4. Live Local Act Eligibility Criteria**

- 94 a) Meet affordability criteria -Minimum 40% of multifamily residential dwelling units
95 shall remain affordable, as defined in Sec 420.0004(3), F.S., for a period of at least 30
96 years by recording restrictive covenant on the property to that effect;
- 97 b) The MURD shall have a maximum of 65% of total square footage as Residential uses
98 and meets criteria in F.S.166.04151(7)
- 99 c) The MURD shall have at least 35% commercial uses.
- 100 d) Fulfill all approval process requirements specified in this Appendix.
- 101 e) Adhere to recording and legal requirements
- 102 f) The MURD shall incorporate a blend of dwelling units, encompassing both affordable
103 housing units and those that do not qualify as affordable housing, in accordance with
104 established guidelines.

105 **5. Process for Approval**

106 Approval for qualifying developments in eligible zoning districts involves several steps. The
107 process requires the submission of a development permit application along with a fee. If the
108 application is not submitted by the property owner, a purchase contract or agreement (with
109 financial details blacked out) must be provided, specifying effective dates and due diligence
110 periods. The application, using a city-provided form, includes site development plans, an
111 affidavit for income qualification commitment, and details on monitoring and inspection for the
112 entire 30-year operation, including acknowledgment of auditing requirements for tenant
113 eligibility within designated affordable housing units as per the Live Local Act. Non-compliance
114 penalties are outlined below in Sec 13 of this Appendix.

115 Upon application, the city conducts a sufficiency review per Chapter 3 of the City Code, either
116 confirming completeness or specifying additional requirements. The applicant then provides the
117 necessary items, initiating another sufficiency review until a complete application is submitted.
118 A purchase contract must be active during these review periods. If any due diligence or contract
119 matter expires within this timeframe, the city will not proceed with the sufficiency or application
120 review.

121 **a) Minimum Requirements.**

122 The minimum requirements for certification of compliance with the Live Local Act are
123 as follows:

124 **1) Site Development Plan** which includes the following:

- 125 a. Statement of ownership of the proposed development, and the names,
126 addresses and telephone numbers of the developer and any project engineers,
127 architects or planners.
- 128 b. Scale, date, and north arrow.
- 129 c. Legal Description of the property.
- 130 d. Site Data Table including gross square footage of the site and project, total
131 impervious coverage and principal setbacks.
- 132 e. Dimensioned location, density, size, height, impervious surface ratio and
133 use of all proposed structures.
- 134 f. Project units, number of affordable units per area median income, and
135 affordability period.
- 136 g. Label uses of adjacent parcels.
- 137 h. Location, dimension and method of buffering from adjacent uses.
- 138 i. Location and method of screening of refuse stations, storage areas and off-
139 street parking and loading areas.
- 140 j. Method of stormwater retention.
- 141 k. Location, size and total amount of greenspace.
- 142 l. Tree table with tree retention and applicable mitigation.
- 143 m. The location, width, pavement type, right-of-way name and other related
144 appurtenances of all public rights-of-way adjoining, traversing or
145 proximate to the site.
- 146 n. Location and dimensions of proposed project ingress/egress, parking and
147 service areas, including typical parking space dimensions.
- 148 o. Vehicle Use Area buffering adjacent to rights of way.
- 149 p. Proposed means of vehicular and pedestrian access from the site(s) within
150 the development to adjacent streets and/or alleys, showing all existing and
151 proposed curb cuts and sidewalks.
- 152 q. Building Elevations (4-sided) for each proposed building.
- 153 r. A transportation study.

- 154 s. Comply with all Concurrency requirements outlined in Chapter 3 of the City
155 Code.
- 156 t. Any other information required under the specific site plan districts
157 pertaining to this article or which may be required, when commensurate
158 with the intent and purpose of this Code, by city reviewing staff.
- 159 u. A statement indicating the petitioners' commitment to comply with all
160 additional regulations of this land development code, applicable to the
161 project that is not mentioned in this Appendix.
- 162 v. Compliance with all land development regulations applicable to the zoning
163 district in which the project is proposed, except only as otherwise
164 preempted by the Live Local Act with respect to height.

165 **2) Project Narrative.** Application shall contain a narrative which demonstrates compliance
166 with section 166.04151(7)(a)- (g), Florida Statutes.

167 **3) Agent Authorization.** An affidavit with the property owner's notarized authorization.

168 **4) Affidavit of Commitment and Restrictive Covenants.** As a prerequisite for approval
169 and prior to seeking or obtaining any site or building permits for the project, the applicant
170 (and the property owner, if different from the applicant) must execute and record in the
171 public records of Volusia County, Florida, an Affidavit of Commitment and
172 Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants
173 shall:

- 174 a. have terms acceptable to the city,
- 175 b. run with and be binding upon the land for no less than thirty (30) years
176 from the issuance of a certificate of occupancy for the last principal
177 structure of the project
- 178 c. be enforceable by the city;
- 179 d. detail the affordable housing and project conditions and restrictions
180 required by this section, the Live Local Act and on the approval of the
181 project;
- 182 e. provide for monitoring, and compliance requirements; and
- 183 f. provide for the city's enforcement remedies. Mortgage holders will be
184 required to execute and record a subordination of their lien interest to
185 such Affidavit of Commitment and Restrictive Covenants prior to or
186 simultaneously with the recording of the Affidavit of Commitment and
187 Restrictive Covenants. The city will provide the monitoring and
188 compliance forms upon submittal of the application, deemed complete
189 and sufficient.
- 190 g. An affidavit affirming a 30-year commitment to offering affordable housing,
191 including a monetary limit on all rent charges and associated fees for
192 occupants of units classified as affordable. The rents and fees for such units
193 shall not surpass 30% of the gross revenue of all occupants.

194 h. An affidavit confirming agreement and acceptance of the annual audit
195 requirements by a certified public accounting firm, verifying compliance
196 with income and total rental fee criteria. Acknowledge and understand that
197 any violations of these commitments shall be subject to the provisions
198 outlined in Section 13 of this Appendix.

199 **6. Affordability Commitment**

200 Pursuant to the Act, at least 40% of the residential units within a proposed MURD must be
201 'affordable' as defined in F.S.420.0004 and must remain affordable for a period of at least 30
202 years.

203 **7. Administrative review**

204 The administrative review of the development permit application shall be conducted pursuant to
205 the provisions in Chapter 3 of the City Code, Administration and Procedures, including any
206 requirements for public notifications and Development Review Committee (DRC) reviews.

- 207 a) *Time frame for Review and Issuance of Approval:* Upon receipt of a complete
208 application, the city will complete its review and provide a response sixty (60) days
209 from receipt of such materials as required by this subsection.
- 210 b) *Fee:* Shall be per the established fee schedule for each type of development permit application.
- 211 c) *Duration of Approval:* An approval received through this process shall be effective
212 for three (3) months from the date of approval. The application process and
213 certification of compliance with the live local act shall begin again if a building permit
214 has not been issued by the city within six (6) months of an approval under this
215 section.
- 216 d) *Equivalent Treatment of all Dwelling Unit Requirements:* As a prerequisite for approval
217 and prior to seeking or obtaining any site or building permits for the project, the project
218 must affirm and ensure that all affordable dwelling units and market-rate dwelling units
219 will be situated within the same structure. Furthermore, all common areas and amenities
220 are required to be accessible and available to all residents, regardless of whether they
221 reside in affordable or market-rate dwelling units. Access to the mandated affordable
222 dwelling units must be facilitated through the same principal entrance(s) utilized by all
223 other dwelling units within the development. Additionally, the sizes and number of
224 bedrooms in the affordable dwelling units should be proportionate to the square footage
225 and number of bedrooms in the market-rate dwelling units. For instance, if 25 percent of
226 the market-rate dwelling units feature two bedrooms, then 25 percent of the affordable
227 dwelling units must also include two bedrooms.
- 228 e) *MURD regulations:*
- 229 1) The non-residential use must have a certificate of occupancy before or
230 simultaneously when the residential use is given a Certificate of Occupancy.

- 231 2) Maximum Floor Area- The floor area of the development within an MURD
232 including floor area of both residential and non-residential uses shall be limited to
233 Maximum FAR of the underlying zoning district.
- 234 3) Density- 32 Du/acre based on highest allowed density per the City's
235 Comprehensive Plan.
- 236 4) Building height- Highest currently allowed for Commercial or Residential
237 development located within one (1) mile of the proposed development or three (3)
238 stories, whichever is higher.
- 239 5) First floor of each MURD building must be concrete
- 240 6) Minimum multifamily and condominium unit size:
- 241 Studio/efficiency must be larger than 600 sq. ft.
- 242 One bedroom must be larger than 750 sq. ft.;
- 243 Two bedrooms must be larger than 1,000 sq. ft.;
- 244 Three or more bedrooms must be larger than 1,350 sq. ft.
- 245 7) Setbacks: Minimum required yards
- 246 Front - 25'
- 247 Rear - 25'
- 248 Side - 15'
- 249 8) Amenity areas exclusively serving the residential uses shall be calculated towards
250 residential square footage. Amenities required within multi-family developments
251 include:
- 252 a. Each residential unit must be equipped with an in-unit washer/dryer and an
253 independent balcony. All balconies must offer a minimum of fifty-four (54)
254 square feet of clear, unobstructed space, with a depth of at least six (6) feet.
255 Balconies may be covered and screened but must not be fully enclosed. False,
256 Faux, Juliet/Juliette, Balconette, and similar ornamental or standing type
257 balconies are not considered valid balconies and are prohibited where a balcony is
258 specified in this Section.
- 259 b. Provision of a pool with accompanying restrooms.
- 260 c. Gymnasium.
- 261 d. Allocation of park space/open space, meeting a minimum requirement of 25%.
262 Plazas, paver driveways marked as joint vehicular and pedestrian ways,
263 sidewalks, covered arcades, gazebos, and other hardscaped areas may contribute
264 to fulfilling the minimum pen/greens space requirement. Parking islands or any
265 parking area cannot be considered as open green space.
- 266 e. Enhancement of landscaping to include a minimum ten (10) foot wide planting
267 area for building foundation landscaping, featuring a minimum of two (2)
268 understory trees and five (5) shrubs for every forty (40) feet of façade length.
269 The remaining planting area shall be landscaped with ground cover or other

270 landscape treatment. A minimum ten (10) foot wide landscape strip is
271 mandatory where four (4) or more rows of parking spaces abut: one canopy
272 tree, one understory tree, and three shrubs must be planted for every one
273 hundred (100) feet in length.

274 f. Doggy runs (if pets are allowed).

275 g. Internal concierge trash service.

276 h. Minimum eight (8) foot wide sidewalks,

277 i. Flex office space,

278 9) Parking requirements shall be per Chapter 7 of the City Code or Chapter 5 of the
279 City Code, if under corridor or nodes overlay. Parking areas shall be designed to
280 minimize visual impact on lower-density residential zones. A 5% reduction in
281 parking requirement shall be granted during the review process if these conditions
282 are met:

283 a. Development is located within one-half mile of a passenger rail or intercity bus
284 station or transit hub where two or more transit routes converge (major transit
285 stop) and must have continuous public sidewalk from the development to these
286 transit stops or facilities. Enhancements to pathways could include incorporating
287 canopy trees, distinctive pavement, identify way finding, directional signage,
288 transit infrastructure and shaded rest areas furnished with appropriate street
289 furniture.

290 b. The development provides onsite and offsite safe and comfortable walking
291 infrastructure, bicycle facilities and pedestrian oriented design elements for its
292 residents and users.

293 c. minimum of one (1) electric vehicle charging station must be provided for a
294 development requiring more than fifty (50) parking spaces. The charging
295 station shall serve two (2) parking spaces.

296 10) Refer to Chapter 5 of the City Code for form based codes regulations if the property
297 is under the corridor /node overlay districts. Any properties that is not under the
298 corridor or node overlay shall follow the additional architectural standards given in
299 this Appendix.

300 11) Architectural Standards:

301

302 a. Incorporate enhanced architectural standards into the building design to alleviate
303 large building mass and extended walls. Architectural features must be visible on
304 all sides facing the public right-of-way, with a balanced distribution of elements
305 at the base, middle, and top to maintain a pedestrian scale. Ensure the building
306 mass aligns proportionally with the site, streets, open space, and surrounding
307 developments.

308 b. Include a minimum of three architectural elements on each facade fronting a
309 right-of-way and two elements on other facades. Architectural elements
310 encompass portico, balconies, columns, awnings, canopies, and
311 recessed/projected access.

- 312 c. Integrate ornamental and structural building articulation, incorporating projections
313 and recesses with a minimum depth of twenty-four (24) inches.
- 314 d. Utilize varied roof lines and forms, along with stepped or decorative parapets,
315 cornices, eaves, and belt courses in the building design.
- 316 e. Ensure building facades consist of a minimum of thirty (30) percent fenestration
317 elements (windows, doors, and openings). Windows and doors should include
318 surrounds, casing, or headers.
- 319 f. Maintain consistency in building materials and finishes across all facades. Utilize
320 high-quality materials such as brick, stone, vertical board, or batten siding. Stucco
321 finish is acceptable for a maximum of forty (40) percent of the building facades,
322 and EIFS shall not be used as the primary material. Prohibited materials include
323 unfinished concrete or block, corrugated fiberglass or metal, and sheet portion
324 siding.
- 325 g. Ensure uniformity in light fixtures throughout the development that complement
326 the building architecture. Opt for decorative light fixtures with concealed light
327 sources, and light poles should have fluted bases. Encourage the use of
328 illuminated bollards instead of poles in exclusively pedestrian areas.
- 329 h. Prohibit accessory structures that are not designed or incorporated as part of the
330 principal building or listed amenities in this Section, in accordance with the Land
331 Development Code.
- 332 i. All rooftop mechanical equipment shall be screened from public view by a
333 parapet wall or similar solid barrier as approved by the city staff.
- 334 j. Signs must comply with the regulations outlined in Chapter 11 of the City Code.
- 335 12) Building and use transition and compatibility
- 336 a. Transitional Buffers: green buffer zones shall be provided to soften the
337 transition between lower and higher-density areas.
- 338 b. Landscape Buffer and screening: additional landscape buffer and screening
339 requirements shall be per Chapter 8 of the City Code to create visual barrier
340 and enhance privacy. Additionally, supplemental fences / walls can be
341 provided to achieve screening transition.
- 342 c. Architectural Standards: higher-density buildings to align with the visual
343 character of lower-density neighborhoods.

344 **8. Audit Authority for Developments Applying under the Live Local Act.**

345 Under Florida Statutes § 200.065, the City has the authority to impose Ad Valorem tax on the
346 valuation of property within the City jurisdiction. Pursuant to the Live Local Act (ACT), Section
347 196.1978 3(d)1 and 196.1978 3(d)2, apartments are eligible for property tax exceptions for units
348 meeting the affordable criteria established in the Act. These exemptions are based upon specific
349 business transactions, which are subject to the audit authority of the City.

350 Pursuant to Chapter 196.1978, F.S., the affordable criteria are established by the Florida Housing
351 Finance Corporation who publishes an Annual Income and Rent Limits report for each
352 Metropolitan Service Area (MSA). Each MSA annual report establishes a Median Income for the
353 MSA, income ranges for each percentage category based upon the number of persons in the
354 household, and rent ranges and limits by the number of bedrooms in the unit.

355 All records maintained by the apartment owner and provided in the annual audit are confidential
356 records pursuant to Chapter 119, F.S. All of the provisions within this Section of the Land
357 Development Code must be agreed to in the Master Development Agreement prior to the
358 issuance and approval of the Development Order. No Development Order shall be approved by
359 the City Manager unless these provisions are agreed to in the Master Development Agreement.

360 **9. Record Requirements and Retention.**

361 Pursuant to the Annual Income and Rent Limits report published by the Florida Housing Finance
362 Corporation and the criteria established in the Act, the following are the records required to
363 determine compliance and eligibility of the property tax exemption:

- 364 a) **Number of Persons in Household Affidavit.** The apartment owner, at the beginning of
365 the lease and every annual renewal of the lease, shall obtain an affidavit from the tenant
366 or lease confirming the number of persons in the household. This affidavit shall be
367 maintained for a period of 3 years.
- 368
- 369 b) **Certified Copy of the Previous Year's IRS Tax Returns.** The apartment owner, on an
370 annual basis, shall obtain a certified copy of the all income earners in the household. The
371 apartment owner shall confidentially maintain these certified copy of the returns for at
372 least 3 years.
- 373
- 374 c) **Floor Plan of Qualifying Unit with Corresponding Unit Number.** The apartment
375 owner shall maintain a floor plan of the leased unit to verify the number of bedrooms for
376 the qualified unit.
- 377
- 378 d) **Certified Copy of Lease Agreement.** The apartment owner shall maintain the lease
379 agreement for the qualified unit which clearly identifies the tenant or lease and the rental
380 amount and all rental considerations to occupy the said qualified unit.

381 **10. Auditor Provisions and Costs.**

382 The City shall contract with a Certified Public Accountant to conduct an audit to verify the
383 compliance and tax exemption qualification for the Act. The cost of the audit shall be paid for by
384 the apartment owner at the conclusion of the audit and issuance of the Audit Findings Report.

385 **11. Audit Procedures.**

386 a) **Audit Notification, Pre-Audit Meeting and Preparation.**

387 Every January, the City shall issue a "Notice of Intent to Audit Books and Records" to
388 the apartment owner. This Notice shall be sent by certified letter or hand delivered. The
389 Notice of Intent to Audit Books and Records will provide up to 60 days for the apartment
390 owner to prepare for the audit, gather the required documents for review and establish the
391 timeline to conduct the audit.

392

393 It is required the apartment owner, contract CPA and a representative of the City conduct
394 a pre-audit meeting to coordinate the audit, such as ensuring understanding of the audit
395 procedures, understanding of the record requirements and retention, location of the audit
396 to be conducted, etc. The apartment owner shall provide in writing which units, by unit
397 number, that qualify for the tax exemption under the Act. The apartment owner may
398 provide a 60-day waiver to expedite the audit.

399 **b) Audit Review.**

400 On the agreed timeline dates, the apartment owner shall provide a work space on-site for
401 the audit to be conducted. The records shall be provided to the contracted CPA for the
402 units that qualify for the tax exemption under the Act.

403 The contract auditor shall be diligent and conduct the review in the most efficient and
404 effective manner. Any missing records, the contract auditor shall issue in writing a
405 request for such missing records or documentation. The apartment owner shall provide
406 those records within 3 business days of the request or communicate in writing that those
407 records are not available.
408

409 **c) Notice of Proposed audit.**

410 Upon completion of the audit, the contract auditor, in conjunction with the City, shall
411 issue a "Notice of Proposed Audit Findings." This Notice will provide the audit
412 preliminary conclusions of which units qualify or do not qualify under the Act. This
413 Notice will also provide protest and appeal rights and the opportunity for the apartment
414 owner to provide any further documentation to justify the qualification of units.
415

416 The Audit Report shall itemize each unit included in the audit. Under each unit, the audit
417 shall describe the unit number and the number of bedrooms, income verified for the
418 household, and the verified lease amount. If the lease amount changes during the audit
419 period, the auditor shall average the lease amount for the entire year. The auditor shall
420 attach, as an appendix to the audit, all documents justifying the audit conclusions for each
421 unit.
422

423 The Notice of Proposed Audit Findings shall provide a period of 60 calendar days for the
424 apartment owner to provide documentation or to file a protest of the audit. If within 60
425 days, no action has been taken by the apartment owner, the audit findings will become
426 final. If within 60 days the apartment owner does provide additional records or
427 documentation, the contract auditor shall review such records and adjust the proposed
428 audit findings accordingly. If apartment owner disagrees with the audit findings, they
429 must file a protest within 60 days of the Notice of Proposed Audit Findings.
430

431 Once the audit becomes final, the contract auditor, in conjunction with the City shall
432 issue the "Notice of Final Audit Findings." If no protest has been filed, the Notice of

433 Final Audit Findings, along with the records and analysis of the audit report, shall be
434 delivered to the Property Appraiser.

435
436 The Property Appraiser shall make a determination of the findings and make the proper
437 property tax assessment to the apartment owner for the corresponding tax year.

438 **12. Audit Protest**

439 The apartment owner shall, within 60 days of the receipt of the Notice of Proposed Audit
440 Findings may file a written protest to the City Manager. The written protest shall state the
441 audit issues the apartment owner believes that affect the accuracy of the audit findings.
442 Within 30 days of receipt of the written protest, the City Manager shall issue a “Notice of
443 Decision (NOD).” If the apartment owner still disagrees with the NOD, they may file a legal
444 action as they deem appropriate.

445 **13. Non Compliance**

446 If the development does not comply with the Act for 30 years, then the City will consider
447 affordable housing units non-conforming uses and be subject to regulations below.

448
449 a) In the event that a property loses its qualification for affordability due to a violation of the
450 restrictive covenant, the city may enforce additional design regulations, landscaping
451 requirements, and enhanced amenities to ensure compatibility with surrounding uses.

452
453 b) Should construction on the affordable housing not commence within one year of the
454 issuance of the building permit, the property will be subject to entitlements permitted under
455 its zoning without the advantages provided by the preemptive provisions of F.S.166.04151.

456
457 c) Breaches of the 30-year commitments will incur fines of no less than \$5,000.00 per day for
458 each violation identified in the annual audit. The fine will apply for each day the annual audit
459 is not received by the city after March 1st of each year. The agreement includes an affidavit
460 confirming that such fines will constitute a lien on the property if not settled within 60 days
461 of the city's receipt of the audit by March 1st of each year. Furthermore, there is an
462 agreement to reimburse the city for any legal expenses incurred in enforcing these provisions.



City Council Meeting City of DeBary AGENDA ITEM

Subject: Budget Amendment Resolution 2024-02	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Elizabeth Bauer , Finance Director	
Meeting Hearing Date March 6, 2024	

REQUEST

The Finance Director is requesting the Mayor and City Council approve Resolution 2024-02 to amend the fiscal year 2023-2024 budget.

PURPOSE

This agenda item is needed at this time to amend the fiscal year 2023-2024 budget based on the results of the fiscal year 2022-2023 audit and to include items recommended/approved by the City Manager and decisions of the City Council since the start of this fiscal year.

CONSIDERATIONS

A budget amendment to FY 2024 is needed to adjust carry forwards, reserves, certain expenditures and revenues in all funds based on the FY 2023 audit results as well as recommendations/approvals of the City Manager and decisions of the City Council since the start of the fiscal year. The General Fund carry forward figures are being adjusted to the audited ending fund balances at the close of FY 2023. Carry forwards and reserves are also being adjusted in the other funds. Capital projects that were not completed in FY 2023 are being brought forward to the FY 2024 budget. During the budget process, based on Florida Statutes, 95% of revenues are budgeted. Expenditures are budgeted conservatively to avoid over runs during the year. The details of the amendment can be found on Schedule A which is part of the Resolution.

RECOMMENDATION

It is recommended that the City Council approve Resolution 2024-02 to amend the fiscal year 2023-2024 budget.

ATTACHMENTS

Resolution 2024-02
Schedule A

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF DEBARY, FLORIDA; AMENDING THE FISCAL YEAR 2023-2024 BUDGET, CHANGING CERTAIN REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. The City Council hereby ratifies and adopts the amendment hereto attached to and made part of this Resolution as Schedule "A" to the City of DeBary's Fiscal Year 2023-2024 Annual Operating Budget.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY the City Council of the City of DeBary, Florida this 6th day of March, 2024.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk

Account	Account #	(Rev)/Exp Current Budget	Amendment	(Rev)/Exp After Amend Budget	Description
Prior Year Carry Forward - Unassigned	001-3800-389-9000	(9,161,222)	(479,045)	(9,640,267)	Unassigned
Prior Year Carry Forward - Assigned	001-3800-389-9001	(2,471,218)	(2,071,130)	(4,542,348)	See ACFR
Prior Year Carry Forward - Committed	001-3800-389-9002	-	-	-	
Prior Year Carry Forward - Restricted	001-3800-389-9003	(107,251)	93,172	(14,079)	Inspections
Prior Year Carry Forward - Non spendable	001-3800-389-9004	(925)	(641,149)	(642,074)	Prepays
Public Works - Infrastructure	001-4100-541-6300	-	24,297	24,297	Archway Entrance Sign - South KI202212
Public Works - Infrastructure	001-4100-541-6300	24,297	1,125	25,422	Gateway Park Entrance KI202213
Grant Rev - Federal - Transportation	001-3300-331-4000	-	(263,600)	(263,600)	Safe Streets for All grant revenue
Public Works - Contracted Services	001-4100-541-3400	40,000	329,500	369,500	Grant match \$65,900
Parks & Rec - Building	001-7201-572-6200	-	125,000	125,000	RSP Operations Center
Grant - ECHO Revenue	001-3300-331-7011	-	(150,000)	(150,000)	RSP Operations Center
Grant - CDBG Revenue	001-3300-331-7001	-	(35,586)	(35,586)	RSP Operations Center
Parks & Rec - Building	001-7201-572-6200	125,000	20,000	145,000	RSP kitchen adopted FY23 carry forward to FY24
Donation Revenue	001-3600-366-0000	(5,000)	(15,000)	(20,000)	Founders Ball sponsors
City Manager - Operating Supplies	001-1200-512-5200	7,500	10,000	17,500	Groundbreaking event
Parks & Rec - Infrastructure	001-7201-572-6300	4,742,843	332,500	5,075,343	Alexander Island Ph I design KI202401 CC 11/1/24 Reserves
Parks & Rec - Professional Svcs	001-7201-572-3100	30,000	8,500	38,500	Alexander Island Feasibility Study KI202302
Parks & Rec - Equipment	001-7201-572-6400	85,000	39,000	124,000	Toro Sand Pro from FY23 CC 2/1/23
Parks & Rec - Rental Equipment	001-7203-572-4430	500	4,000	4,500	Bucket truck rental
Parks & Rec - Infrastructure	001-7201-572-6300	5,075,343	136,191	5,211,534	FKL restrooms Boulevard BO050323
Grant - CDBG Revenue	001-3300-331-7002	-	(20,199)	(20,199)	FKL restrooms balance of CDBG revenue
Parks & Rec - Contracted Svc	001-7201-572-3400	73,500	26,500	100,000	Motorized vessel exclusion zone CC 2/7/24

Account	Account #	(Rev)/Exp Current Budget	Amendment	(Rev)/Exp After Amend Budget	Description
Parks & Rec - Repairs & Maint	001-7203-572-4610	214,811	13,600	228,411	RSP Playground Equipment PO24-00666 CC 12/20/24
Public Works - Contract Svcs	001-4100-541-3400	369,500	13,000	382,500	Crush access road survey PO24-01017 CM 1/3/24
Fire - Machinery & Equipment	001-2200-522-6400	80,900	48,000	128,900	Cardiac monitor replacement carry forward from FY2023
Fire - Machinery & Equipment	001-2200-522-6400	128,900	641,349	770,249	Fire Truck prepaid FY23 - recognize expenditure upon delivery
Finance - Operating Supplies	001-1300-513-5200	7,500	2,500	10,000	Edmunds Web Application
Reserves - Assigned	001-9001-590-9901	-	1,500,000	1,500,000	Encumbrances \$500k Capital Proj \$1M
Reserves - Committed	001-9001-590-9902	-	-	-	
Reserves - Restricted	001-9001-590-9903	107,251	(57,251)	50,000	Inspection fees
Reserves - Non spendable	001-9001-590-9904	925	(925)	-	
Reserves - Unassigned	001-9001-590-9900	9,161,222	365,651	9,526,873	
Prior Year Carry Forward	120-3800-389-9000	(1,837,127)	(292,636)	(2,129,763)	
Stormwater - Rental Equipment	120-3800-538-4430	7,000	193,000	200,000	Pump rentals
Stormwater - Repairs & Maint - Equip	120-3800-538-4660	27,500	40,000	67,500	Pump and generator repairs
Stormwater - Repairs & Maint - Equip	120-3800-538-4660	67,500	22,908	90,408	Hydra Svc pump repairs CM 8/23/23 PO 24-00006
Grant - State - Physical Environment	120-3300-334-3000	-	(750,000)	(750,000)	FDEP grant Glen Abbey/Summerhaven pipes
Infrastructure	120-3800-538-6300	500,000	69,775	569,775	Glen Abbey/Summerhaven rehab assess BE202301
Infrastructure	120-3800-538-6300	569,775	680,225	1,250,000	Glen Abbey/Summerhaven rehab
Infrastructure	120-3800-538-6300	1,250,000	156,892	1,406,892	Pumps (2) at Plantation CC 2/21/24
Infrastructure	120-3800-538-6300	1,406,892	85,000	1,491,892	Dale Beasley and Khare CC 12/6/23 - 32 Bonita
Grant - Federal - Physical Environment	120-3300-331-3000	-	(250,000)	(250,000)	Comp Vulnerability Assess Grant SLRF thru FDEP
Stormwater - Contracted Svcs	120-3800-538-3400	16,000	250,000	266,000	Stanley Consultants ST202303
Reserves	120-9001-590-9900	875,296	(205,164)	670,132	
Prior Year Carry Forward	101-3800-389-9000	(502,728)	(113,727)	(616,455)	
Reserves	101-9001-590-9900	517,728	113,727	631,455	

Account	Account #	(Rev)/Exp Current Budget	Amendment	(Rev)/Exp Budget After Amend	Description
Prior Year Carry Forward Reserves	105-3800-389-9000	(411,575)	(70,895)	(482,470)	
	105-9001-590-9900	400,763	70,895	471,658	
Prior Year Carry Forward Reserves	115-3800-389-9000	(25,000)	(16,234)	(41,234)	
	115-9001-590-9900	25,000	16,234	41,234	
Prior Year Carry Forward Reserves	121-3800-389-9000	(20,000)	(13,088)	(33,088)	
	121-9001-590-9900	5,000	13,088	18,088	
Prior Year Carry Forward Reserves	125-3800-389-9000	(1,269,209)	(428,231)	(1,697,440)	
	125-9001-590-9900	396,394	428,231	824,625	
Prior Year Carry Forward Reserves	126-3800-389-9000	(800,000)	12,117	(787,883)	
	126-9001-590-9900	275,293	(12,117)	263,176	
Prior Year Carry Forward Infrastructure - Mobility Contracted Services Reserves	127-3800-389-9000	(642,393)	(284,596)	(926,989)	
	127-4100-541-6300	-	82,000	82,000	FT FL Rd / Barwick to RR KI202203 CC 3/2/22 CO 6/22+12/23
	127-4100-541-3400	-	52,000	52,000	NUE Urban Concepts CC 10/4/23
	127-9001-590-9900	142,443	150,596	293,039	
Prior Year Carry Forward Infrastructure Reserves	128-3800-389-9000	(288,085)	(187,101)	(475,186)	
	128-7201-572-6300	100,000	116,200	216,200	Kimley Horn Gateway Park entrance KI202304
	128-9001-590-9900	188,085	70,901	258,986	
Prior Year Carry Forward Reserves	129-3800-389-9000	(151,294)	(8,684)	(159,978)	
	129-9001-590-9900	51,294	8,684	59,978	
Prior Year Carry Forward Reserves	130-3800-389-9000	(131,169)	(57,948)	(189,117)	
	130-9001-590-9900	116,000	57,948	173,948	

Account	Account #	(Rev)/Exp Current Budget	Amendment	(Rev)/Exp Budget After Amend	Description
Prior Year Carry Forward	300-3800-389-9000	(2,800,000)	(1,661,126)	(4,461,126)	
Land - Stormwater	300-3800-538-6100	-	990,000	990,000	NOW Palm Dr property price plus legal estimate
Infra - Stormwater (see encumbered list) *	300-3800-538-6300	200,000	233,086	433,086	See encumbered list*
Infra - Transportation	300-4100-541-6300	-	208,423	208,423	Benson Junction KI202210
Infra - Transportation	300-4100-541-6300	-	37,365	37,365	Ft Fl Pt to Kalin ST202301
Reserves	300-9001-590-9900	-	192,252	192,252	
		6,788,759	-	6,788,759	

*Details of Fund 300 ARPA Infrastructure Stormwater 300-3800-538-6300

Woodbound 2&3 Shop Draw	NE202208	\$ 175
Site 1 W Highbanks	KI202204	72,162
Site 21 BKP Pump Station upgrade	NE202205 & NE2023	22,515
Site 22 BKP Irrigation Water Source	NE202206	8,327
Sites 13,14,15,19, Design & CEI	KI202207	13,212
Sites 2,3,4,5,6 Design & CEI	KI202205	12,467
Sites 8,9 Design & CEI	KI202206	14,009
Site 7 James Pond Pump Station	NE202204	41,384
Sites 12,18,20 Design & CEI	KI202208	30,765
Sites 16,17A,23,27 Design & CEI	KI202209	18,070
Misc Project and COs		200,000
Budget Amount		\$ 433,086



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

Subject: Final Plat, Springwalk at The Junction, Phase 2	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Steve E. Bapp, AICP Growth Management Director	
Meeting Hearing Date March 6, 2024	

REQUEST

The Applicant, Stanley Martin Homes, LLC, is seeking Final Plat approval for Springwalk at The Junction, Phase 2, which consists of 64 lots for single-family dwelling units.

PURPOSE

The Applicant is requesting approval of a Final Plat for the purpose of recording the plat and permitting sellable lots.

CONSIDERATIONS

On October 3, 2018, the City Council adopted Ordinance No. 10-2018, approving the DeBary Town Center Mixed Planned Unit Development (MPUD), commonly referred to as “The Junction”. With this approval, City Council authorized the zoning for a mixed use development of multiple phases referred to as “blocks” in the development agreement’s (DA) Preliminary Master Plan, one of which is a single-family development of 149 detached dwelling units. This block, Block II of the Preliminary Master Plan, became known as Springwalk at The Junction.

On May 26, 2020, the Development Review Committee conditionally approved the preliminary plat and construction plans for Springwalk at The Junction.

On December 9, 2020, a development order was issued by the City Manager.

The Applicant is now requesting Final Plat approval for Phase 2 of Springwalk at The Junction, which is comprised of Lots 87 to 150 for a total of 64 lots.

FINDINGS OF FACT

The City of DeBary Development Review Committee and City Attorney reviewed the request and provide for the following findings of fact:

- All requirements of the City’s Land Development Code and Florida Statutes have been addressed;
- The City’s Surveyor, in conformity with Chapter 177 of the Florida Statutes, has reviewed the Final Plat and the City Attorney has conducted a legal review of the Final Plat and the title opinion.

- On February 6, 2024, the Development Review Committee reviewed and recommended approval to the City Council of the Final Plat contingent on addressing outstanding staff comments. These staff comments have since been addressed.

COST/FUNDING

N/A

RECOMMENDATION

It is recommended the City Council approve the Final Plat for Springwalk at The Junction, Phase 2 subject to the following conditions of approval:

- Payment of all required fees, deposits, and costs as may be applicable or required pursuant to the Land Development Code (LDC), and other applicable laws, ordinances, and regulations shall be paid to the City prior to final plat approval and recording. The applicant shall be responsible for all recording costs associated with the plat and related documents.
- The original signed plat Mylar and all original executed plat related documents are to be promptly recorded in the Public Records of Volusia County, Florida, after final plat approval and only after satisfaction of all conditions of plat approval. Upon recording of the plat and plat related documents, the applicant shall provide the City with a recorded copy of the plat and plat documents to evidence proper recording.
- It is the responsibility of the entity subdividing the land to ensure that all applicable requirements of the LDC and Florida Statutes relative to the subdividing and development of property are met prior to the final plat approval and recording. The lots on the plat shall not be conveyed unless and until the conditions of approval have been satisfied and the plat as well as the plat related documents have been fully executed and recorded in the public records.

IMPLEMENTATION

The plat will be recorded with the Volusia County Clerk of the Courts

ATTACHMENTS

- Springwalk at The Junction, Phase 2 Final Plat
- Performance Bond
- Engineer's Opinion of Cost

SPRING WALK AT THE JUNCTION PHASE 2 SHEET 1 OF 7

MAP BOOK _____ PAGE _____

A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF BLOCKS 16 THROUGH 21 AND THE UNNAMED RIGHT OF WAY AND ALLEY'S VOLUSIA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 22, PAGE 34 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA, ALL LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN NORTH 00°28'30" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4, FOR A DISTANCE OF 886.52 FEET TO THE NORTHEAST CORNER OF SPRING WALK AT THE JUNCTION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 63, PAGES 85 THROUGH 90 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°31'30" WEST, FOR A DISTANCE OF 125.00 FEET; THENCE RUN NORTH 84°49'57" WEST, FOR A DISTANCE OF 55.18 FEET; THENCE RUN NORTH 89°31'30" WEST, FOR A DISTANCE OF 85.00 FEET; THENCE RUN NORTH 00°28'30" EAST, FOR A DISTANCE OF 115.00 FEET; THENCE RUN NORTH 89°31'30" WEST, FOR A DISTANCE OF 166.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 23°45'03", A CHORD BEARING OF NORTH 77°38'58" WEST AND A CHORD DISTANCE OF 24.69 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 24.87 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 65°46'26" WEST, FOR A DISTANCE OF 244.98 FEET; THENCE RUN SOUTH 24°13'34" WEST, FOR A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 65°46'26" WEST, FOR A DISTANCE OF 185.05 FEET; THENCE RUN NORTH 24°13'34" EAST, FOR A DISTANCE OF 356.50 FEET; THENCE RUN NORTH 65°46'26" WEST, FOR A DISTANCE OF 195.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17-92, STATE ROAD 15-600, PER DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79040-2544; THENCE RUN NORTH 24°13'34" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 67.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65°46'26" EAST, FOR A DISTANCE OF 291.20 FEET; THENCE RUN SOUTH 24°13'34" WEST, FOR A DISTANCE OF 8.50 FEET; THENCE RUN SOUTH 65°46'26" EAST, FOR A DISTANCE OF 224.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 23°45'03", A CHORD BEARING OF SOUTH 77°38'58" EAST AND A CHORD DISTANCE OF 72.02 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 72.54 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°31'30" EAST, FOR A DISTANCE OF 142.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 81°35'04", A CHORD BEARING OF SOUTH 48°43'58" EAST AND A CHORD DISTANCE OF 71.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 78.32 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 89°31'30" EAST, FOR A DISTANCE OF 125.59 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 4; THENCE RUN SOUTH 00°28'30" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 477.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 365,236 SQUARE FEET, OR 8.38 ACRES, MORE OR LESS.

LEGEND:		□	RECOVERED 4"X 4" CONCRETE MONUMENT (PRM) W/DISC LB#6723 UNLESS OTHERWISE NOTED
O.R.	OFFICIAL RECORDS BOOK	■	SET 4"X 4" CONCRETE MONUMENT (PRM) W/DISC LB#6723
PG(S).	DENOTES PAGE(S)	●	SET NAIL AND DISC LB#6723 PERMANENT CONTROL POINT (PCP)
(OA)	OVERALL DIMENSION	◎	SET NAIL AND DISC LB#6723 PERMANENT REFERENCE MONUMENT (PRM)
C.U.E.	COUNTY UTILITY EASEMENT	P.C.	POINT OF CURVATURE
W.S.M.E.	INDIVIDUAL WATER AND SANITARY SEWER SERVICES MAINTENANCE EASEMENT	P.T.	POINT OF TANGENCY
U.E.	UTILITY EASEMENT	N.T.	NON-TANGENCY
R/W	RIGHT-OF-WAY	R	RADIUS
☉	CENTERLINE	Δ	DELTA
LB	LICENSED BUSINESS	C	CHORD DISTANCE
●	CHANGE IN DIRECTION	CB	CHORD BEARING
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	L	ARC LENGTH
MB	MAP BOOK	P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT	N.R.	NON-RADIAL
DEPT.	DEPARTMENT	P.I.	POINT OF INTERSECTION
MB	MAP BOOK		
○	FOUND IRON ROD OR PIPE AS NOTED		
▨	GAS EASEMENT AGREEMENT PER OFFICIAL RECORDS BOOK _____, PAGE _____		

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GEOSPATIAL SERVICES
www.allen-company.com

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

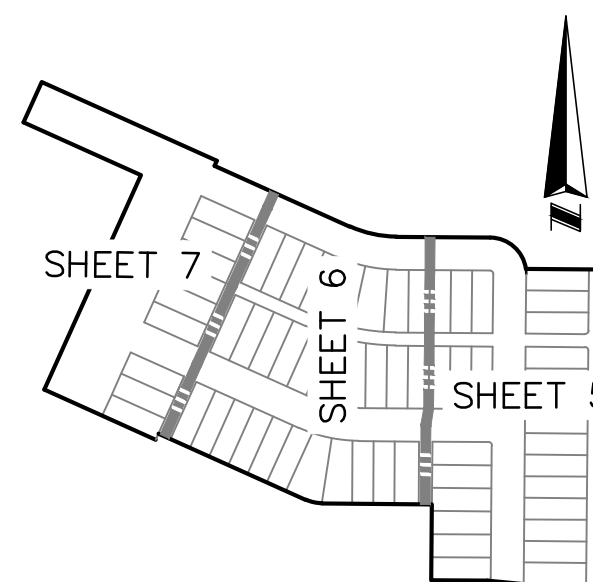
SHEET INDEX

SHEET 1 OF 7	– LEGAL DESCRIPTION, DEDICATIONS AND LEGEND
SHEET 2 OF 7	– NOTES
SHEET 3 OF 7	– VICINITY MAP
SHEET 4 OF 7	– BOUNDARY INFORMATION
SHEET 5 THROUGH 7 OF 7	– LOT & TRACT GEOMETRY

NOTICE:

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

DESIGNER/ENGINEER:
CPH
500 WEST FULTON STREET
SANFORD, FL 32771
(407)322-6841



KEY MAP

NOT TO SCALE
(FOR LOT AND TRACT GEOMETRY SEE SHEETS 5-7)

**DEDICATION
SPRING WALK AT THE JUNCTION PHASE 2**

KNOW ALL MEN BY THESE PRESENTS, THAT THE JUNCTION COMMUNITY DEVELOPERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNERS IN FEE SIMPLE OF LOTS 114 THROUGH 119 AND LOTS 126 THROUGH 131 OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED SPRING WALK AT THE JUNCTION PHASE 2, LOCATED IN THE CITY OF DEBARY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED, INCLUDING AS SET FORTH IN THE PLAT NOTES, AND DEDICATES ALL STREETS, AND UTILITY EASEMENTS SHOWN OR DESCRIBED THEREON TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF DEBARY, FLORIDA FOR THE PROPER PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, THE JUNCTION COMMUNITY DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____ 2024.

THE JUNCTION COMMUNITY DEVELOPERS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
By: MERCEDES PREMIER HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
By: LANDSEA HOMES US CORPORATION, A DELAWARE CORPORATION, ITS MANAGER

By: _____
PRINTED NAME: BILLY FORGE
TITLE: VICE PRESIDENT

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ON LINE NOTARIZATION THIS _____ DAY OF _____, 2024, BY BILLY FORGE, VICE PRESIDENT OF LANDSEA HOMES US CORPORATION, A DELAWARE CORPORATION, ACTING IN ITS CAPACITY AS MANAGER OR MERCEDES PREMIER HOMES, A FLORIDA LIMITED LIABILITY COMPANY, ACTING IN ITS CAPACITY AS MANAGER OF THE JUNCTION COMMUNITY DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO [_____] IS PERSONALLY KNOWN TO ME, OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

(SIGNATURE OF NOTARY PUBLIC)

(PRINTED NAME OF NOTARY PUBLIC)
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

**DEDICATION
SPRING WALK AT THE JUNCTION PHASE 2**

KNOW ALL MEN BY THESE PRESENTS, THAT STANLEY MARTIN HOMES, LLC., A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNERS IN FEE SIMPLE OF ALL THE LANDS DESCRIBED IN THE ATTACHED PLAT, EXCEPT LOTS 114 THROUGH 119 AND LOTS 126 THROUGH 131, ENTITLED SPRING WALK AT THE JUNCTION PHASE 2, LOCATED IN THE CITY OF DEBARY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED, INCLUDING AS SET FORTH IN THE PLAT NOTES, AND DEDICATES ALL STREETS, AND UTILITY EASEMENTS SHOWN OR DESCRIBED THEREON TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF DEBARY, FLORIDA FOR THE PROPER PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, STANLEY MARTIN HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____ 2024.

THE STANLEY MARTIN HOMES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
PRINTED NAME:
TITLE:

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

STATE OF FLORIDA, COUNTY _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ON LINE NOTARIZATION THIS _____ DAY OF _____, 2024, BY _____ OF STANLEY MARTIN HOMES, LLC., A DELAWARE LIMITED LIABILITY COMPANY, WHO [_____] IS PERSONALLY KNOWN TO ME, OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

(SIGNATURE OF NOTARY PUBLIC)

(PRINTED NAME OF NOTARY PUBLIC)
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

**CERTIFICATE OF APPROVAL BY THE
LAND DEVELOPMENT MANAGER**

THIS IS TO CERTIFY THAT ON _____ THIS PLAT WAS APPROVED.
By _____
LAND DEVELOPMENT MANAGER OR HIS AUTHORIZED REPRESENTATIVE

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ AT _____ FILE NO. _____
By _____ DEPUTY CLERK
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

**CERTIFICATE OF APPROVAL BY THE
CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA**

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

CITY CLERK OF THE CITY OF DEBARY _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A PROFESSIONAL LAND SURVEYOR AND MAPPER LICENSED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND IT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF F.S. CH. 177.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 6723
16 East Plant Street
Winter Garden, Florida 34787

**CERTIFICATE OF APPROVAL BY THE
CITY OF DEBARY SURVEYOR**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, FLORIDA STATUTES.

REVIEWING SURVEYOR
FOR CITY OF DEBARY

DATE _____
_____, PSM
SURVTECH SOLUTIONS, INC.
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER _____

SPRING WALK AT THE JUNCTION PHASE 2

SHEET 2 OF 7

MAP BOOK _____ PAGE _____

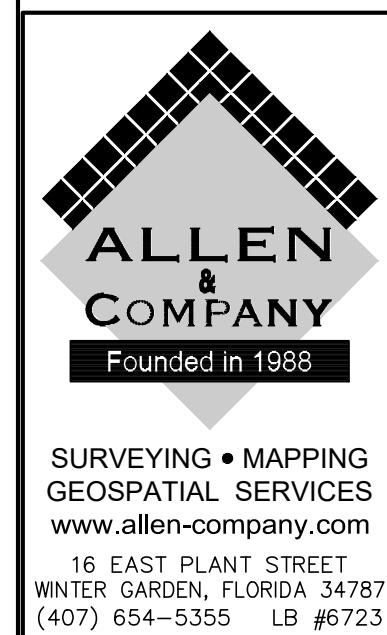
A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4,
TOWNSHIP 19 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF THE U.S. HIGHWAY 17-92 (STATE ROAD 15-600), BEING NORTH 24°13'34" EAST.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
3. ALL PLATTED EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO BE OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. THE LANDS SHOWN HEREON ARE SUBJECT TO THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEBARY TOWN CENTER BY DEBARY TOWN CENTER, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY (MASTER ASSOCIATION), AS RECORDED IN OFFICIAL RECORDS BOOK 8014, PAGE 2908 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRING WALK AT JUNCTION HOMEOWNERS ASSOCIATION, INC, A FLORIDA NOT FOR PROFIT CORPORATION (ASSOCIATION), AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. TRACTS A-1, A-3, A-6, AND A-7 (ALLEY) ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION. THERE IS HEREBY CREATED, GRANTED AND RESERVED FOR THE BENEFIT OF THE CITY OF DEBARY, OTHER AUTHORITIES OF LAW, AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH TRACTS A-1, A-3, A-6, AND A-7 (ALLEY) FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE COMMON AREA AND LOTS INCLUDING BUT NOT LIMITED TO, POSTAL SERVICES FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.
6. THE CITY OF DEBARY SHALL ONLY BE RESPONSIBLE FOR THE OPERATION, MAINTENANCE AND REPAIR OF UTILITIES IT ACCEPTS FOR MAINTENANCE OR CONSTRUCTS WITHIN THE UTILITY EASEMENT AREAS. THE SURFACE AREA OF UTILITY EASEMENTS SHALL BE MOWED AND MAINTAINED BY THE FEE SIMPLE OWNER OF LOT OR TRACT ENCUMBERED BY SUCH EASEMENT(S).
7. THE CITY OF DEBARY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL STORMWATER MANAGEMENT SYSTEMS AND FACILITIES, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS, PONDS, BERMS, CONTROL STRUCTURES, WEIRS, PIPES, DITCHES, SWALES, GUTTERS, INLETS, MANHOLES, OUTFALLS, UNDERDRAINS AND OTHER IMPROVEMENTS AND AREAS NOT DEDICATED TO THE PUBLIC OR THE CITY, INCLUDING, WITHOUT LIMITATION, TRACTS A, B AND C (RETENTION PONDS) AND THE IMPROVEMENTS THEREON, WHICH INCLUDES THE RIGHT OF REASONABLE INGRESS AND EGRESS OVER AND THROUGH PRIVATE ROADS, DRAINAGE TRACTS AND DRAINAGE EASEMENTS OF THE SUBDIVISION, AND THE RIGHT TO MAKE ALTERATIONS TO AND UTILIZE THE STORMWATER MANAGEMENT SYSTEM AND FACILITIES DURING EMERGENCY CONDITIONS FOR THE PROTECTION OF THE PUBLIC HEALTH, SAFETY AND WELFARE. IN THE EVENT ANY OR ALL OF THE SAID SYSTEMS, FACILITIES, IMPROVEMENTS, PROPERTIES OR AREAS: (I) ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF DEBARY LAND DEVELOPMENT CODE, IN ACCORDANCE WITH GOOD ENGINEERING PRACTICES, OR IN CONFORMANCE WITH APPROVED PLANS AND SPECIFICATIONS, (II) BECOME A NUISANCE OR A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE, OR (III) IN THE EVENT THE CITY OF DEBARY EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF DEBARY OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS, ENGINEERING COSTS, AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF DEBARY. THE CHARGES AGAINST THE LOT OWNERS OF THE SUBDIVISION FOR THE AFORESAID COSTS SHALL BE IN A PRO-RATA SHARE BASED ON A METHODOLOGY TO BE DETERMINED BY THE CITY TO BE EQUITABLE. IF SAID COSTS ARE NOT PAID WITHIN 20 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, MONETARY JUDGMENT, OR AS MAY OTHERWISE BE PERMITTED BY LAW OR AN ACTION IN EQUITY. THIS RIGHT, AND THE CITY OF DEBARY'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF DEBARY TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID STORMWATER MANAGEMENT SYSTEMS AND FACILITIES, INCLUDING WITH RESPECT TO ANY SYSTEMS, FACILITIES OR IMPROVEMENTS PREVIOUSLY MAINTAINED, REPAIRED OR REPLACED OR OTHERWISE CARED FOR BY THE CITY.
8. TRACT A (DRAINAGE) OF THIS PLAT, SHALL BE OWNED AND MAINTAINED BY THE MASTER ASSOCIATION. THE CITY OF DEBARY IS HEREBY DEDICATED A NON-EXCLUSIVE DRAINAGE EASEMENT FROM THE PUBLIC RIGHTS-OF-WAY WITHIN AND ADJACENT TO THE LANDS WITHIN THIS PLAT INTO TRACT A (DRAINAGE) OF THIS PLAT, TRACTS A, B AND C, SPRING WALK AT THE JUNCTION PHASE 1 (MB 63, PG 85-90), AND THE SUBDIVISION STORMWATER DRAINAGE SYSTEM. THE CITY OF DEBARY SHALL NOT HAVE ANY OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT RESPONSIBILITY CONCERNING TRACT A (DRAINAGE) OR ANY IMPROVEMENTS THEREON.
9. TRACT E-1 IS A PRIVATE ENTRANCE COMMON AREA TRACT TO BE OWNED AND MAINTAINED BY THE SPRING WALK AT THE JUNCTION HOMEOWNERS ASSOCIATION, INC. THERE IS HEREBY CREATED, GRANTED, AND RESERVED FOR THE BENEFIT OF THE CITY OF DEBARY, FLORIDA, OTHER AUTHORITIES OF LAW, OTHER PUBLIC SERVICES, UTILITY, AND EMERGENCY SERVICE PROVIDERS, AS WELL AS THE PUBLIC, A PERMANENT NON-EXCLUSIVE ACCESS EASEMENT OVER, UNDER, THROUGH, AND ACROSS TRACT E-1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS, AND FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO POSTAL SERVICES, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES, AND OTHER PUBLIC AND EMERGENCY SERVICES TO THE LOTS, TRACTS, RIGHT OF WAYS, AND COMMON AREAS BEING DEDICATED BY THIS PLAT. IN ADDITION, A NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT IS HEREBY RESERVED AND DEDICATED TO THE CITY OF DEBARY, FLORIDA AND VOLUSIA COUNTY, FLORIDA OVER, UNDER, AND THROUGH TRACT E-1 (ENTRANCE TRACT).

EASEMENTS OR PLATS AFFECTING THE PROPERTY:

1. EASEMENT GRANTED TO FLORIDA PUBLIC SERVICE COMPANY RECORDED APRIL 5, 1930 IN DEED BOOK 236, PAGE 268, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED DECEMBER 13, 1996 IN OFFICIAL RECORDS BOOK 4162, PAGE 50 AND SUBORDINATION OF UTILITY INTERESTS BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FLORIDA POWER CORPORATION RECORDED DECEMBER 17, 1997 IN OFFICIAL RECORDS BOOK 4261, PAGE 1216, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON.
2. EASEMENT GRANTED TO HOUSTON TEXAS GAS AND OIL CORPORATION IN THAT CERTAIN ORDER OF TAKING BY RECORDED JUNE 9, 1959 IN BOOK 205, PAGE 456 AND FINAL JUDGMENT RECORDED AUGUST 25, 1959 IN OFFICIAL RECORDS 224, PAGE 610, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTEREST RECORDED SEPTEMBER 24, 1998 IN OFFICIAL RECORDS BOOK 4349, PAGE 4850, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.
3. ACCESS EASEMENT AGREEMENT BY AND BETWEEN INTEGRA 289 EXCHANGE, LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP AND DEBARY TOWN CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 2, 2018 IN OFFICIAL RECORDS BOOK 7605, PAGE 1253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS A BENEFICIAL EASEMENT. OFFSITE EASEMENT NOT SHOWN GRAPHICALLY.
4. CROSS ACCESS EASEMENT AGREEMENT BY AND BETWEEN INTEGRA 289 EXCHANGE, LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP AND DEBARY TOWN CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 2, 2018 IN OFFICIAL RECORDS BOOK 7605, PAGE 1264, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AFFECTED BY SUBORDINATION AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED JULY 8, 2020 IN OFFICIAL RECORDS BOOK 7875, PAGE 3823, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS A BENEFICIAL EASEMENT. OFFSITE EASEMENT NOT SHOWN GRAPHICALLY.
5. RECIPROCAL DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN INTEGRA 289 EXCHANGE, LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP AND DEBARY TOWN CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 2, 2018 IN OFFICIAL RECORDS BOOK 7605, PAGE 1280, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS A BENEFICIAL EASEMENT. OFFSITE EASEMENT NOT SHOWN GRAPHICALLY.
6. DRAINAGE AND UTILITY EASEMENT AGREEMENT BY AND BETWEEN INTEGRA 289 EXCHANGE, LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP AND DEBARY TOWN CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 2, 2018 IN OFFICIAL RECORDS BOOK 7605, PAGE 1298, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS A BENEFICIAL EASEMENT. OFFSITE EASEMENT NOT SHOWN GRAPHICALLY.
7. TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT BY AND BETWEEN THE JUNCTION COMMUNITY DEVELOPERS LLC, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP AND DEBARY TOWN CENTER L.L.C., A FLORIDA LIMITED LIABILITY COMPANY RECORDED MARCH 26, 2021 IN OFFICIAL RECORDS BOOK 8014, PAGE 2985, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
8. UNDERGROUND EASEMENT (BUSINESS) GRANTED TO FLORIDA POWER & LIGHT COMPANY RECORDED FEBRUARY 8, 2022 IN OFFICIAL RECORDS BOOK 8200, PAGE 2117, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON.
9. LAND DEVELOPMENT ORDINANCE NO. 10-01 BY THE CITY COUNCIL OF THE CITY OF DEBARY RECORDED FEBRUARY 21, 2003 IN OFFICIAL RECORDS BOOK 5021, PAGE 3031, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AFFECTED BY ORDINANCE NO. 07-05 OF THE CITY COUNCIL OF THE CITY OF DEBARY RECORDED MAY 19, 2005 IN OFFICIAL RECORDS BOOK 5556, PAGE 3118 AND SECOND AMENDMENT TO EMPIRE CATTLE MIXED USE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT PLAN RECORDED AUGUST 11, 2005 IN OFFICIAL RECORDS BOOK 5624, PAGE 796, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
10. ORDINANCE NO. 10-18 APPROVING DEVELOPMENT AGREEMENT WITH DEBARY TOWN CENTER RECORDED DECEMBER 21, 2018 IN OFFICIAL RECORDS BOOK 7637, PAGE 1655, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
11. UTILITY SERVICE AGREEMENT FOR INTEGRA 289 EXCHANGE (POTABLE WATER, RECLAIMED WATER AND SEWER RECORDED JANUARY 17, 2019 IN OFFICIAL RECORDS BOOK 7646, PAGE 822 AS AFFECTED BY FIRST AMENDMENT TO THE JANUARY 11, 2019 UTILITY SERVICE AGREEMENT BETWEEN THE COUNTY, INTEGRA 289 THE EXCHANGE AND DEBARY TOWN CENTER (POTABLE WATER, RECLAIMED WATER AND SEWER) RECORDED JUNE 13, 2019 IN OFFICIAL RECORDS BOOK 7706, PAGE 4807, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
12. UTILITY SERVICE AGREEMENT FOR THE JUNCTION (POTABLE WATER RECLAIMED WATER AND SEWER) RECORDED JANUARY 4, 2021 IN OFFICIAL RECORDS BOOK 7966, PAGE 4951, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
13. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEBARY TOWN CENTER BY DEBARY TOWN CENTER, L.L.C., A FLORIDA LIMITED LIABILITY, RECORDED MARCH 26, 2021 IN OFFICIAL RECORDS BOOK 8014, PAGE 2908, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.
14. DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPRING WALK AT THE JUNCTION RECORDED MARCH 25, 2022 IN OFFICIAL RECORDS BOOK 8225, PAGE 4097; FIRST SUPPLEMENTAL DECLARATION F COVENANTS AND RESTRICTIONS FOR SPRING WALK AT THE JUNCTION RECORDED JANUARY 5, 2024 IN OFFICIAL RECORDS BOOK 8503, PAGE 4667; AND FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPRING WALK AT TH EUNCTION RECORDED JANUARY 5, 2024 IN OFFICIAL RECORDS BOOK 8503, PAGE 4673, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND DOES NOT CREATE ANY PLOTTABLE EASEMENT.



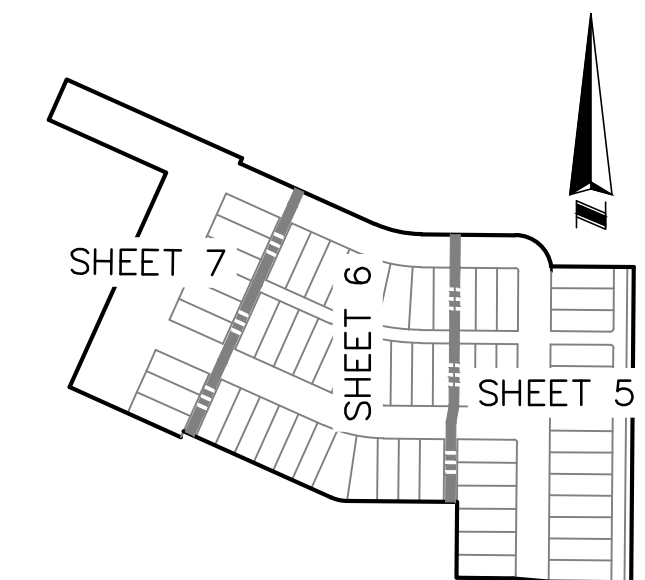
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- SHEET 1 OF 7 - LEGAL DESCRIPTION, DEDICATIONS AND LEGEND
- SHEET 2 OF 7 - NOTES
- SHEET 3 OF 7 - VICINITY MAP
- SHEET 4 OF 7 - BOUNDARY INFORMATION
- SHEET 5 THROUGH 7 OF 7 - LOT & TRACT GEOMETRY

NOTICE:

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

DESIGNER/ENGINEER:
CPH
500 WEST FULTON STREET
SANFORD, FL 32771
(407)322-6841



KEY MAP

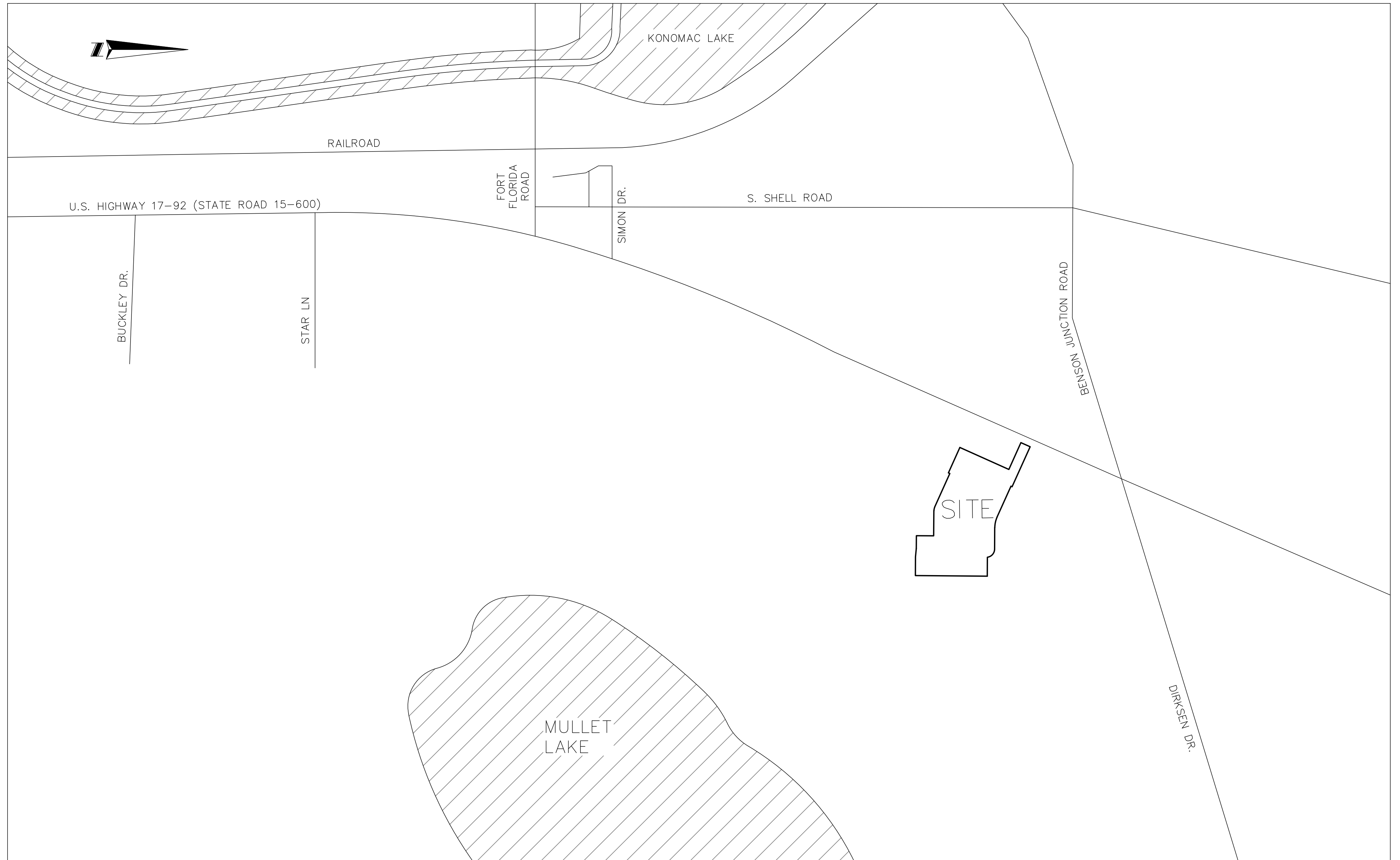
NOT TO SCALE
(FOR LOT AND TRACT
GEOMETRY
SEE SHEETS 5-7)

SPRING WALK AT THE JUNCTION PHASE 2

SHEET 3 OF 7

MAP BOOK _____ PAGE _____

A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4,
TOWNSHIP 19 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA



VICINITY MAP
1"=400.00'

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SPRING WALK AT THE JUNCTION PHASE 2

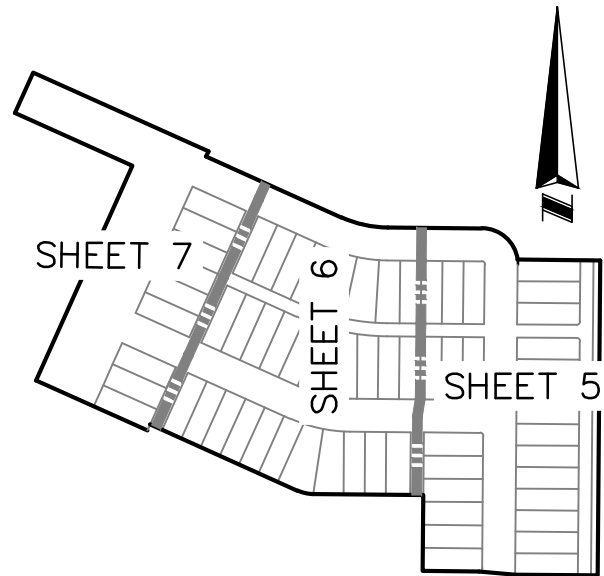
SHEET 4 OF 7

MAP BOOK _____ PAGE _____

A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,
LYING IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	60.00'	N77°38'58"W	24.69'	023°45'03"	24.87'
C2	175.00'	S77°38'58"E	72.02'	023°45'03"	72.54'
C3	55.00'	S48°43'58"E	71.86'	081°35'04"	78.32'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°31'30"W	125.00'
L2	N84°49'57"W	55.18'
L3	N89°31'30"W	85.00'
L4	N00°28'30"E	115.00'
L5	N89°31'30"W	166.79'
L6	N65°46'26"W	244.98'
L7	S24°13'34"W	10.00'
L8	N65°46'26"W	185.05'
L9	N24°13'34"E	356.50'
L10	N65°46'26"W	195.20'
L11	N24°13'34"E	67.00'
L12	S65°46'26"E	291.20'
L13	S24°13'34"W	8.50'
L14	S65°46'26"E	224.68'
L15	S89°31'30"E	142.44'
L16	S89°31'30"E	125.59'
L17	S00°28'30"W	477.56'



KEY MAP
NOT TO SCALE
(FOR LOT AND TRACT GEOMETRY
SEE SHEETS 5-7)

NORTH 1/4 CORNER
SECTION 9-19S-30E
FOUND 2" IRON PIPE NO
IDENTIFICATION CERTIFIED
CORNER RECORD #63918

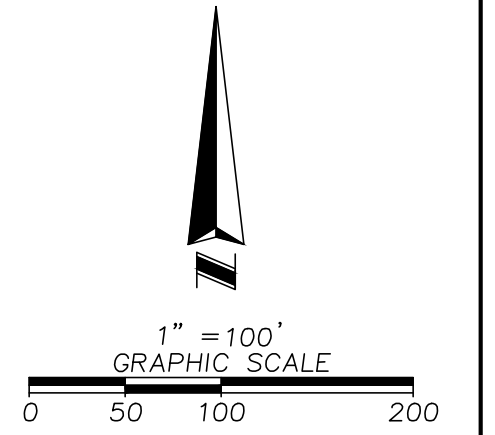
SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST

S 89°54'12" W 2648.26'

NORTH LINE OF THE NORTHEAST 1/4 SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST

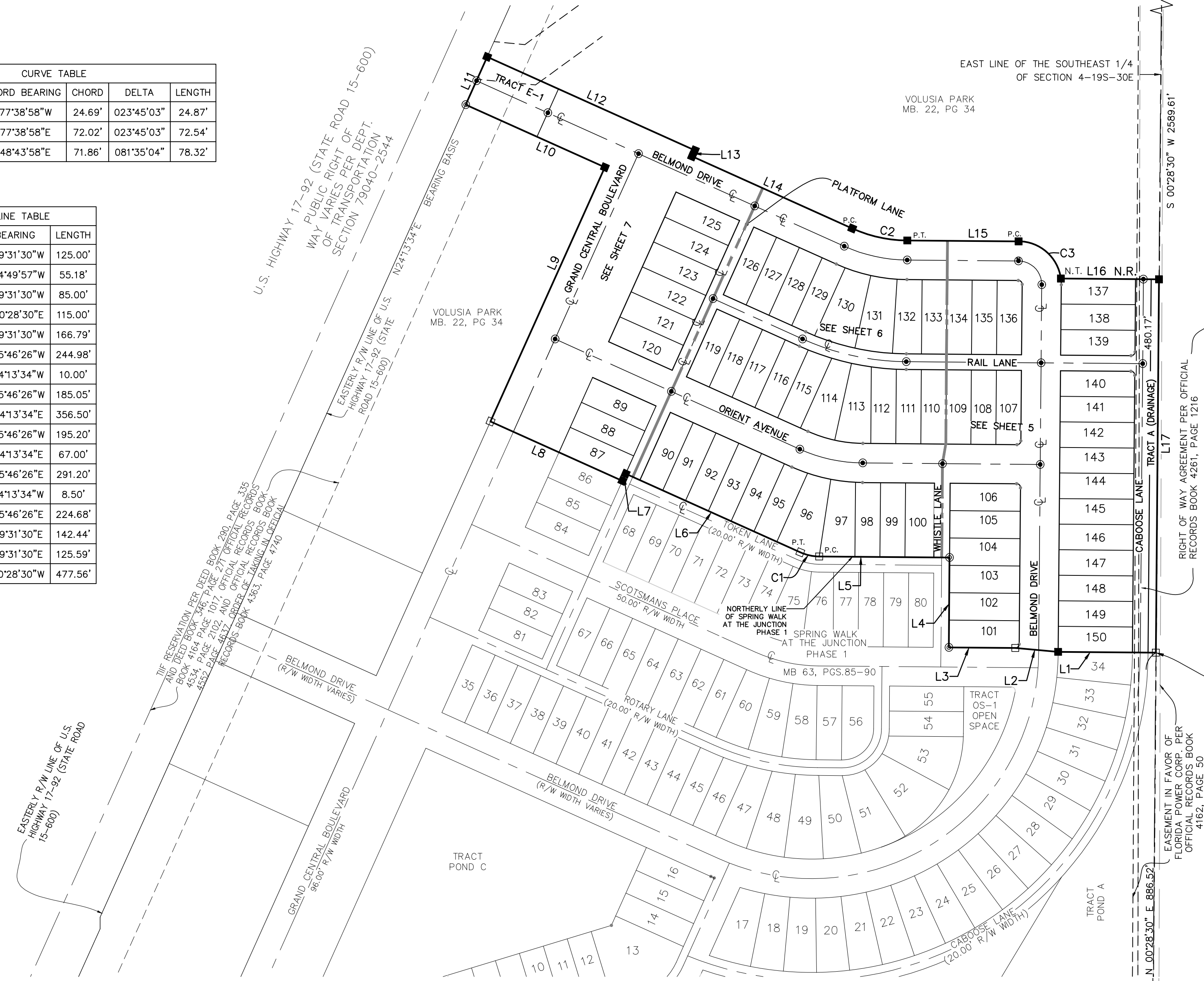
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION
4-19S-30E FOUND 4"x4" CONCRETE
MONUMENT NO IDENTIFICATION
CERTIFIED CORNER RECORD #63919

EAST 1/4 CORNER SECTION
4-19S-30E FOUND 5/8" IRON
ROD & CAP LB #5698 NO
CERTIFIED CORNER RECORD



NOT PLATTED

POINT OF BEGINNING
NORTHEAST CORNER OF SPRING
WALK AT THE JUNCTION PHASE 1
MB 63, PAGES 85-90

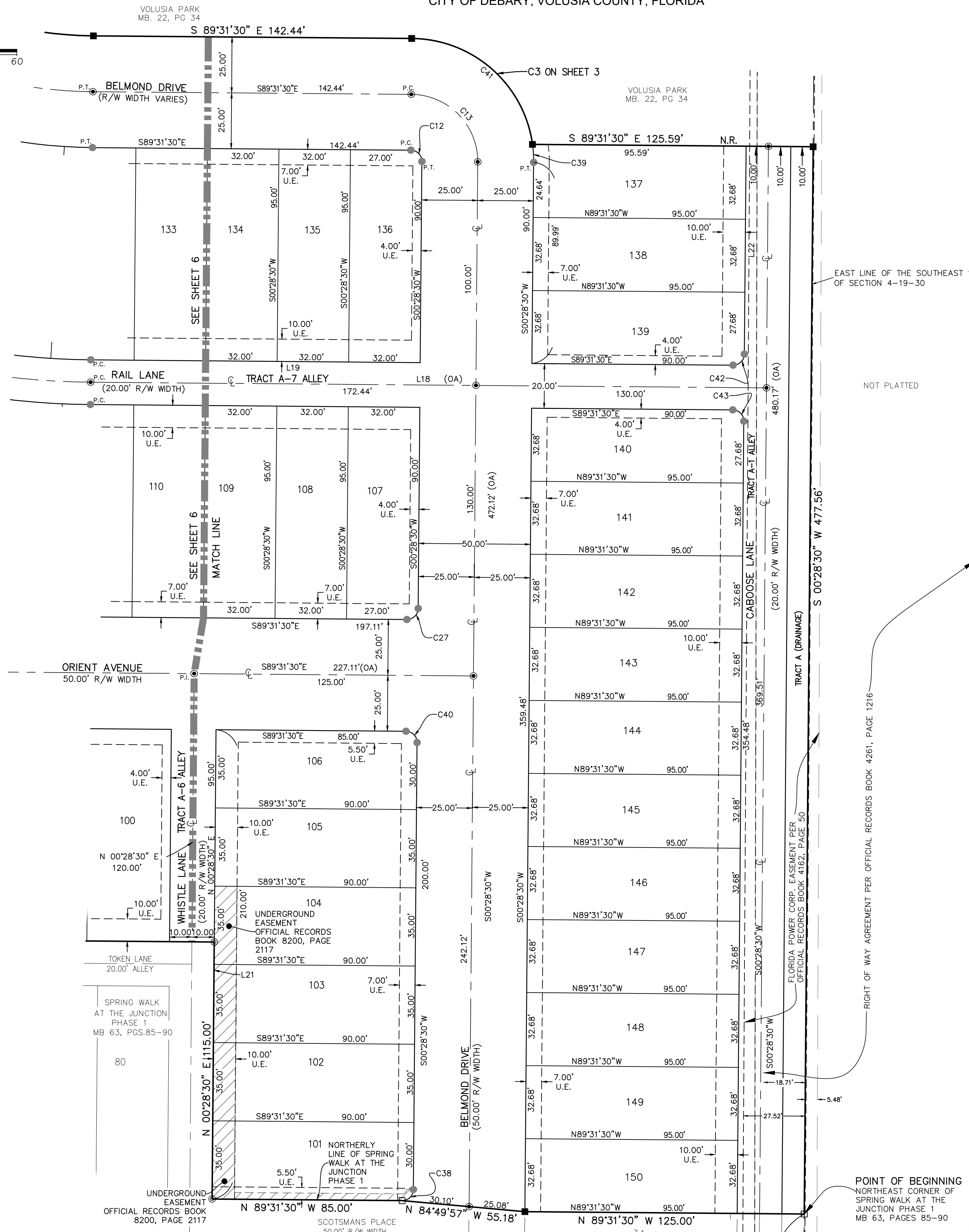
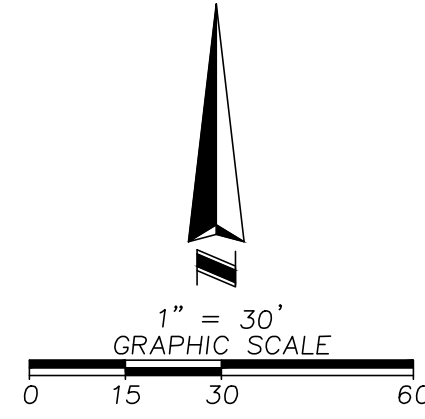


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SPRING WALK AT THE JUNCTION PHASE 2 SHEET 5 OF 7

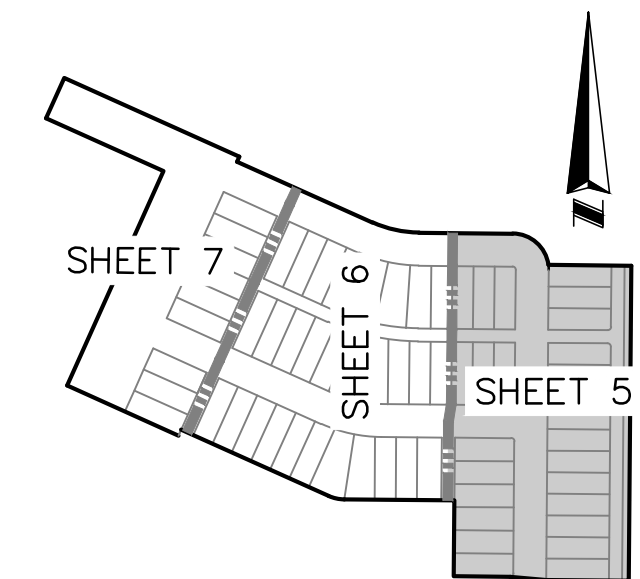
MAP BOOK _____ PAGE _____

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OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4,
TOWNSHIP 19 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	LENGTH
L18	S89°31'30"E	302.44'
L19	S89°31'30"E	147.44'
L21	N00°28'30"E	210.00'
L22	S00°28'30"W	93.04'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	5.00'	N44°31'30"W	7.07'	090°00'00"	7.85'
C13	30.00'	N44°31'30"W	42.43'	090°00'00"	47.12'
C27	5.00'	N45°28'30"E	7.07'	090°00'00"	7.85'
C38	5.00'	N45°28'30"E	7.07'	090°00'00"	7.85'
C39	55.00'	N03°43'58"W	8.07'	008°24'56"	8.08'
C40	5.00'	N44°31'30"W	7.07'	090°00'00"	7.85'
C41	55.00'	N44°31'30"W	77.78'	090°00'00"	86.39'
C42	5.00'	N45°28'30"E	7.07'	090°00'00"	7.85'
C43	5.00'	N44°31'30"W	7.07'	090°00'00"	7.85'



KEY MAP

NOT TO SCALE
(FOR LOT AND TRACT
GEOMETRY
SEE SHEETS 5-7)

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SPRING WALK AT THE JUNCTION PHASE 2

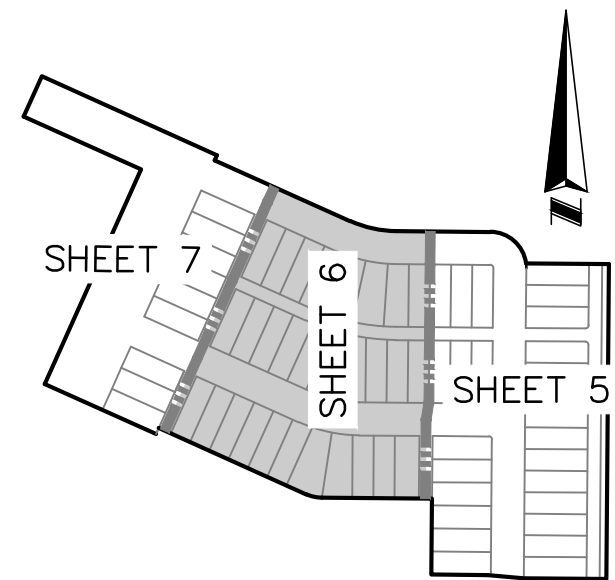
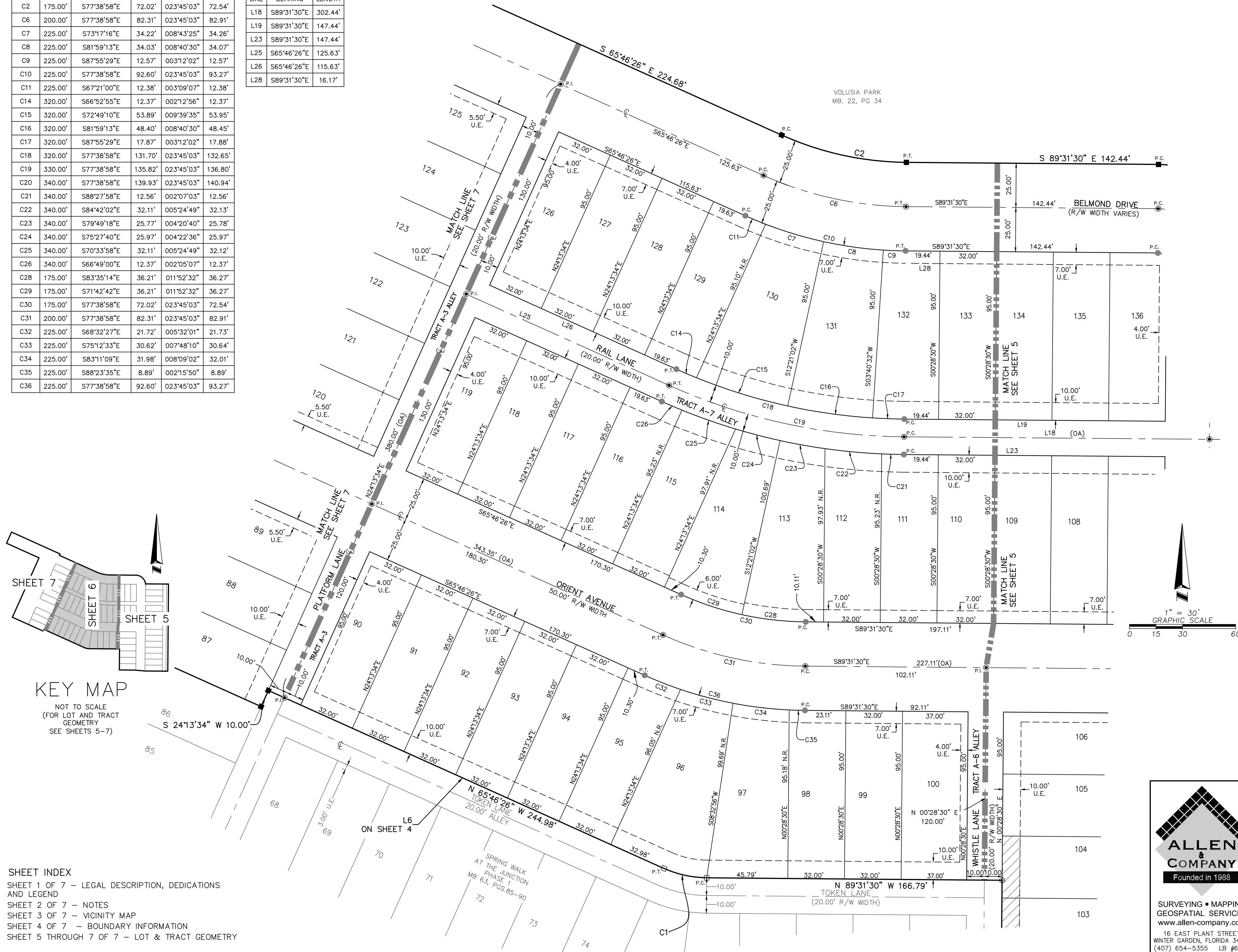
SHEET 6 OF 7

MAP BOOK _____ PAGE _____

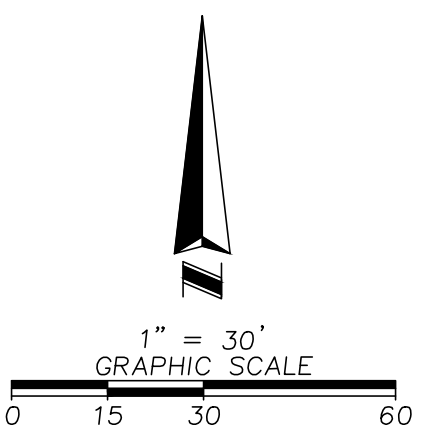
A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4,
TOWNSHIP 19 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	60.00'	N77°38'58"W	24.69'	023°45'03"	24.87'
C2	175.00'	S77°38'58"E	72.02'	023°45'03"	72.54'
C6	200.00'	S77°38'58"E	82.31'	023°45'03"	82.91'
C7	225.00'	S73°17'16"E	34.22'	008°43'25"	34.26'
C8	225.00'	S81°59'13"E	34.03'	008°40'30"	34.07'
C9	225.00'	S87°55'29"E	12.57'	003°12'02"	12.57'
C10	225.00'	S77°38'58"E	92.60'	023°45'03"	93.27'
C11	225.00'	S67°21'00"E	12.38'	003°09'07"	12.38'
C14	320.00'	S66°52'55"E	12.37'	002°12'56"	12.37'
C15	320.00'	S72°49'10"E	53.89'	009°39'35"	53.95'
C16	320.00'	S81°59'13"E	48.40'	008°40'30"	48.45'
C17	320.00'	S87°55'29"E	17.87'	003°12'02"	17.88'
C18	320.00'	S77°38'58"E	131.70'	023°45'03"	132.65'
C19	330.00'	S77°38'58"E	135.82'	023°45'03"	136.80'
C20	340.00'	S77°38'58"E	139.93'	023°45'03"	140.94'
C21	340.00'	S88°27'58"E	12.56'	002°07'03"	12.56'
C22	340.00'	S84°42'02"E	32.11'	005°24'49"	32.13'
C23	340.00'	S79°49'18"E	25.77'	004°20'40"	25.78'
C24	340.00'	S75°27'40"E	25.97'	004°22'36"	25.97'
C25	340.00'	S70°33'58"E	32.11'	005°24'49"	32.12'
C26	340.00'	S66°49'00"E	12.37'	002°05'07"	12.37'
C28	175.00'	S83°35'14"E	36.21'	011°52'32"	36.27'
C29	175.00'	S71°42'42"E	36.21'	011°52'32"	36.27'
C30	175.00'	S77°38'58"E	72.02'	023°45'03"	72.54'
C31	200.00'	S77°38'58"E	82.31'	023°45'03"	82.91'
C32	225.00'	S68°32'27"E	21.72'	005°32'01"	21.73'
C33	225.00'	S75°12'33"E	30.62'	007°48'10"	30.64'
C34	225.00'	S83°11'09"E	31.98'	008°09'02"	32.01'
C35	225.00'	S88°23'35"E	8.89'	002°15'50"	8.89'
C36	225.00'	S77°38'58"E	92.60'	023°45'03"	93.27'

LINE TABLE		
LINE	BEARING	LENGTH
L18	S89°31'30"E	302.44'
L19	S89°31'30"E	147.44'
L23	S89°31'30"E	147.44'
L25	S65°46'26"E	125.63'
L26	S65°46'26"E	115.63'
L28	S89°31'30"E	16.17'



SHEET INDEX
 SHEET 1 OF 7 - LEGAL DESCRIPTION, DEDICATIONS AND LEGEND
 SHEET 2 OF 7 - NOTES
 SHEET 3 OF 7 - VICINITY MAP
 SHEET 4 OF 7 - BOUNDARY INFORMATION
 SHEET 5 THROUGH 7 OF 7 - LOT & TRACT GEOMETRY



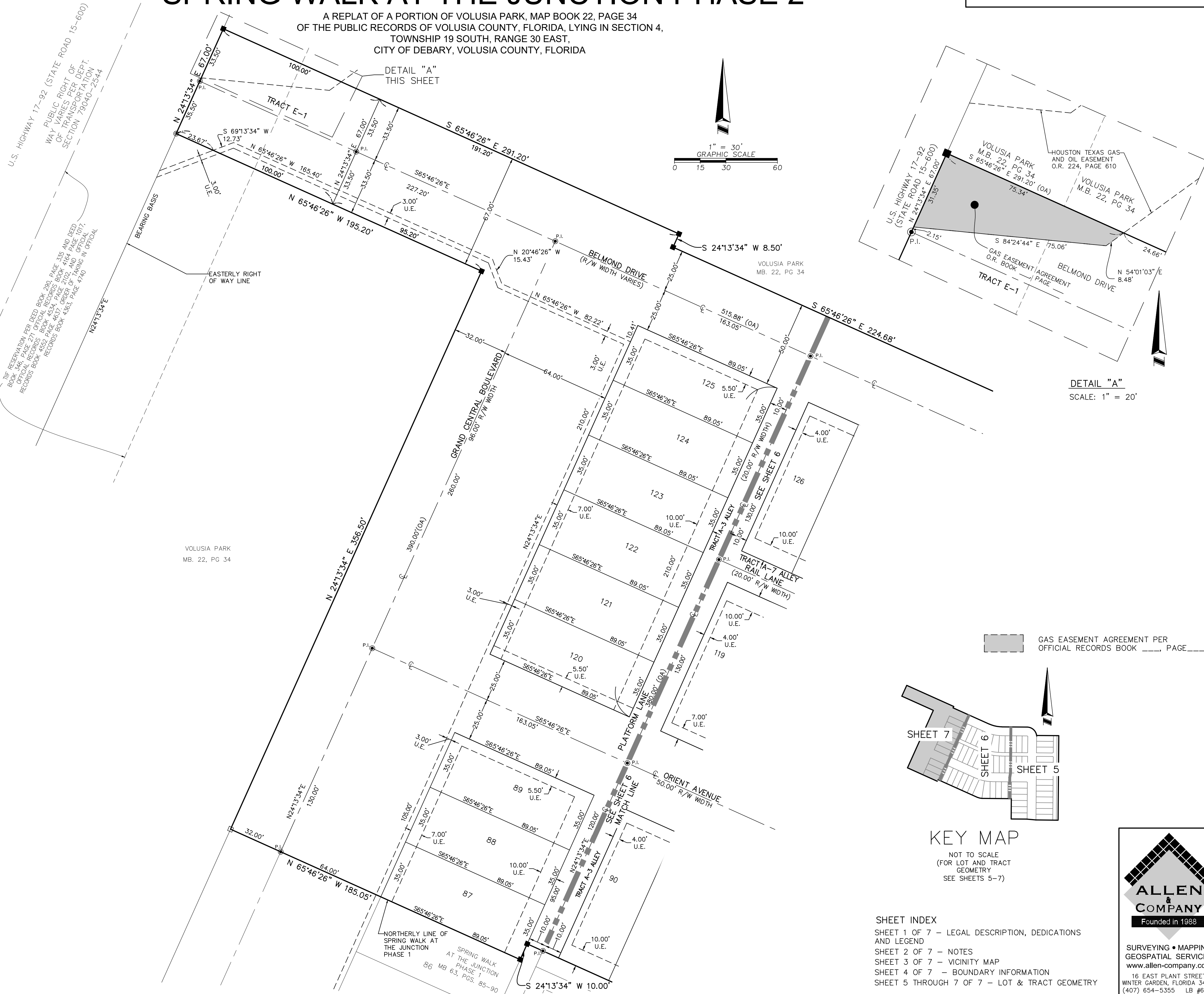
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 (407) 654-5355 LB #6723

SPRING WALK AT THE JUNCTION PHASE 2

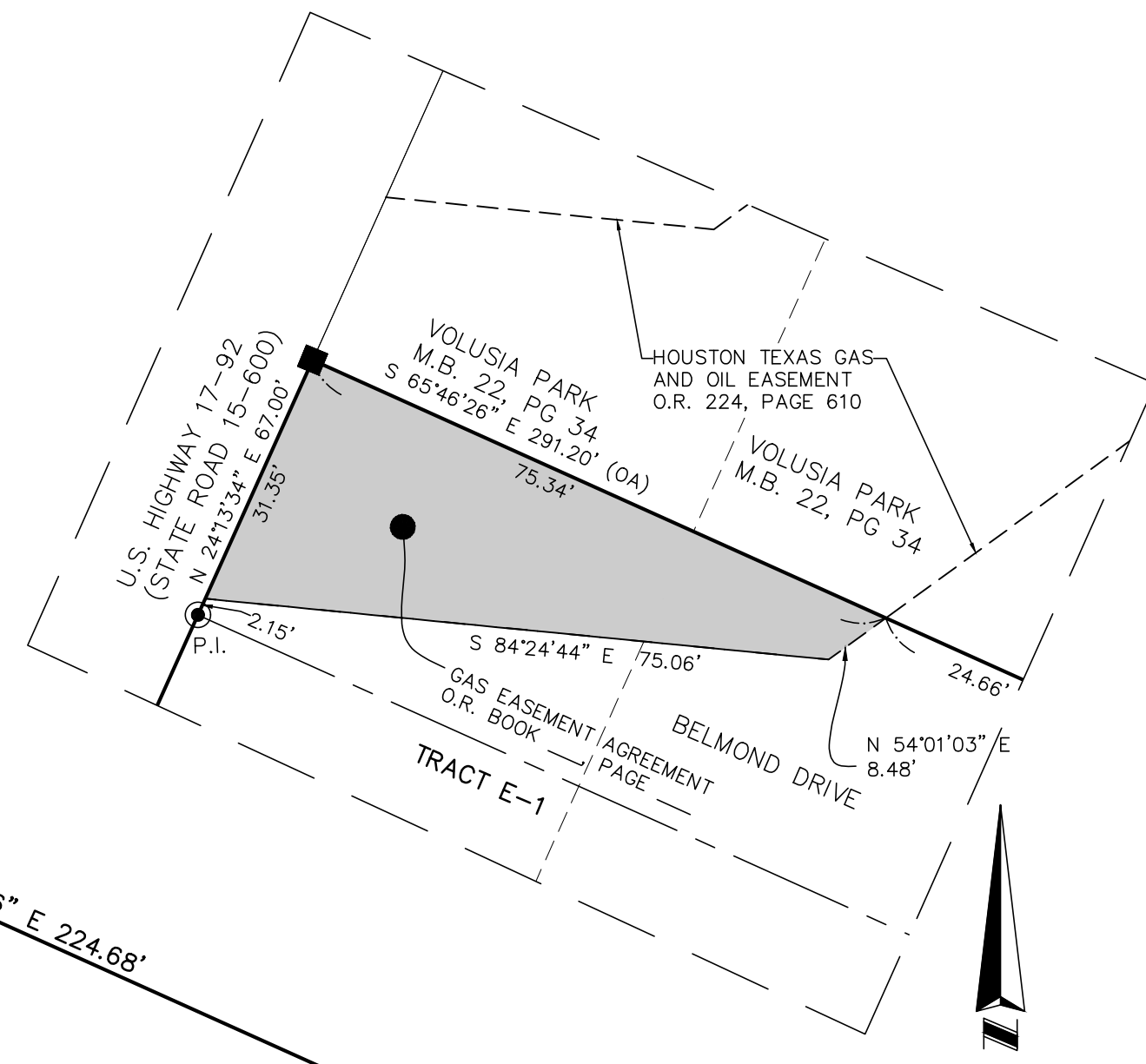
SHEET 7 OF 7

MAP BOOK _____ PAGE _____

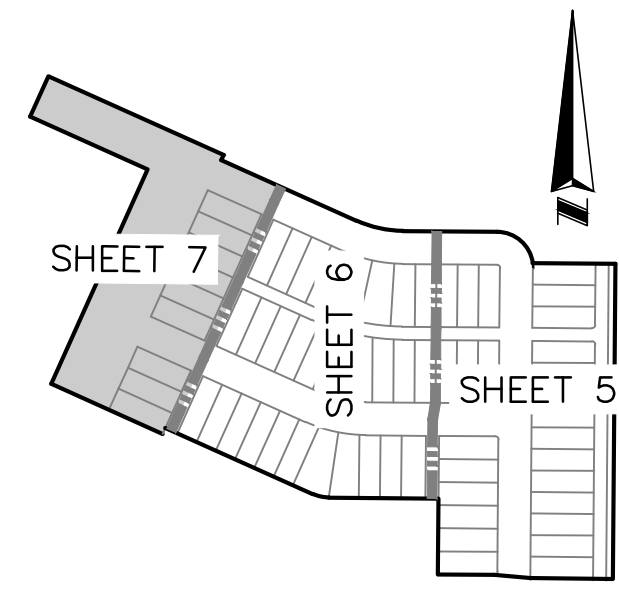
A REPLAT OF A PORTION OF VOLUSIA PARK, MAP BOOK 22, PAGE 34
 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 4,
 TOWNSHIP 19 SOUTH, RANGE 30 EAST,
 CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA



U.S. HIGHWAY 17-92 (STATE ROAD 15-600)
 WAY PUBLIC RIGHT OF
 SECTION OF TRANSPORTATION
 RECORDS BOOK 4383, PAGE 4740
 THE RESERVATION PER DEED BOOK 280, PAGE 335 AND DEED
 OFFICIAL RECORDS BOOK 4534, PAGE 4037, ORDER OF
 RECORDS BOOK 4383, PAGE 4740
 N27°13'34"E



GAS EASEMENT AGREEMENT PER
 OFFICIAL RECORDS BOOK _____ PAGE _____



SHEET INDEX

SHEET 1 OF 7	- LEGAL DESCRIPTION, DEDICATIONS AND LEGEND
SHEET 2 OF 7	- NOTES
SHEET 3 OF 7	- VICINITY MAP
SHEET 4 OF 7	- BOUNDARY INFORMATION
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. SU1200726

That we **THE JUNCTION COMMUNITY DEVELOPERS, LLC**, whose address is 2420 S Lakemont Ave #450 Orlando FL 32814, hereinafter referred to as "PRINCIPAL" and Arch Insurance Company, whose address is 3 Parkway, Suite 1500, Philadelphia, PA 19102, hereinafter referred to as 'SURETY" are held and firmly bound unto the **CITY OF DEBARY**, a municipality of the State of Florida, whose address is 16 Columbia Road, Debary, FL 32713 , hereinafter referred to as the CITY in the sum of \$194,188.98 (115% of value of all remaining improvements) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bound Principal has as a condition precedent to the approval by the City of Debary of a plat of a certain subdivision known as **SPRING WALK AT THE JUNCTION** has covenanted and agreed with the **CITY OF DEBARY** to construct roads, streets, alleys, landscaping, water, sewer, storm drainage and other improvements based upon development plans and plans and specification pertaining to said subdivision, said development plans and plans and specifications pertaining to said subdivision being dated the 3rd day of March, 2021, and being on file with the **Growth Management Department of the City of Debary**, Florida and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bound on Principal shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specification dated the 3rd day of March, 2021, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless the City of Debary against contingent costs which the City of Debary may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specification above referred to, within the time specified, the Surety upon forty-five (45) days written notice from the City of Debary, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, the City of Debary, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall

have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that the City of Debary, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event the City of Debary should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse the City of Debary the total cost thereof including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 12th day of February, 2024.

Address:

Junction Community Developers, LLC (SEAL)
Principal

2420 S. Lakemont Ave, Suite 450
Orlando, FL 32814

By: _____

Its: _____
(if corporation)
CORPORATE SEAL

Arch Insurance Company
Surety

By: 
Stephen P. Farmer,
Its Attorney-in-fact

ATTEST: 
Vincent DeLuca

Address:
3 Parkway, Suite 1500
Philadelphia, PA 19102

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Tyree, Kara Ruckert, Margaret Hall, Stephen P. Farmer, Tyler D. DeBord and Vincent DeLuca of Daytona Beach, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17th day of July, 2023.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



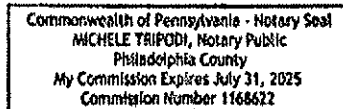
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 17, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of February, 20 24.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102

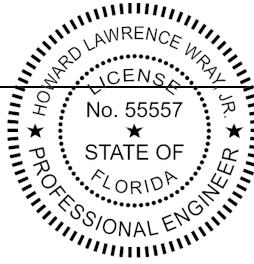


To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ENGINEER'S COST ESTIMATE OF REMAINING SITE WORK

	DESCRIPTION	Scheduled Value	Engineer's Estimate of Work Complete	Remaining Balance
A1	Mobilization	\$89,751.77	100%	\$0.00
A2	Earthwork	\$517,436.50	100%	\$0.00
A3	Paving	\$293,797.30	100%	\$0.00
A4	Curbing/Signage/Striping	\$147,598.07	86%	\$20,000.00
A5	Landscaping/Irrigation	\$148,859.98	0%	\$148,859.98
Total		\$1,197,443.62		\$168,859.98

115% of Remaining Improvements	\$194,188.98
--------------------------------	--------------



Digitally signed by
 Howard L Wray, Jr
 DN: C=US, O=Florida,
 dnQualifier=
 A01410D000001863284
 A11000058457, CN="Howard L Wray, Jr"
 Reason: I am the author
 of this document
 Date: 2024.02.01
 08:56:50-05'00'

Larry Wray, P.E.
 55557 FL P.E.

H. Lawrence Wray, Jr, State of Florida, Professional Engineer, License No. 55557
 This item has been digitally signed and sealed by H. Lawrence Wray, Jr, PE on the date indicated here.
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



City Council Meeting City of DeBary AGENDA ITEM

Subject: SunRail to Coast to Coast Trail Segment 2 Connector Trail Project.	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Richard Villaseñor, City Senior Engineer	
Meeting Hearing Date March 5, 2024	

REQUEST

Staff is requesting City Council approval of Resolution 2024-03, an accompanying Resolution to the recent approved Supplement 2 of the Joint Partnership Agreement (JPA) with FDOT as amended to match the low construction bid amount.

PURPOSE

FDOT requires a Resolution to be approved for each supplement agreement to a JPA.

CONSIDERATIONS

- Resolution 2023-20 was approved to address Supplement 1 to the JPA.
- FDOT clarified the need for a City approved resolution to accompany each JPA supplement.
- This Resolution will be specific to the nature of Supplement 2, approved by City Council on February. 7, 2024.
- This resolution will complete the needed processes and documents for this agreement change.

COST/FUNDING

There is no cost associated with this approval.

RECOMMENDATION

It is recommended that the City Council approve Resolution 2024-03 to accompanying and complete the approved supplement 2 changes to the Joint Partnership Agreement (JPA) with FDOT.

IMPLEMENTATION

Effective upon council approval with a signed copy sent to FDOT.

ATTACHMENTS

Resolution 2024-3

RESOLUTION NO. 2024-03

A RESOLUTION APPROVING THE CITY OF DEBARY'S EXECUTION OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF DEBARY SUPPLEMENTAL AGREEMENT NUMBER 2; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on May 26, 2021, the State of Florida Department of Transportation ("FDOT") and the City of DeBary ("City") entered into a Joint Participation Agreement (the "Agreement") for the construction of a multi-use trail from US 17/92 at the DeBary Sunrail Station (Fort Florida Road) to the Coast to Coast Trail project (the "Project");

WHEREAS, FDOT and the City reduced the scope of services for the Project as set forth in the Supplemental Amendment Number 1 ("Amendment") executed on October 18, 2023;

WHEREAS, the contract award amount for the City has since increased; and

WHEREAS, FDOT has requested that the City execute and deliver to FDOT this Supplemental Agreement Number 2 ("Agreement No. 2") to increase FDOT's participation to match the City's contract award amount; and

IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1: *Findings.* The above recitals are adopted by the City Council as its legislative findings.

SECTION 2: *Approval and Execution of the Amendment to the Agreement.* The City Council hereby approves and authorizes the City to enter into Agreement No. 2 attached hereto and incorporated herein as **Exhibit A**. The City Manager is hereby authorized to make, execute, and deliver to FDOT the Agreement No. 2 for the Project as described in the recitals above.

SECTION 3: *Conflicting Resolutions.* All prior resolutions or parts thereof that conflict with this resolution are hereby rescinded and repealed and superseded by this Resolution.

SECTION 4: *Effective Date.* This resolution will take effect immediately upon its final adoption and continue in full force and effect until its purposes are realized or the City Council resolves otherwise.

RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, THIS _____ DAY OF MARCH, 2024.

BY:

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: Cost-Share Agreement – St. Johns River Water Management District	Attachments: <input type="checkbox"/> Ordinance
From: Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
Meeting Hearing Date: March 6, 2024	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

City Manager is requesting City Council approve the Cost-Share Agreement between the St. Johns River Water Management District and the City of DeBary.

PURPOSE

The purpose of the agreement is to receive \$1 million in State appropriations for the DeBary Lake Konomac Spillway Reconstruction.

CONSIDERATIONS

- The City of DeBary has been working with Florida Power and Light (FPL) for more than 4 years to increase the size of the Lake Konomac Spillway underneath the Ft. Florida bridge. The cost of design and engineering and construction of a new bridge that can handle 1600 cubic feet per second of water is estimated at \$2 million.
- The City applied for and received a \$1 million State appropriation towards this project. This Cost-Share Agreement outlines all of the provisions for this grant, including the timeline. The Design and Engineering will be completed by February 28, 2025 and Construction completed by June 2026.
- The agreement between the City and FPL will be coming to Council shortly. It provides the detail to secure the remainder of the funding, FPL will provide \$500,000 and the City will provide \$500,000. The City funds are currently budgeted in the current fiscal year approved budget.
- Upon the approval of the Cost-Share Agreement, along with the future approval of the FPL/City agreement, the City will begin procurement of a structural engineer firm.

COST/FUNDING

There is no cost for the approval of this Cost-Share Agreement. The City cost for the Ft. Florida Bridge/Lake Konomac Spillway is outlined above.

RECOMMENDATION

It is recommended that the City Council approve the Cost-Share Agreement between the St. Johns River Water Management District and the City of DeBary

IMPLEMENTATION

The City is working diligently with FPL to finalize an agreement.

ATTACHMENTS

Cost-Share Agreement

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF DEBARY**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF DEBARY (“Recipient”), whose address is 16 Colomba Road, DeBary, Florida 32173. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

Through Specific Appropriation 1690B in Senate Bill 2500 (2023), the Legislature appropriated one million dollars (\$1,000,000) from the General Revenue Fund of the State of Florida for Water Quality Improvements.

Section 373.501(2), Fla. Stat. provides a process through which funds appropriated by the Legislature may be disbursed to water management districts upon receipt by the Secretary of the Department of Environmental Protection (Department).

Pursuant to section 373.501(2), Fla. Stat. and Specific Appropriate 1690B in Senate Bill 2500 (2023), the Secretary of the Department released one million dollars (\$1,000,000) for implementation of the DeBary Stormwater Infrastructure Collapse in Volusia Blue and Gemini Springshed.

The District has determined that providing pass-through funding of the \$1,000,000 appropriated by the Legislature (“cost-share”) to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its September 12, 2023, meeting, the Governing Board approved resolution 2023-10 for pass-through funding to implement the legislative appropriation. The parties have agreed to fund the following project through this cost-share agreement and in accordance with the Statement of Work, Attachment A (hereafter the “Project”):

DeBary Lake Konomac Spillway Reconstruction

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work, (3) application documents, incorporated herein and (4) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

The term of this Agreement is from the date upon which the last party has dated and executed the Agreement (“Effective Date”) until September 30, 2026 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before June 30, 2026. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (b) If the construction project, which is eligible for District reimbursement, does not begin before June 30, 2025, the cost-share agreement will be subject to termination and the funds subject to reallocation.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

- (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed \$1,000,000.
- (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (c) “Construction Cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction Cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.
- (d) Work performed or expenses incurred after the Completion Date are not eligible for Cost-share reimbursement.

(e) The anticipated source of the project Cost-share Funding Amount is:

Not to Exceed Amount	Source
\$0.00	District sources
\$1,000,000	State sources
\$0.00	Federal sources

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A, for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share funding specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient’s name, address, and authorization to directly deposit payment into Recipient’s account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient’s invoice number and date of invoice; (4) District Project Manager; (5) Recipient’s Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); and as required by, “CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS,” Attachment D hereto; and (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt,

- stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If monies provided through the Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment F, to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT	RECIPIENT
Mark Brandenburg, Project Manager	Carmen Rosamonda, Project Manager
St. Johns River Water Management District	City of DeBary
2501 South Binion Road	16 Colomba Road
Apopka, Florida 32703	DeBary, Florida 32713
Phone: 407-659-4806	Phone: 352-801-1819
Email: MBrandenburg@sjrwmd.com	Email: crosamonda@debary.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Director within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District'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.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as

to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in

excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs.
19. **FLORIDA SINGLE AUDIT ACT**
 - (a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).
 - (b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the State of Florida, Water Management District – Land Acquisition and Improvement, in the amount of \$1,000,000. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.022.

- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

20. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

21. INDEPENDENCE OF PARTIES. The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

22. CONFLICTING INTEREST IN RECIPIENT. Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

23. NON-LOBBYING. Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

24. PERMITS. Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

25. 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 contractor, 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 §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

26. SCRUTINIZED COMPANIES.

(a) Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to § 287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient 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 Recipient certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors list, or engaged with business operations in Cuba or Syria as identified in §

287.135, Fla. Stat. Pursuant to § 287.135, Fla. Stat., the District may immediately terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) As provided in § 287.135(8), Fla. Stat., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

28. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF DEBARY

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Kendall Matott, J.M., SJRWMD QC Reviewer

Attachments:

- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form
- Attachment D — Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment E — FDEP Revenue Agreement
- Attachment F — Insurance Requirements

ATTACHMENT A —STATEMENT OF WORK
DEBARY LAKE KONOMAC SPILLWAY RECONSTRUCTION

I. INTRODUCTION/BACKGROUND

On September 12, 2023, the St. Johns River Water Management District's (District) Governing Board approved resolution 2023-10 to implement the below legislative appropriation project.

The City of DeBary (Recipient) has been awarded funding for their DeBary Lake Konomac Spillway Reconstruction (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Volusia County.

II. OBJECTIVES

The objective of this contract is to provide funding that will enable the Recipient to repair and prevent further damage of critical stormwater, sidewalk, roads, and other right-of-way infrastructure, reduce nutrient loading to the St. Johns River within the Gemini Springs Basin Management Action Plan area, and reduce residential flooding.

III. SCOPE OF WORK

The project includes design and reconstruction of the Fort Florida Road Bridge and Lake Konomac Spillway, which includes upsizing the spillway under the bridge to reach the capacity needed to prevent flooding and prevent bridge structural failure due to erosion.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual Construction Costs in accordance with this Agreement to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
 - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;

- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District’s Budget Director at hnbarber@sjrwmd.com.
- The Recipient shall submit a final project report within 15 days of final completion and acceptance detailing the Project’s accomplishments and any issues resolved during the course of the work.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share agreement is September 30, 2026. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Design and Engineering	January 1, 2024	February 28, 2025
Construction	March 1, 2025	June 30, 2026

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs after October 1, 2023, costs incurred prior to October 1, 2023, will not be eligible for reimbursement.

ATTACHMENT B PROJECT PROGRESS REPORT

**St. Johns River Water Management
District
Project Progress Report**

Contract #: 39431

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	DeBary Lake Konomac Spillway Reconstruction		
Recipient:	City of DeBary		
SJRWMD Contract Number:	39431	SJRWMD Project Manager:	Mark Brandenburg
		Recipient's Project Manager:	Carmen Rosamonda

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Carmen Rosamonda, Project Manager
City of DeBary
16 Colomba Road
DeBary, Florida 32713

FROM: Mark Brandenburg, Project Manager

CONTRACT NUMBER: 39431

CONTRACT TITLE: DeBary Lake Konomac Spillway Reconstruction

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Mark Brandenburg, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

ATTACHMENT E – FDEP REVENUE AGREEMENT
(Starts on the following page.)

ATTACHMENT F — INSURANCE REQUIREMENTS

Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting Recipient's required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. Such policies shall cover all employees engaged in any contract Work. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent

contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added, or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of liability shall be as follows:

1. \$300,000 — Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
2. \$300,000 — Hired and Non-owned Automobile Liability Coverage

FEB 22 2024

RECEIVED

[Handwritten initials]



VOLUNTEER ADVISORY BOARD/COMMITTEE APPLICATION

Thank you for your interest in serving the City of DeBary. Your completion of this application is necessary so members of the City Council can thoroughly review each application as part of their consideration for your appointment. Please check the Board(s) / Committee(s) you are interested in serving on.

- Bicycle and Pedestrian Advisory Committee to the TPO
- Charter Review Committee
- Citizens Advisory Committee to the TPO
- Golf Cart Review Committee
- Hometown Heroes Committee
- Historic Preservation Advisory Board
- Orlandia Heights Neighborhood Improvement District Board
- River of Lakes Heritage Corridor Scenic Highway Board
- Temporary Appointed City Council Member
- Volusia Growth Management Commission

PERSONAL (PLEASE PRINT)

Name: Dianne J Fossitt

Mailing Address: 108 Sundown Rd

City: DeBary State: FL Zip: 32713

Residence (if different from mailing):

Home Phone: 407-443-1094 Business Phone: _____

Email Address: chieboots77@gmail.com

Are you a registered voter in DeBary? Yes No

Length of residency in DeBary: Years 29 Months _____

Occupation: Retired Medical Coder

Are you currently serving on any other City advisory boards? Yes _____ No

Have you ever served on a City advisory board? Yes _____ No

Applicant Name: Dianne J Fossitt

If yes, when and which board? Historic Preservation

Have you graduated from DeBary Citizens Academy? Yes No

WORK HISTORY (PLEASE PRINT)

Present Employer Name: SMA Healthcare

Employer Address: 3875 Tiger Bay Rd Daytona Beach FL
800-537-4228 327114

Employer Phone Number: 386-236-3525 Employment Dates: 2017-Present

Job Duties: audit Records, assist Client in obtaining
disability researching their records, customer
service

Previous Employer Name: Halifax Health

Employer Address: 303 N Clyde Morris Blvd Daytona Beach FL

Employer Phone Number: 386-425-4000 Employment Dates: 2004-2016

Job Duties: Medical Coding, audits

REFERENCES (May be business and/or personal) (PLEASE PRINT)

NAME, ADDRESS & TELEPHONE NUMBER Peggy Irby / 386 717 5955
200 Falling Leaf Lane Asheville NC 28803

NAME, ADDRESS & TELEPHONE NUMBER Clare Chemely 386 235 4486
570 Sterhaus Apt 222 Ormond Beach FL 32114

NAME, ADDRESS & TELEPHONE NUMBER Jaye Brandanij 407-474-0530
281 Valencia Rd DeBary FL 32115

Applicant Name: _____

EDUCATION

High School: _____

College: _____ Degree: _____

Postgraduate: _____ Degree: _____

ACTIVITIES / COMMUNITY INVOLVEMENT: I was Long time

Volunteer @ DeBary Hall and a Board Member

I secretary for Citizen For DeBary, I initiated
the Little Miss DeBary Pageant to get young families
involved in the City

WHY DO YOU WANT TO SERVE ON THIS BOARD?: that my Love

for DeBary, and I enjoy preserving History
to be involved in the City

WHAT WOULD YOU WANT TO ACCOMPLISH DURING YOUR TERM?: Maintain

the history of the City, work with integrity
to keep citizens involved and care about
Historic Preservation

I understand the responsibilities associated with being a board/committee member and I have adequate time to serve if appointed.

Signature: Dianne J Joseph

Date: 2-20-24

RETURN COMPLETED APPLICATION TO:

City Clerk
City of DeBary
16 Colomba Road
DeBary, Florida 32713
(386) 601-0219
ahatch@debary.org