AGENDA

CALL TO ORDER
  Invocation
  Flag Salute

ROLL CALL

COMMITTEE REPORTS

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

APPROVAL OF MINUTES

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS
  A. Girl Scouts #921
  B. Citizen's Academy Graduation
  C. Golf Cart Citizen's Advisory Committee

CONSENT AGENDA

1. City Manager requests City Council approval of Construction Administration and Inspection (CEI) Services Proposal from Neel-Schaffer, LLC., for the South Pine Meadow Road pipe replacement project in Glen Abbey.
2. City Manager requests City Council to approve the Fifth Amendment to Joint Marketing Agreement (JMA).
3. The Parks and Recreation Department is requesting Council approve the attached purchase for Holiday Light Displays from Christmas Done Bright for the amount of $12,001.90
4. The Parks and Recreation Department is requesting Council approve the attached Laser Show Quote in the amount of $7,500 with Pangolin to conduct the laser light show at the City’s Tree Lighting event.

PUBLIC HEARINGS

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

GROWTH MANAGEMENT AND DEVELOPMENT
6. The applicant, JV5, Inc., is seeking Final Plat approval for DeBary Commons which consists of 2 lots.

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

OLD BUSINESS

NEW BUSINESS

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

INFORMATIONAL ITEMS

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP

ADJOURN

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

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

**Subject:** CEI Services for S. Pine Meadow Road Project – Neel Schaffer, LLC  
**From:** Carmen Rosamonda, City Manager  
**Meeting Hearing Date:** November 3, 2021  
**Attachments:**  
( ) Ordinance  
( ) Resolution  
(x) Supporting Documents/Contracts  
( ) Other

**REQUEST**

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

**PURPOSE**

Due to other stormwater pipe collapse emergencies in Glen Abbey, it is necessary to change the CEI Service provider for this project.

**CONSIDERATIONS**

- Neel-Schaffer has a Continuing Contract for Construction Administration and Inspection Services (CEI) with the City of DeBary.

- The South Pine Meadow Road project is associated with the State of Florida Legislative Appropriation of $300,000 and has specific time deadlines in the contract. The project was originally awarded by City Council to GPS Construction for construction services and KHARE Construction performing the CEI Services. GPS Construction began construction work on October 25, 2021.

- As previously discussed with the Council, we have a stormwater pipe collapse at Glen Club Road which involves other utility companies, pipe running between homes and other issues. The Council granted a waiver of an RFP process to expedite the replacement of this entire pipe line. Approximately one year ago, we repaired a one collapsed segment. Two other segments have now collapsed in this line.

- Due to the complex nature of the Glen Club project, I have pulled KHARE Construction from the South Pine Meadow Project and assigned him to Glen Club. The original task order amount was approved by Council was $33,872. KHARE Construction has provided some administration services in the process totaling $6,554, leaving an unused balance of $27,318.
The Neel Schaffer task order is for $39,680. This task order was approved by the City Manager because of the emergency nature of Glen Club and the time deadline for South Pine Meadow Road.

The net cost of this of changing CEI Service provider revision is $12,362.

**COST/FUNDING**

The cost of the Neel-Schaffer CEI Services proposal is $39,680. The net cost is $12,362. These funds will be allocated to the Stormwater Fund. Even though there are an additional $12,362 in costs, the S. Pine Meadow Project is still under budget.

**RECOMMENDATION**

It is recommended that the City Council approve the Neel-Schaffer CEI Services Proposal for the South Pine Meadow Road pipe replacement project in Glen Abbey.

**IMPLEMENTATION**

This is an after-the-fact approval based upon the emergency nature of Glen Club Road and the time deadlines for South Pine Meadow Rd projects.

**ATTACHMENTS**

Neel-Schaffer Engineering Services Proposal for Construction Administration and Inspection (CEI)
September 30, 2021

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

REFERENCE: ENGINEERING SERVICES PROPOSAL FOR CONSTRUCTION ADMINISTRATION AND INSPECTION (CEI) - SOUTH PINE MEADOW DRIVE DRAINAGE REHABILITATION FROM QUIET MEADOW LANE TO GLEN ABBEY LANE DEBARY, FLORIDA

Dear Mr. Rosamonda:

As requested, Neel-Schaffer, Inc. (NSI) is pleased to provide Construction Engineering and Inspection services for the South Pine Meadow Drive Drainage Rehabilitation project from Quiet Meadow Lane to Glen Abbey Lane. These improvements include stormwater pipe replacement or rehabilitation using resin-impregnated flexible felt tube. The fee proposal outlined below presents the scope of work and estimated fees for the engineering and inspection services related to the construction administration. The work will be performed on a time and materials – not to exceed basis, and the fee is based on an average of 20 hours per week of inspection for 8-weeks of the 90-calendar day period for construction activities. Other tasks detailed below include project management, shop drawing review, contractor Pay App review, RFI/RAI processing, review testing, site visit reports, review of contractor’s testing reports, substantial and final inspections, and project closeout. We understand that no additional funding sources are involved in the project that require special tracking and reporting requirements.

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

Task 2. Review and Respond to RFIs
The Engineer will review RFIs submitted by the Contractor. Activities for this task include maintaining a submittal log/record, reviewing RFIs, providing work directives and comments, and transmitting copies of reviewed RFIs to the City staff and the Contractor.
Task 3. Inspection
The Inspector will conduct on-site inspection of the work in progress to determine if the work is proceeding in accordance with the Contract Documents, approved Maintenance of Traffic (MOT) plans, approved submittals, shop drawings and permits. The Inspector and Project Manager will notify the City of all unacceptable work or materials and report immediately, within 24 hours both verbally and in writing, whenever any work or material fails to conform to the Contract Documents, submittals, and shop drawings. The Inspector will maintain daily reports of construction activities and any deficient and nonconforming work and resolutions from Notice to Proceed to the project Final Completion for the days that the Inspector is present.

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

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

Task 6. Closeout Documentation Review and Final Submittals
The Engineer will inspect and verify that the contractor has met the requirements of the plans and specifications. Prior to final payment, the Engineer will verify that all testing requirements, if any, have been met and documented. The Engineer will also verify all as-built documentation, warranties and product information has been properly prepared and submitted by the Contractor. All final closeout documentation will be submitted in accordance with contract requirements.

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

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

We propose to provide these construction phase services for the Hourly – Not to Exceed amount of $39,680.00 based on the above task and terms and conditions of the CCNA contract between Neel-Schaffer, Inc., and the City of Debary. The breakdown of tasks and expected level of effort are provided in Tables 1 and 2. Fees will be submitted monthly upon percent completion. Should additional services beyond the scope of this letter agreement be necessary, additional fees may be required. We appreciate the opportunity to provide these services to the City of Debary and look forward to continuing to work with you. If you have any questions, please give me a call.

Sincerely,

NEEL-SCHAFER, INC.

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

ACCEPTED: CITY OF DEBARY

BY: ____________________________

PRINT NAME AND TITLE: Carmen Rosamonda, City Mgr

DATE: 10/14/21
TABLE 1

NEEL-SCHAFFER SUMMARY OF FEES

<table>
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<tr>
<th>Item Description</th>
<th>Sr. Project Manager</th>
<th>Project Engineer</th>
<th>Inspector</th>
<th>TOTAL</th>
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<td><strong>TOTAL LUMP SUM FEE</strong> (rounded to nearest dollar)</td>
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<td></td>
<td></td>
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TABLE 2

Neel-Schaffer Scope of Work and Manhour Estimate

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Project Manager</th>
<th>Project Engineer</th>
<th>Inspector</th>
<th>Total</th>
<th>Total Cost Per Task</th>
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<td>12</td>
<td>4</td>
<td>20</td>
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<td>2 Review and respond to RFI's and Shop Drawings</td>
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<td>24</td>
<td></td>
<td>28</td>
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<tr>
<td>3 Weekly Inspection (20 hrs/week for 8 weeks)</td>
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<td></td>
<td>160</td>
<td>160</td>
<td>$16,000.00</td>
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<tr>
<td>4 General Coordination Activities and Technical Assistance, Reviewing pay</td>
<td>12</td>
<td>60</td>
<td></td>
<td>72</td>
<td>$10,860.00</td>
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<td>applications, shop drawings, test results</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>5 Substantial and final completion inspections</td>
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<td>8</td>
<td>4</td>
<td>14</td>
<td>$1,920.00</td>
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<tr>
<td>6 Closeout Documentation Review and Final Submittals</td>
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<td><strong>TOTAL MANHOURS</strong></td>
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<td>128</td>
<td>168</td>
<td>320</td>
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AGENDA ITEM

Subject: Fifth Amendment to Joint Marketing Agreement – DeBary Main Street
From: Carmen Rosamonda, City Manager

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

Meeting Hearing Date November 3, 2021

REQUEST

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

PURPOSE

The purpose is to include the newly acquired property (formerly “Ronnie Muse Property”) into the Joint Marketing Agreement. It will be included in the other Main St. Properties which was listed for sale with Colliers International.

CONSIDERATIONS

- The city purchased and closed on the Ronnie Muse property located at 542 S. Shell Road in August 2021. A Residential Lease was approved to allow Ronnie Muse to live on property until he voluntarily vacates the property or upon his passing.

- DeBary Main St project consists of 51.5 acres, Adams Property (32 acres) and JMA (19.5 acres). The City owns approximately 10 acres of the JMA property. The Adams property is under contract and developer will be entering the development review process.

COST/FUNDING

There is no cost for this approval of this agreement.

RECOMMENDATION

It is recommended that the City Council approve the Fifth Amendment to Joint Marketing Agreement.
IMPLEMENTATION

Immediately upon approval.

ATTACHMENTS

Fifth Amendment to Joint Marketing Agreement
FIFTH AMENDMENT TO
JOINT MARKETING AGREEMENT

THIS FIFTH AMENDMENT TO JOINT MARKETING AGREEMENT (hereinafter “Fifth Amendment”) is made and entered into effective the ____ day of ________________, 2021 (hereinafter the “Effective Date”) by and between the CITY OF DEBARY, a Florida municipal corporation, (hereinafter the “City”), DEBARY CENTRAL LLC, a Florida limited liability company (hereinafter “DCL”), STEPHANIE M. MILLER, TRUSTEE OF THE MILLER LAND TRUST AGREEMENT dated December 17, 2009 (hereinafter “Miller”), RAY SANDS and FRANK SLABODNIK (hereinafter collectively “S&S”) and EMPIRE CATTLE, LTD., a Florida limited partnership (hereinafter “EMPIRE”). The above referenced parties are hereinafter collectively referred to as the “Parties”.

WHEREAS, on or about September 7, 2019, all the Parties except EMPIRE entered into that certain Joint Marketing Agreement (hereinafter the “Agreement”) that is recorded in Official Records Book 7764, Page 573, Public Records of Volusia County, Florida.

WHEREAS, all the Parties except EMPIRE thereafter entered into that certain First Amendment to Joint Marketing Agreement, Second Amendment to Joint Marketing Agreement and Third Amendment to Joint Marketing Agreement.

WHEREAS, all the Parties thereafter entered into that certain Fourth Amendment to Joint Marketing Agreement that made certain changes to the Agreement including adding EMPIRE as a party to the Agreement and making the Empire Property subject to the terms and conditions of the Agreement.

WHEREAS, the City recently acquired property from Ronald Muse that is more particularly described on the attached Exhibit “A” (hereinafter the “Muse Property”).
WHEREAS, the Muse Property is adjacent to a portion of the property that is subject to the Agreement.

WHEREAS, the Parties wish to make the Muse Property subject to the terms and conditions of the Agreement and make certain other amendments to the Agreement.

NOW, THEREFORE, pursuant to the authority set forth in Section 13 of the Agreement, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Addition of the Muse Property.** The Agreement is amended to provide the following:
   
a. The term “City Property” is amended so that it now includes both the property described on Exhibit “A” of the original Agreement together with the “Muse Property” and all of said property is now subject to the terms and conditions of the Agreement.
   
b. The City Property, the DCL Property, the Miller Property, the S&S Property and the Empire Property are now collectively referred to as the “Properties” and separately as “Property”.
   
c. The City, DCL, Miller, S&S and Empire are now collectively referred to as the “Owners” or “Parties” and individually as “Owner” or “Party”.
   
d. A “majority of the Owners” or a “majority of the Parties” now means at least three of the five Owners.

3. **Review of Existing Materials.** The City shall review the materials it obtained in conjunction with the purchase of the Muse Property and shall proceed in the manner
set forth in Section 3 of the Agreement and thereafter complete such additional due diligence work for the Muse Property as contemplated by Section 4 of the Agreement.

4. **Analysis of Due Diligence Materials.** The City shall analyze the due diligence work completed for the Muse Property and shall have the same rights with respect to the Muse Property as set forth in Section 5 of the Agreement.

5. **Modification of Overall Development Plan.** Provided the City does not decide to exclude the Muse Property from the Overall Development Plan (hereinafter the "ODP") or from the Agreement as permitted by Section 5 of the Agreement, the City shall prepare and process an appropriate application to add the Muse Property to the ODP. If requested by the City, the Owners shall execute such application and any other documents requested by the City in conjunction with the same.

6. **Marketing Development and Purchase Option.** Section 9 of the Agreement is amended to clarify that the City now has the right and option to purchase the DCL Property, the Miller Property, the S&S Property and the Empire Property at a price and pursuant to terms and conditions acceptable to a majority of the Owners or to cause DCL, Miller, S&S, Empire and the City to sell the Properties to a buyer(s) selected by the City at a price and pursuant to terms and conditions acceptable to a majority of the Owners.

7. **Miscellaneous Provision.** Section 17c of the Agreement is amended to clarify that the provision in favor of the City is now from DCL, Miller, S&S and Empire.

8. **Counterparts.** The Fifth Amendment and any future amendments may be executed in counterparts, all of which executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
9. Facsimiles/Emails. The Parties may deliver this Fifth Amendment and any further amendments and all documents executed in connection therewith, electronically via facsimile or email.

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year first above written.

{SIGNATURES ON FOLLOWING PAGES}
CITY OF DEBARY, a
Florida municipal corporation

By: ____________________________
    Karen Chazez
    Mayor

DEBARY CENTRAL LLC, a
Florida limited liability company

By: EQUITITEC GROUP, LLC,
a Florida limited liability company
    Its Manager

By: Index, LLC
    a Florida limited liability
    company
    Its Manager

By: ____________________________
    Regan B. Bloss
    Manager
STEPHANIE M. MILLER, as Trustee of the Miller Land Trust Agreement dated December 17, 2009

RAY SANDS

FRANK SLABODNIK

EMPIRE CATTLE, LTD., a Florida limited partnership

By: John Rhett III, Trustee of Elizabeth Rhett West Trust General Partner
STEPHANIE M. MILLER, as Trustee of the Miller Land Trust Agreement dated December 17, 2009

RAY SANDS

FRANK SLABODNIK

EMPIRE CATTLE, LTD., a Florida limited partnership

By: John Rhett III, Trustee of Elizabeth Rhett West Trust General Partner
STEPHANIE M. MILLER, as Trustee of the Miller Land Trust Agreement dated December 17, 2009

RAY SANDS

FRANK SLABODNIK

EMPIRE CATTLE, LTD., a Florida limited partnership

By: [signature]
John Rhett III, Trustee of Elizabeth Rhett West Trust
General Partner
Exhibit “A”
(Muse Property)

Parcel Identification No. 900900000050

The West 355.4 feet of North 150 feet of NW ¼ of NE ¼ and East 15 feet of South 593 feet of North 743 feet of West 355.4 feet of NW ¼ of NE ¼, Section 9, Township 19 South, Range 30 East. LESS the East 15.00 feet of the West 355.4 feet of the North 743.00 feet of the NW ¼ of the NW ¼ of the NE ¼ of Section 9, Township 19, Range 30 East, Volusia County, Florida.
REQUEST

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

PURPOSE

The request is needed at this time so we can continue to move forward to plan the 2021 Tree Lighting and Winter Walk of Lights events.

CONSIDERATIONS

This vendor is a sole source for these displays for the following reasons:

1. They manufacture and sell their own displays that are unique and custom to their company. We would not be able to find the same displays with other light display companies to get multiple quotes.

2. We have previously purchased displays from this company in the past. We would like the same displays with the same material and functionality so they all look and work the same. If there are any issues or we need replacement parts we will only have to contact the one vendor.

COST/FUNDING

Light Displays are budgeted in the approved FY 21/22 budget for $15,000. After this purchase, the remaining will be spent on lights and other decorations for the park.

RECOMMENDATION

It is recommended that the City Council approve the sole source purchase from Christmas Done Bright to ensure we get the displays here in time for the event.
IMPLEMENTATION

Upon approval the Parks and Recreation Department will purchase the displays and continue to coordinate event planning with the event management team.

ATTACHMENTS

Attachment A: Light Display Quote
From: Murphy, Courtney (courtney@cdblights.com) <system@sent-via.netsuite.com>
Sent: Thursday, October 28, 2021 9:56 AM
To: Jason Schaitz
Subject: Christmas Done Bright: Sales Order #SO-080537

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Christmas Done Bright

CDBI
114 North Main Street
Springfield TN 37172
United States

www.christmasdonebright.com

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Subtotal 11,427.00

Shipping Cost (Best Way) 974.90

Total $12,401.90

Christmas Done Bright will do the best to deliver your order in a timely manner and the most efficient way possible. PLEASE NOTE: For larger shipments that require shipping by LTL or freight trucks the buyer will need to be present and a signature is required. Also any changes to orders will need to be called in to 1-888-453-0599.
**REQUEST**

The Parks and Recreation Department is requesting Council approve the attached Laser Show Quote in the amount of $7,500 with Pangolin to conduct the laser light show at the City’s Tree Lighting event. We are also requesting giving the City Manager authorization to enter into an ongoing service agreement with Pangolin to provide two laser shows annually.

**PURPOSE**

The request is needed at this time so we can continue to move forward to plan the 2021 Tree Lighting event. Giving the City Manager authorization to enter into an ongoing agreement will allow us to continue to provide this service at our Tree Lighting and 4th of July events.

**CONSIDERATIONS**

We have now used Pangolin on two separate occasions with outstanding results. Pangolin sponsored our drive through reverse parade last year and we brought them back to add a laser light show to our 4th of July event. Due to the overwhelmingly positive feedback on both shows, we wanted to also provide the show at our Tree Lighting event. This vendor is a sole source vendor in our area due to the equipment provided and production of this type of show.

The ongoing service agreement will be for this fiscal year with the option of three annual renewals. This will align it with our 4th of July Fireworks and Event Management agreements to allow them to all to be up and renewed at once.

**COST/FUNDING**

Both laser shows are budgeted in our Special Event Budget for a total of $17,500.
RECOMMENDATION

It is recommended that the City Council approve the attached Laser Show Quote with Pangolin for the Tree Lighting Event as well as give the City Manager authorization to execute an ongoing service agreement for this fiscal year and three renewals for a total of a four-year term.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will coordinate event planning with Pangolin and the event management team to continue to plan our holiday events. We will work with the City Manager to finalize a service agreement.

ATTACHMENTS

Attachment A: Laser Show Quote
Attachment B: Pangolin Sole Source Letter
# INVOICE

**INVOICE**

<table>
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**INVOICE DATE**

| 10/7/2021 |

**ORDER #**

| 21715 |

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**SUPPLIER**

**Pangolin Lasers**

1265 Upsala Rd, Ste. 1165  
Sanford, FL 32771-1165  
+1 (407) 299-2088  
sales@pangolin.com

**CONTACT**

E-mail: sales@pangolin.com  
Phone #: 407-299-2088

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**BANK INFO**

**WIRE TRANSFER**

Pangolin Lasers  
1265 Upsala Rd, Suite 1165

JPMorgan Chase  
383 Madison Ave  
New York, NY 10017  
SWIFT: CHASUS33  
Account Number: 753216329

**ACH TRANSFER**

ABA/Routing number: 021000021

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**SHIPPING ADDRESS**

City of Debary  
ATTN: Carmen Rosamonda and Jason Schaitz  
Location: Gemini Springs

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**INVOICE ADDRESS**

| City of Debary  
| ATTN: Carmen Rosamonda and Jason Schaitz  
| Location: Gemini Springs |

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**PRODUCT**

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**PRICE**

**SUBTOTAL**

| $7,500.00 |

**SALES TAX (6.5%)**

| $0.00 |

**TOTAL TO PAY**

| $7,500.00 |

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**DUE DATE**

| 10/7/2021 |

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**BALANCE**

| $7,500.00 |

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**Notes**

*We value your cooperation.*  
*Thanks for choosing Pangolin and KVANT Lasers.*

By accepting this document, you hereby agree to our terms and conditions listed on our website(s), these are noted above. Until full remittance of the amount due on this document, the products listed remain the property of Pangolin Projector Referral Network, LLC. In case of late payment, we can charge you .05% penalty for each day of delay. All bank fees are to be paid by the customer. Additional fees for credit card processing may apply. Late fees may be charged for missing products relating to rental equipment or late return delivery of rental equipment. For questions, please email sales@pangolin.com.
October 26, 2021

Jason Schaitz, MBA, CPRE, CYSA  
Parks and Recreation Director  
City of DeBary  

RE: Sole Source Letter  

Dear Mr. Schaitz:  

This letter is to inform you that Pangolin Lasers is the Sole Source of the Laser Projectors and Software that will be used in the Debary Christmas Show. Pangolin Lasers is the sole manufacturer and producer of the lasers and software used in said show.  

The above-named company is the Sole Source, and no other company or firm sells or distributes such items and services and there is/are no other items and/or services available for purchase that would serve the same purpose or function.

Sincerely,

Justin Perry  
COO, Pangolin Lasers
REQUEST

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

PURPOSE

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

CONSIDERATIONS

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

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

Public notice was advertised in the Daytona Beach News Journal on Saturday, October 23rd, 2021.

The total estimated costs for the first year of providing the Streetlight Services to the Benefitted Lots is $6,910.14. Accordingly, the Streetlight Assessment for the first year shall be $142.76 per buildable lot per year.

COST/FUNDING

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

RECOMMENDATION

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

IMPLEMENTATION

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

- Ordinance
- Duke Energy cost estimate
- Plat
- Street lighting plan
- Parcel Numbers
ORDINANCE NO. 13-2021

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

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

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

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

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

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

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

SECTION 2. Special Benefit. The City Council hereby finds that the provision of the Streetlight Services and the imposition of the Streetlight Assessment will provide a special benefit to the Benefitted
Lots. The City Council finds that (a) a reasonable methodology has been applied in determining which parcels of property are specially benefitted by the Streetlight Services; (b) there is a logical relationship between the Streetlight Services and the benefit received by the Benefitted Lots; (c) each parcel specially benefitting from the Streetlight Services is included in the special assessment provided for herein; and (d) the unit of measurement referenced herein fairly and reasonably apportions the cost of the Streetlight Services among all of the Benefitted Lots proportionate to the special benefit received by the Benefitted Lot from the Streetlight Services.

SECTION 3.  **Levy of Special Assessment.** There is hereby levied a non-ad valorem special assessment for the provision of the Streetlight Services against the Benefitted Lots, to be re-adopted annually by the City Council by resolution or other appropriate means, which Streetlight Assessment may consist of all yearly costs associated with the provision of the Streetlight Services and administration of the Streetlight Assessment, including but not limited to costs of maintenance, repair, replacement, electricity, administrative costs, and legal fees. Costs shall be apportioned among the Benefitted Lots based on the total costs of providing the Streetlight Services to the Benefitted Lots divided equally between buildable lots. The total estimated costs for the first year of providing the Streetlight Services to the Benefitted Lots is **$6,910.14**. Accordingly, the Streetlight Assessment for the first year shall be **$142.76** per buildable lot.

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

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

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

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

SECTION 8. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

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

FIRST READING: ________, 2021

SECOND READING: ________, 2021

ADOPTED this ___ day of __________, 2021, by the City Council of the City of DeBary, Florida.

APPROVED:

CITY COUNCIL
CITY OF DEBARY

___________________________________
Karen Chazez, Mayor

ATTESTED:

__________________________________
Annette Hatch, CMC, City Clerk
Project Details

Customer: Riviera Bella Master Association
Account: 6169203405
Site: FORT FLORIDA RD. *LITE RIVIERA BELLA UNIT9A
DEBARY, FL. 32713
Contact: JEROME HENIN
Phone: 407 644-8595

Scope of Request

RIVIERA BELLA UNIT9A
(12) - 16' VICTORIAN POLES (BLACK)
(12) - 50W MONTICELLO LEDS (BLACK)
SIGNER OF SUNBIZ DOCUMENT: JEROME HENIN

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<th>Sub-Total</th>
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Rental, Maintenance, F&E Totals: $398.76 $16.68 $13.32

Estimated Monthly Rental $428.76
† Deposit $585.00

Choose CIAC ONE TIME PAYMENT $10,612.19
MLDF MONTHLY PAYMENT $168.73

Monthly rates are subject to tariff rate changes

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† Deposit - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than $25.00 and subject to change upon review of the account’s existing deposit.

CIAC - The one-time invoice for the Contribution in Aid of Construction (CIAC) will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

MLDF - This Monthly Lighting Distribution Fee (MLDF) will be billed to you separately and is 1.59% of the underground or Overhead Service fee and pole installation.

In order for us to proceed with the above proposed lighting design, we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax.

Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

Authorized Signature: [Signature]
Date: 3/17/2021

(Due to sign and date to approve this proposal and return via email or the mailing address above.)
DUKE INSTALLED CONDUIT SYSTEM,
DEVELOPER INSTALLED ROAD CROSSINGS
October 18, 2021

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

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

Elizabeth,

Per your request we have prepared a cost estimate to establish a new streetlight district for the above referenced subdivision as of October 1st, 2021. There will be no upfront cost to Special Assessments associated with this work. All new installations will be fed underground. The monthly rental would be as follows:

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Rental, Maintenance, F&E Totals: $398.76 $16.68 $13.32

Existing Estimated Monthly Rental $428.76

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

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

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

PURPOSE

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

CONSIDERATIONS

On May 4, 2020, the City of DeBary’s Development Review Committee (DRC) approved the DeBary Commons Final Plat with certain conditions of approval, including that a Declaration of Easements and Use Restrictions be drafted and recorded with the Final Plat.

The Applicant wishes to have the existing Dunkin’ Donuts on its own separately deeded parcel.

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 per local and state codes 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 May 4th, 2020, the City’s Development Review Committee reviewed and recommended approval to the City Council of the proposed plat contingent on addressing outstanding comments.

COST/FUNDING

N/A

RECOMMENDATION

It is recommended that the City Council approve the Final Plat for DeBary Commons subject to staff conditions of approval including the following:
• Payment of all required fees, deposits, and costs as may be applicable or required pursuant to the Land Development Code, 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 Land Development Code 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

• DeBary Commons Final Plat
• Declaration of Easements and Use Restrictions
DEBARY COMMONS
PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 LYING IN
SECTION 27, TOWNSHIP 18 SOUTH, RANGE 30 EAST,
CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA,
DECLARATION OF EASEMENTS AND USE RESTRICTIONS
(Volusia County, Florida)

THIS DECLARATION OF EASEMENTS AND USE RESTRICTIONS (this “Declaration”) is made this ___ day of ________________, 2021 (the “Effective Date”), by DEBARY-STAFFORD ASSOCIATES LIMITED PARTNERSHIP, a Georgia limited partnership (“Declarant”), having an address of 1805 U.S. Highway 82 West, Tifton, Georgia 31793.

RECITALS:

A. Declarant is the owner of that certain tract or parcel of land located in the Volusia County, Georgia, containing approximately 6.84 acres (the “Overall Property”), as more particularly described on that certain plat of survey entitled “DeBary Commons” dated ________________, prepared by Ronald K. Smith, PSM #5797, and recorded ___________ in Plat Book _____, Page ____ (the "Recorded Plat") in the Official Records of Volusia County, Florida (the “Official Records”), which Recorded Plat is incorporated herein by reference.

B. Declarant has created two (2) separate and contiguous parcels of land within the Overall Property, the first of which contains approximately _______ acres and is depicted as “Lot 1” on the Recorded Plat (the “Anchor Parcel”), and the second containing approximately _______ acres, which parcel is depicted as “Lot 2” on the Recorded Plat (the “Outparcel”) (the Anchor Parcel and Outparcel are each referred to herein individually as a “Parcel” and collectively as the “Parcels”).

C. Declarant wishes to establish certain easements and agreements for the mutual benefit of the respective Parcels, all subject to and in accordance with the covenants and conditions hereinafter set forth.
NOW THEREFORE, for and in consideration of the sum of Ten and No/Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant for the benefit of each of the Parcels, hereby declares that the following covenants, restrictions and easements are imposed on the Parcels as more particularly set forth below:

AGREEMENTS:

1. **Definitions.** The following terms shall have the following meanings ascribed to such terms:

   (a) **Business Day:** Any day that is not a Saturday, Sunday or legal holiday observed by the State of Florida.

   (b) **Occupant:** Each Owner and its tenants, subtenants, licensees, and their respective customers and employees.

   (c) **Owner:** At any given time, the person(s) or entity(ies) owning fee simple title to any Parcel; provided, however, that no person or entity holding security title to or a security interest in a Parcel pursuant to a deed to secure debt, mortgage, deed of trust or other security instrument shall be deemed to be an Owner merely by holding such interest, but shall become an Owner (and thus entitled to the rights and subject to the obligations of an Owner) only at such time, if ever, that such person or entity shall take possession of a Parcel and/or foreclose its interest in and acquire fee simple title to a Parcel. In the event that a ground lease is now or hereafter placed on a Parcel, the ground lessee shall be entitled to exercise the rights and be bound by the obligations of an Owner hereunder, but such obligation of the ground lessee shall not relieve the ground lessor from the obligations of an Owner hereunder.

   (d) **Parcel:** Any one of the Outparcel or the Anchor Parcel, as the context requires or suggests.

   (e) **Parcels:** The Outparcel and the Anchor Parcel together.

   (f) **Prohibited Use:** Those uses listed on Exhibit “A” attached hereto and incorporated herein by reference.

2. **Access Easement.** Declarant hereby grants, reserves, and establishes for the benefit of and as an appurtenance to the Parcels, the Owners thereof, their successors, assigns and Occupants, a perpetual non-exclusive right, privilege, and easement on, through, over and across all current and future driveways, roadways, sidewalks, and walkways constructed from time to time on the Parcels (such areas referred to herein as the “Access Easement Areas”) for the purposes of unobstructed vehicular and pedestrian access, ingress, and egress to, from, between, and through the Parcels (the “Access Easement”). Each Owner shall have the right, but not the obligation, to construct, relocate, and/or remove paved roadways and parking areas from time to time on such Owner’s Parcel (provided, the same shall not materially impair (except on a temporary or emergency basis pursuant to this Section) the access rights of any Owner provided
by the Access Easement), and the Access Easement shall apply only to such driveways, roadways, sidewalks, and walkways as the same may exist from time to time. The Access Easement is not intended to be, and shall not be construed as, an easement for vehicular or pedestrian ingress and egress related to any construction work or activities including, but not limited to, transporting, stockpiling or storing construction materials, soil, equipment or vehicles. Notwithstanding anything in this Declaration to the contrary, an Owner may reasonably limit, restrict, or impair (but not suspend) access through its Parcel on a temporary basis (not to exceed two (2) consecutive days) in connection with the maintenance of, or for repairs or improvements to, such Parcel after giving five (5) Business Days’ prior written notice thereof to the other Owner(s), or on an emergency basis without any requirement to provide advance notice. An Owner may limit, restrict, or impair access through its Parcel on a temporary basis exceeding two (2) consecutive days or suspend access only with the prior written consent of the other Party hereto.

3. **Parking Easement.** Declarant hereby grants, reserves, and establishes for the benefit of and as an appurtenance to the Anchor Parcel, the Owner thereof, its successors, assigns and Occupants, a perpetual non-exclusive right, privilege, and easement for reasonable, temporary parking of passenger vehicles by the Occupants of the Anchor Parcel (the “Parking Easement”) on seventeen (17) parking spaces designated as “Parking Easement Areas” on the Recorded Plat (the “Parking Easement Area”).

4. **Stormwater Drainage Easement.** Declarant hereby grants, reserves, and establishes for the benefit of and as an appurtenance to the Anchor Parcel, the Owner thereof, its successors, assigns and Occupants, a perpetual non-exclusive right, privilege, and easement (the “Drainage Easement”) for (a) discharging and draining surface and storm water from the Anchor Parcel to and through any existing and/or future detention or retention ponds, storm sewers and drainage lines, if any, on or within the Outparcel (“Drainage Facilities”), including, without limitation, the current Drainage Facilities located in the areas indicated as “Drainage Esmt” on the Recorded Plat, and (b) the installation, maintenance, repair, and replacement of Drainage Facilities reasonably necessary and as approved in writing by the Owner of the Outparcel (in its reasonable discretion) to connect to any drainage facilities located on the Outparcel (and the Owners shall record an amendment to this Agreement specifying the location of any such storm sewers or drainage lines and any conditions related thereto after any such written approval is given).

5. **Waste Facilities.** The Owner of the Outparcel shall have a nonexclusive right, privilege, and license for the benefit of the Outparcel, to locate and use one (1) standard-sized dumpster (all at the Owner of the Outparcel’s sole cost and expense) on the Anchor Parcel in that location which is closest to the Outparcel and mutually agreeable to the Owners of the affected Parcels. If requested by the Owner of the Anchor Parcel, the Owner of the Outparcel shall screen the dumpster by a permanent masonry wall enclosure constructed to blend with the masonry finish on the improvements located adjacent to such dumpster, which wall shall have a metal gate, so as the dumpsters are invisible to any invitee on the Overall Property.

6. **Easement Use; Maintenance Obligations; Reimbursement.**

(a) **Easement Use.** Each Owner shall have the right to use the area of its Parcel burdened by the easements contained herein to the extent not inconsistent with or otherwise
interfering with the rights granted to the other Owner(s) by this Declaration. Each Owner’s use of the easements on another Owner’s Parcel shall not interfere with or obstruct the use of or access to such Parcel by its Owner and Occupants and shall not create any obstruction or condition that is or may become hazardous to the other Owner, or its Occupants or the general public.

The right of any Owner or its designated contractors or agents to enter upon the Parcel of another Owner for the exercise of any right pursuant to the easements set forth herein shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Occupants. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work, at its sole cost and expense and with due diligence, shall repair any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify, defend and hold harmless the other Owner and its Occupants from all damages, losses, costs, expenses and liens attributable to the performance of such work.

(b) Performance of Maintenance. The Owner of the Anchor Parcel shall be responsible for keeping, maintaining, repairing, and replacing landscaping features (not including signage) and Drainage Facilities in good condition and repair throughout the Overall Property and the Parking Easement Area, and shall have an easement over the Outparcel for such purposes.

(c) Reimbursement for Maintenance. The Owner of the Outparcel shall, within thirty (30) days of demand therefor, reimburse the Owner of the Anchor Parcel for its pro rata percentage (in accordance with the rentable square footage of the improvements located on each Parcel) for all maintenance, repair, and replacement costs with respect to landscaping and Drainage Facilities throughout the Overall Property and the Parking Easement Area, and such portions of the Access Easement Areas located on the Anchor Parcel. Notwithstanding the foregoing, if any maintenance, repair, or replacement is necessary as a result of the actions or inactions of the Owner of the Outparcel or its Occupants beyond ordinary wear and tear, the Owner of the Outparcel shall be responsible for one hundred percent (100%) of the cost of such maintenance, repair, or replacement.

7. Restrictions on Outparcel. No Prohibited Use shall be conducted on the Outparcel without the prior written consent of the Owner of the Anchor Parcel. In addition, no changes shall be made to the parking areas, Drainage Facilities, lighting systems, driveways, roadways, sidewalks, walkways, or the arrangement, location and finish grade elevations of buildings located on the Outparcel without the prior written consent of the Owner of the Anchor Parcel. The Owner of the Anchor Parcel shall have the right to approve any plans, specifications and site plans for all buildings and other structures to be placed on the Outparcel; to approve the design, height, exterior elevations, materials and colors of any building and other structures; and to approve plans for parking, utilities, landscaping, irrigation, traffic circulation and signage. Such approvals shall not be unreasonably withheld, conditioned or delayed. The Owner of the Outparcel shall provide the Owner of the Anchor Parcel with copies of any and all submittals or resubmittals to governmental entities for development approvals of any type or nature and for rezoning, including planned development agreements, for approval. The Owner of the Anchor Parcel shall
have ten (10) business days to review such submittals and to provide the Owner of the Outparcel with approval or disapproval of the same, specifying in any such disapproval the matters to be addressed in any resubmittal. If the Owner of the Anchor Parcel fails to respond within ten (10) business days of the submittal, the Owner of the Outparcel shall deliver an additional written notice with the following in the subject line of such notice "FINAL NOTICE OF REQUEST FOR APPROVAL". If the Owner of the Anchor Parcel then fails to approve or disapprove of the submittal within ten (10) business days of receipt of the second written notice, the submittal shall be deemed approved as to all matters set forth in the submittal, but subject to the remaining terms of this Declaration.

8. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except those expressly set forth herein, shall be implied by this Declaration.

9. **Estoppel Certificate.** Any Owner may, at any time and from time to time, in connection with the sale, lease, assignment or transfer of such Owner's Parcel or any portion thereof, or in connection with the financing or refinancing of such Owner's Parcel by mortgage or deed to secure debt to a mortgagee or the ground lease or sale leaseback made to an unrelated third party, deliver written notice to the other Owner requesting such Owner to certify in writing (a) that to the knowledge of the certifying Owner, the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, the nature and amount of any and all defaults as described in such certification, and (b) to such other matters as the requesting Owner may reasonably request. An Owner receiving such request shall execute and return such certificate within ten (10) days following the receipt thereof. Such certificate may be relied upon by purchasers, assignees, tenants, transferees, mortgagees, ground lessors, leaseback-lessors and title companies.

10. **Indemnification.** Each Owner (the “Indemnifying Owner”) shall indemnify, defend and hold harmless the other Owner (the “Indemnified Owner”) from and against all claims, causes of action, liabilities, judgments, settlements, awards, costs, fines, fees and expenses actually incurred (including, without limitation, reasonable attorneys’ fees actually incurred), whether or not suit is brought, relating to (i) accidents, injuries, death, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its Occupants or others acting on behalf of such Indemnifying Owner, (ii) claims of lien for work or labor performed on behalf of or materials or supplies furnished to the Indemnifying Owner, its Occupants or others acting on behalf of such Indemnifying Owner, (iii) use of the Indemnified Owner’s Parcel for the easements granted to the Indemnifying Owner hereunder; except to the extent arising from the negligence or willful misconduct of the Indemnified Owner, its Occupants or others acting on behalf of such Indemnified Owner.

11. **Third-Party Beneficiary.** No person or entity other than an Owner shall have any rights to enforce this Declaration.

12. **Binding Effect; Liability Only During Period of Ownership.** The covenants and agreements contained in this Declaration shall be binding upon and shall run with and be a burden upon the title to the Parcels burdened thereby and the then-current Owner thereof and shall inure
to the benefit of the Owner of the benefitted Parcel and its legal representatives, successors in interest and assigns. Any transferee of the fee simple interest in any portion of any Parcel shall automatically be deemed by acceptance of title to said property or interest to have assumed all obligations of this Declaration relating thereto, effective as of the vesting of such interest, and the transferor shall upon completion of such transfer be relieved of all further liability with respect to such transferred interest or property under this Declaration except liability with respect to matters that may have arisen during its period of ownership of the property or interest so conveyed that remain unsatisfied.

13. **Notices.** Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently and effectively given or served for all purposes on the third (3rd) Business Day following the date of deposit thereof in the United States registered or certified mail with return receipt requested and postage prepaid, or on the date of delivery if delivered by a nationally-recognized overnight courier service (e.g., FedEx) to the parties hereto at the addresses shown in the introductory paragraph of this Declaration or at such other address as the respective parties may from time to time designate by like notice.

In the event of a change in address of which no notice has been given pursuant to this section, any notice given in compliance with this section shall still be deemed valid. Moreover, a notice sent to the address of record with the County tax office for a Parcel shall be deemed sufficiently given under this Declaration if sent by one of the means permitted hereby, so long as a copy is simultaneously sent to the addresses provided in this section.

14. **Independent Covenants.** Each and every covenant and agreement contained herein shall be construed for any and all purposes hereof as separate and independent, and the breach of any covenant by any Owner shall not release or discharge such Owner from its obligations hereunder, nor shall any breach result in a termination of any easement granted hereunder.

15. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner (a “Defaulting Owner”) to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any other Owner (a “Curing Owner”) shall have the right to perform such obligation contained in this Declaration on behalf of such Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with
interest at the rate of twelve percent (12%) per annum.

(c) **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) **No Termination for Breach.** Notwithstanding the foregoing to the contrary, no breach (whether one or more) hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration or its obligations hereunder. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee’s sale, or otherwise.

(e) **Irreparable Harm; Injunctive Relief.** In the event of a violation or threat thereof of any of the provisions of this Declaration, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Occupants to suffer irreparable harm and such non-defaulting Owner and its Occupants shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof.

16. **Subdivision; Multiple Owners.** In the event that any Parcel existing on the date of this Declaration is subdivided, such subdivided tracts shall, nevertheless, be and remain subject to this Declaration and all of its terms and conditions that apply to such subdivided tracts, and such subdivided tracts shall continue to be deemed to be a Parcel hereunder. In the event that any Parcel shall have more than one Owner at any given time, the obligations of such Owner shall be joint and several.

17. **Insurance.** Each Owner shall at all times maintain or cause to be maintained in full force and effect an “occurrence based” commercial general liability insurance policy covering its Parcel, including coverage for any accident resulting in bodily injury to or the death of any person and damages arising therefrom, and shall name the other Party as an additional insured. Upon request by any Owner, the other Party shall provide evidence of such insurance.

18. **Miscellaneous.**

(a) **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Florida.

(b) **Section Headings.** The section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(c) **Entire Agreement.** This Declaration constitutes the sole and entire agreement hereof with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written representation or agreement by any party hereto respecting the
subject matter hereof.

(d) Amendments. This Declaration may be modified or amended, in whole or in part, or terminated only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners, and recorded in the real property records of the Clerk of Superior Court of Volusia County, Florida.

(e) Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which being deemed to be one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal, as of the Effective Date.

Signed, sealed and delivered in the presence of these witnesses:

Print Name: ____________________

By: Stafford Capital Corporation, a Georgia corporation, its General Partner

Print Name: ____________________

By: Chad K. Tullos
Vice-President

STATE OF _________________

COUNTY OF _________________

The foregoing instrument was acknowledged before me this ___ day of April, 2019, by Chad K. Tullos, as Vice President of Stafford Capital Corporation, which is the sole General Partner of DeBary-Stafford Associates Limited Partnership, a Georgia limited partnership, on behalf of the company. He [check one] ☐ is personally known to me, or ☐ has produced a valid driver’s license as identification.

Notary: _______________________
Print Name: ___________________
Notary Public, State of Georgia
Commission Expires: ________________

[NOTARY SEAL]
CONSENT AND SUBORDINATION OF LENDER

The undersigned, being the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement encumbering the Overall Property and recorded January 2, 2014 in Book 6945, Page 1334 in the Official Records of Volusia County, Florida (the “Mortgage”) does hereby consent to the foregoing Declaration of Easements and Use Restrictions by DeBary-Stafford Associates Limited Partnership (the “Declaration”) to be recorded in the aforesaid records, and the undersigned does hereby further agree that said Mortgage and all other documents evidencing or relating to the indebtedness described in and secured thereby shall be and are subordinate and subject in all respects to the Declaration, and the Declaration shall not be canceled or terminated by any foreclosure of the Mortgage or such other documents.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this ____ day of __________________, 2021.

CENTERSTATE BANK, N.A.

By: ____________________________
Name: __________________________
Title: ____________________________

[SEAL]
EXHIBIT “A”

Prohibited Uses
City Council Meeting  
City of DeBary  
AGENDA ITEM

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REQUEST

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

PURPOSE

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

CONSIDERATIONS

The proposed project was previously approved in the 2020/2021 Strategic Planning Session. The intent of this initiative is to:

- Develop on-line (city webpage) GIS mapping.
- Import summary development entitlements and tag to parcels (Example, PUD zoning click will bring up DA’s and amendments).
- Provide Future Land Use Map and Zoning designations.
- Provide street, wetland, conservation, flood plain, and other relevant data.
- Will avoid having to get a GIS software license for each staff member as this will be accessible for their use.
- Provides improved customer service to residents with 24/7 access to planning and development information.
- Will promote economic development. For example, investors can remotely find land development info on DeBary, FL.
- Elevates DeBary to be consistent and/or exceed other jurisdiction’s best practices

The project time frame to design and build the GIS platform is approximately three (3) months, with twelve (12) months of service for maintenance and updates. A separate scope will be brought forward for annual maintenance updates. The Growth Management Department has a budget for this annual maintenance not to exceed $10,000/year. Maintenance shall include items such as software updates, quarterly land entitlement updates, zoning, future land use, parcel, flood plain and other data updates.
**COST/FUNDING**

The cost of development of the GIS system is $31,482. The cost of the proposed GIS project was approved in the FY 20/21 Strategic Planning session and funds are allocated in the approved budget for the current fiscal year.

**RECOMMENDATION**

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

**IMPLEMENTATION**

The City Manager will execute the attached scope with Kimley-Horn and then Staff will schedule project kick-off meeting to begin the process of building the GIS platform.

**ATTACHMENTS**

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

Identification of Project:

Project: City of DeBary GIS Program Development and Implementation
Project Manager: Erin Emmons, GISP

Project Understanding:

It is understood the City is interested in developing a geographic information system (GIS) program that can be managed by City staff. The City has requested the assistance of Kimley-Horn to collect, review, and develop essential baseline geographic data for the City along with assisting with the purchase and implementation of the City’s own Esri ArcGIS Online Organizational account to host the GIS information and online applications. The City currently does not have an existing GIS program in place or complete inventory of critical community assets. This scope provides assistance to the City in developing a phased GIS program implementation approach so that the City can view, update, and access all GIS information in-house, with Kimley-Horn providing monthly data maintenance support.

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

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

Specific Scope of Services:

Task 1 – Development and Maintenance of GIS Database

A. Kimley-Horn will coordinate with the City to schedule a virtual project kickoff meeting with City staff at the start of the project. At the meeting, the project objectives, schedule, and project deliverables will be reviewed.

B. A list of available data sources and layers to be collected will be developed by Kimley-Horn at the start of the project and reviewed by City staff at the project kick-off meeting.

C. Upon approval of the list of suggested data layers to be collected, Kimley-Horn will begin the development of the GIS geodatabase. Kimley-Horn will collect readily available sources of existing GIS data as well as data developed by the project team reflective of essential community assets to develop the baseline GIS database. Data collected and developed as part of this task will include a recommended maintenance schedule for updating. Common community features and elements that may be collected, if available will include:

- City Development Orders/Permits (layer will be developed based on development orders and permits processed from date of NTP, up to 160 per calendar year)
• Existing land use/zoning information summarized as overlays/polygon features or at parcel level. City will provide available electronics information of existing land use and zoning information.

• Transit route information will be summarized in the form of line features to represent routes and transit infrastructure will include a point file of existing bus stop information (if applicable). These layers will also include SunRail Commuter rail connection information and resources for reference.

• Parcel data will be obtained from the Property Appraiser and coordination with the agency in the development of a maintenance/update schedule anticipated to be updated monthly.

• Regional and local recreational bike trails and recreational areas (field verification/collection will not be performed) will be inventoried using available maps and digital resource provided by the Client or local resources.

• Environmental features (contamination sites, flood zones, tree inventories, habitats, etc.).

• Demographic information

The database will be developed using Esri software and will be published to the City’s AGOL organizational account.

D. Kimley-Horn will provide up to 5 hours a month of data maintenance and updates associated with changes to data created as part of Task 1.

E. Kimley-Horn will assist with coordination efforts associated with the City’s purchase of a Project Delivery AGOL account through Esri for project development. The AGOL account purchased will be available for a period of 1-year from date of purchase and renewed directly with Esri annually. Setup will include coordination with City staff and IT for configuration of the account and management of initial data publishing. Additional licenses will be confirmed during account setup and purchased up to the allocated expense amount identified by the City during the project kickoff meeting. Deliverables provided to the Client at the end of this task will be the username and password to access the online GIS, which will include the initial project data, and purchased licenses. The City will be responsible for all fees and license renewals associated with Esri software.

It is understood that the City will host the final data layers and web applications developed as part of this project through AGOL. Kimley-Horn will coordinate with the City at the start of the project to set up an online project Group through AGOL that will include access for the City and Kimley-Horn project team members for the purpose of sharing draft data layers and applications development at specified phases of the project as part of project delivery.

Task 2 – Development of online interactive applications

A. Kimley-Horn will meet with the City to present up to four (4) recommended online application themes/layouts for review and comment by the City. The proposed themes/layouts will not contain project information but will be used to discuss proposed content to be included, color schemes, and symbology of data to be displayed. An overview of available tools to be included within the application will also be proposed.
B. Upon confirmation of the proposed application theme/layouts Kimley-Horn will begin to transfer the content developed as part of the database development into the online application format. The draft application base map, content, and interface will be shared with the AGOL project Group when City review is required.

C. Kimley-Horn will respond to one (1) round of comments by staff regarding the draft application layouts/templates with project data and content. It is requested that comments and feedback are combined as one submittal by staff and provided to Kimley-Horn in writing. After Kimley-Horn addresses the provided comments to the application, future edits and changes are anticipated to be made by the City.

D. Kimley-Horn will create an application Project Page for the City to serve as a landing page for City staff and the public to access the development online applications and data created.

Task 3 – Staff Training and User Resources

A. Kimley-Horn will conduct up to four (4) hours total (1 hour each quarter) of training sessions with City staff on how to access and update information loaded into the online application. All training sessions will be recorded and provided to the City for use and reference.

B. Kimley-Horn will develop a summary of topics discussed during the training with additional resource materials to be used as instructional guides by City staff. Questions and comments regarding the application discussed during the training will be documented and potential revisions to the resource manuals will be outlined and submitted to the client for their records.

Deliverables

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

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

Additional Services

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

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Development and Maintenance of GIS Database</td>
<td>Month 1-12</td>
</tr>
<tr>
<td>Task 2: Development of online interactive applications</td>
<td>Month 2</td>
</tr>
<tr>
<td>Task 3: Staff Training and User Resources</td>
<td>Month 1-12</td>
</tr>
</tbody>
</table>

Fee and Billing

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Lump Sum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Development and Maintenance of GIS Database</td>
<td>$19,032</td>
</tr>
<tr>
<td>Task 2</td>
<td>Development of online interactive applications</td>
<td>$6,120</td>
</tr>
<tr>
<td>Task 3</td>
<td>Staff Training and User Resources</td>
<td>$3,980</td>
</tr>
<tr>
<td></td>
<td>Sub-Total (Labor)</td>
<td>$29,132</td>
</tr>
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</table>

Expense

<table>
<thead>
<tr>
<th>Expense</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esri ArcGIS online License Purchase</td>
<td>(Expense to be paid to Esri; see attached breakdown)</td>
<td>$2,350</td>
</tr>
<tr>
<td></td>
<td>Total Lump Sum Fees:</td>
<td>$31,482</td>
</tr>
</tbody>
</table>

Attachments: TABLE A

ACCEPTED:

THE CITY OF DEBARY, FLORIDA

BY: _________________________________

TITLE: _______________________________

DATE: _______________________________

KIMLEY-HORN AND ASSOCIATES, INC.

By: _________________________________

TITLE: Jonathan A. Martin, P.E. – Sr. Vice President

DATE: October 14, 2021
# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
## BREAKDOWN OF FEES

<table>
<thead>
<tr>
<th>Rate ($/Hour):</th>
<th>Senior Project Manager ($184)</th>
<th>Professional Engineer (PE) ($154)</th>
<th>Engineer (EI) ($106)</th>
<th>Clerical ($78)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Kimley-Horn and Associates, Inc.</strong></td>
<td><strong>Labor Hours</strong></td>
<td><strong>Cost</strong></td>
<td><strong>Labor Hours</strong></td>
<td><strong>Cost</strong></td>
<td><strong>Labor Hours</strong></td>
</tr>
<tr>
<td><strong>Development and Maintenance of GIS Database</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1</td>
<td>20</td>
<td>$3,680</td>
<td>66</td>
<td>$10,164</td>
<td>46</td>
</tr>
<tr>
<td>Project Kickoff meeting and initial data list development</td>
<td>4</td>
<td>$736</td>
<td>0</td>
<td>$0</td>
<td>2</td>
</tr>
<tr>
<td>Development of draft gis geodatabase and monthly maintenance</td>
<td>12</td>
<td>$2,208</td>
<td>60</td>
<td>$9,240</td>
<td>40</td>
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<tr>
<td>Esri AGOL Organizational account setup and installation</td>
<td>4</td>
<td>$736</td>
<td>6</td>
<td>$924</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Sub-Total Development and Maintenance of GIS Database</strong></td>
<td>20</td>
<td>$3,680</td>
<td>66</td>
<td>$10,164</td>
<td>46</td>
</tr>
<tr>
<td><strong>Development of online interactive applications</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2</td>
<td>5</td>
<td>$920</td>
<td>20</td>
<td>$3,080</td>
<td>20</td>
</tr>
<tr>
<td>Development of draft application layouts and final</td>
<td>5</td>
<td>$920</td>
<td>20</td>
<td>$3,080</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Sub-Total Development of online interactive applications</strong></td>
<td>5</td>
<td>$920</td>
<td>20</td>
<td>$3,080</td>
<td>20</td>
</tr>
<tr>
<td><strong>Staff Training and User Resources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 3</td>
<td>8</td>
<td>$1,472</td>
<td>6</td>
<td>$924</td>
<td>12</td>
</tr>
<tr>
<td>Staff training and training material development</td>
<td>8</td>
<td>$1,472</td>
<td>6</td>
<td>$924</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Sub-Total Staff Training and User Resources</strong></td>
<td>8</td>
<td>$1,472</td>
<td>6</td>
<td>$924</td>
<td>12</td>
</tr>
<tr>
<td><strong>TOTAL LUMP SUM FEE:</strong></td>
<td>33</td>
<td>$6,072</td>
<td>92</td>
<td>$14,168</td>
<td>78</td>
</tr>
<tr>
<td>Feature</td>
<td>Viewer</td>
<td>Creator</td>
<td>Field Worker</td>
<td>Editor</td>
<td>GIS Professional</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------</td>
<td>---------</td>
<td>--------------</td>
<td>--------</td>
<td>------------------</td>
</tr>
<tr>
<td>View Maps and Apps</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Monitor Dashboards</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Add and modify data Online</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Review and edit data Online</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Use apps for data collection</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Integrate field-collected data</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Share updates in real time</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Create maps and apps</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Analyze data</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Share maps and apps</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Admiration tools</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>ArcGIS Pro License</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cost</td>
<td>$100</td>
<td>$500</td>
<td>$350</td>
<td>$200</td>
<td>$700</td>
</tr>
<tr>
<td>Included Licenses</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Delivery Package</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suggested Additional Licenses</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Estimated Total Cost</td>
<td>$100</td>
<td>$0</td>
<td>$350</td>
<td>$0</td>
<td>$700</td>
</tr>
</tbody>
</table>

City Council Meeting
City of DeBary
AGENDA ITEM

Subject: Auditor Selection Committee Resolution 2022-01
From: Elizabeth Bauer, Finance Director
Meeting Hearing Date November 3, 2021

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

REQUEST

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

PURPOSE

Per Section 218.391, Florida Statutes, for any new auditor selection, an Auditor Selection Committee must be established. This Auditor Selection Committee (“Committee”) is needed to procure audit services for the fiscal year ended 9/30/2021 and it is anticipated a 5-year contract with 5 one-year options to renew will be awarded.

CONSIDERATIONS

Chapter 218 of the Florida Statutes requires an annual audit to be performed by an independent certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards. BMC CPAs has been performing audits of the City of DeBary since 1999; however, over the past few years, turnover has impacted the audit staff assigned to our audit. There are no more renewal periods remaining in our contract with BMC CPAs, and at present, they have not been able to provide their required peer review quality control documentation to the city.

Section 218.391, Florida Statutes, states that an auditor selection committee must be established, the primary purpose of which is to assist the governing body in selecting a qualified auditor to conduct the city’s annual financial audit. This Section also allows the auditor selection committee to serve other audit oversight purposes, and therefore staff recommends the auditor selection committee also serve as the audit committee. During recent years, the City Council as a whole has served as the audit committee, and this is why the auditors present the results of the annual audit as an agenda item to City Council, which allows the City Council to ask questions directly to the auditors.

The auditor selection committee must consist of at least three members. At least one member of the auditor selection committee must be a member of the governing body (i.e., the City Council), which member will serve as chair of the committee. Auditor selection committee meetings are subject to the
Sunshine Law. An employee of the city, including the city manager and the finance director, may not be a member of the committee; however, such individuals may serve in an advisory capacity.

City staff will assist the committee in administering the RFP process. The committee must establish the evaluation factors for audit services, publicly announce requests for proposals (RFP), provide interested firms with the RFP, evaluate proposals provided by qualified firms, and rank and recommend firms to the City Council. The City Council will select one of the firms recommended by the committee, and the City Council or its designee will negotiate a contract with such firm.

The committee needs to review the evaluation factors before the RFP is posted. Because the RFP needs to be posted soon, staff recommends the committee hold its first meeting on or about 11/8/2021. It is estimated that two subsequent meetings will be necessary. The meetings will be advertised as public meetings. The anticipated approximate schedule is as follows:

11/08/2021 - Auditor Selection Committee meeting at 6 p.m.
11/12/2021 – RFP publicized
12/03/2021 - RFP submittals due
12/06/2021 – Auditor Selection Committee meeting at 6 p.m. to distribute RFPs, scoring instructions
12/20/2021 – Auditor Selection Committee meeting at 6 p.m. to rank qualified firms
01/05/2022 – Agenda item to City Council to select audit firm
01/14/2022 – Executed contract with qualified auditor

COST/FUNDING

There is no cost to set up the Auditor Selection Committee. The cost of the annual audit is included in the budget.

RECOMMENDATION

Approve Resolution 2022-01 to establish the Auditor Selection Committee.

ATTACHMENTS

Resolution 2022-01
Section 218.391 Florida Statutes
RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DEBARY ESTABLISHING AN AUDITOR SELECTION
COMMITTEE, WHICH WILL ALSO SERVE AS THE AUDIT
COMMITTEE AS REQUIRED IN SECTION 218.391 OF
FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE
DATE

WHEREAS, section 218.39, Florida Statutes requires the City of DeBary to conduct an annual
financial audit; and

WHEREAS, section 218.391, Florida Statutes, provides for the procedures by which an auditor is
selected, which requires the establishment of an Auditor Selection Committee consisting of at least
three members, of which at least one must be a City Council Member; and

WHEREAS, pursuant to section 218.391, Florida Statutes, the primary purpose of the Auditor
Selection Committee is to assist the governing body in selecting an auditor to conduct the annual
financial audit; however the committee may serve other audit oversight purposes as determined by
the governing body; and

WHEREAS, this resolution will establish an Auditor Selection Committee, which will also serve
as the Audit Committee tasked with audit oversight; and

WHEREAS, this resolution will establish an Auditor Selection Committee whose members
consist of either at least three City Council Members or two City Council Members and a third
member of the public who has knowledge of audit requirements; and

WHEREAS, the Auditor Selection Committee members must be confirmed annually; and

WHEREAS, the City of DeBary City Council, after due consideration, has determined that
establishing an Auditor Selection Committee who will also serve the Audit Committee is in the
best interest of the City of DeBary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
DEBARY AS FOLLOWS:

Section 1. The City Council of the City of DeBary establishes an Auditor Selection Committee
whose primary purpose is to assist the governing body in selecting an auditor to conduct the annual
financial audit. The Auditor Selection Committee will also serve as the Audit Committee tasked
with audit oversight.
Section 2. The Auditor Selection Committee membership will consist of either at least three City Council Members or two City Council Members and third member of the public who has knowledge of audit requirements and will be determined annually.

Section 3. In the event of a conflict or conflicts between this Resolution and any other resolution or declaration of the City Council, this Resolution governs and controls to the extent any such conflict may exist.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND RESOLVED this 3rd day of November 2021.

ATTEST:       CITY COUNCIL
        CITY OF DEBARY

______________________________  ________________________________
Annette Hatch, CMC, City Clerk       Karen Chasez, Mayor

____________________________________________________
Date

SEAL
Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the committee may serve other audit oversight purposes as determined by the entity’s governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If
fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

4. The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm.

Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

5. The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

6. If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

7. Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

8. Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

9. If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.