



CITY COUNCIL MEETING

December 07, 2022 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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

APPROVAL OF MINUTES

[1.](#) Regular City Council Meeting November 2, 2022

[2.](#) Special City Council Meeting November 16, 2022

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Jay Strother, Principal, and Dr. Shaunn Smith, Support Facilitator
Highbanks Learning Center

Citizen's Academy Graduation

CONSENT AGENDA

[3.](#) City Manager is requesting City Council approve the Purchaser's Waiver of Condition to move forward with the purchase of the Riverbend South property, a.k.a. Alexander Island.

[4.](#) The Parks and Recreation Department is requesting Council approve the attached Piggyback Agreement with Musco Lighting through Sourcewell Cooperative Purchasing to complete the Bill Keller Court Lighting Project.

[5.](#) Staff is requesting City Council authorize the City Manager to execute Kimley-Horn Individual Project Order No. 2 to continue development of the City's GIS platform.

PUBLIC HEARINGS

[6.](#) Staff is requesting City Council approve the first reading of Ordinance No.14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD's boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement. (Quasi-Judicial)

- [7.](#) Staff is requesting City Council approve the first reading Ordinance No. 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD's boundaries.
- [8.](#) Staff is requesting City Council approve the Order of Condemnation for 3 Amigos Road, DeBary, FL. (Quasi-Judicial)

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting December 21, 2022, 6:30 p.m.

ADJOURN

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

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



CITY COUNCIL MEETING

November 02, 2022 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Wendy Cullen, Human Resources Director; Eric Frankton, Information Technology Director; and, Annette Hatch, City Clerk.

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

Thomas S. Marshall, Sr., and Eric Hill addressed Council.

APPROVAL OF MINUTES: Motion by Council Member Stevenson to approve the minutes from the Regular City Council Meeting September 7, 2022, the Special City Council Meeting September 21, 2022, the Regular City Council Meeting October 5, 2022, and the Special City Council Meeting October 19, 2022. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PUBLIC HEARINGS:

Staff is requesting City Council approve the second reading of Ordinance No. 07-2022, adopting a special assessment for a street lighting district for Units 9B and 9C of the Riviera Bella Subdivision.

City Attorney read the Ordinance into the record.

Staff briefly reviewed the Ordinance.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 07-2022. Seconded by Council Member Stevenson. Motion passed unanimously.

NEW BUSINESS:

Staff requests City Council approve the employee health insurance plans recommended by staff for plan year January 1, 2023 – December 31, 2023.

Staff reviewed the plan and highlighted changes.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the employee health insurance plans. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council discuss and provide guidance on the purchase of Alexander Island, and the Interlocal Grant Agreement and Perpetual Conservation Easement from Volusia County.

City Manager and City Attorney gave a brief history of the City’s pursuit of the property and outlined the Volusia Forever agreement’s use limitations, enforcement provisions and repayment requirements.

Brad Burbaugh, Volusia County Resource Stewardship Director, addressed Council.

Council discussed the information presented and provided guidance to the City Manager.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: Special City Council Meeting November 16, 2022, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:42 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

November 16, 2022 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Eric Frankton, Information Technology Director; Richard Villasenor, City Engineer; and Annette Hatch, City Clerk.

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

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

PUBLIC HEARINGS:

Staff is requesting City Council to hear on first reading, Ordinance # 13-2022, amending the Comprehensive Plan's Future Land Use Map (FLUM) to change the future land use classification of a vacant parcel of land on Palm Road and Gardenia Avenue from Commercial/Retail (C/R) to Residential/Low-Medium Density (R/LMD).

City Attorney read the Ordinance into the record.

Staff reviewed the project location and land use designations.

Mark Watts, attorney for the applicant, Bill Cary, Peggy Wilson, and Faye Brandani addressed Council.

Motion by Vice-Mayor Butlien to deny Ordinance No. 13-2022. Seconded by Council Member Stevenson. Motion passed unanimously.

A request from Steven Welborn, applicant, consistent with Land Development Code Section 18-252 – appeal from action of City.

Mayor Chasez briefly reviewed the quasi-judicial process.

City Clerk swore in all those who wished to speak.

Mayor and Council Members disclosed all ex-parte communications.

Staff gave a history of the appeal to date.

Mr. Wellborn, the applicant, presented his evidence.

Mrs. Wellborn addressed Council.

City Attorney acknowledged the expert opinion received and reiterated the survey findings.

Richard Villasenor, City Engineer, discussed the City's permitting process.

City Manager addressed Council.

Motion by Council Member Stevenson to deny the request to appeal. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

NEW BUSINESS:

Staff is requesting City Council approve Resolution No. 2022-22 to amend fiscal year 2021-2022 budget.

City Attorney read the Resolution into the record.

Staff reviewed the amendment amounts.

No one addressed Council.

Motion by Council Member Stevenson to approve Resolution No. 2022-22. Seconded by Council Member Pappalardo. Motion passed unanimously.

City staff requests City Council approve a waiver of purchasing procedure and purchase of wetland mitigation credits from Farmton Mitigation Bank as recommended by our consultants in the amount of \$52,800.

Staff reviewed the purchasing waiver and the wetland mitigation request.

No one addressed Council.

Motion by Council Member Stevenson to approve the waiver of purchasing procedures and to purchase the wetland mitigation credits from Farmton Mitigation Bank. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

City Manager is requesting City Council authorize the expenditure with Stevens and Stevens in the amount not to exceed \$65,000 for the purpose of performing digitizing services and storage of records for FY2022-2023.

Staff reviewed the request and stated it was a budgeted item.

No one addressed Council.

Motion by Vice-Mayor Butlien to authorize the expenditure. Seconded by Council Member Pappalardo. Motion passed unanimously.

Request City Council affirm Resolution No. 2022-21 Declaration of State of General Emergency due to Subtropical Storm Nicole.

City Attorney read the Resolution into the record.

City Manager reviewed the emergency declaration.

No one addressed Council.

Motion by Council Member Pappalardo to affirm Resolution No. 2022-21. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting December 7, 2022, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:52 p.m.

**APPROVED:
CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



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

Subject: Purchaser’s Waiver of Condition – Recicar Agreement for Sale and Purchase From: Carmen Rosamonda, City Manager Meeting Hearing Date December 7, 2022	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
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REQUEST

City Manager is requesting City Council to approve the Purchaser’s Waiver of Condition to move forward with the purchase of the Riverbend South property, a.k.a. Alexander Island.

PURPOSE

The purpose is to waive the condition in the Agreement for Sale and Purchase (Section 7.A.1) requiring the City and Volusia County to enter into an Interlocal Agreement by December 7, 2022.

CONSIDERATIONS

- The City made application to the Volusia Forever Grant Program seeking financial assistance to purchase Alexander Island.
- A process was established between the City and County whereby the City would enter into an Agreement for Sale and Purchase directly with Thomas S. Recicar Trust and seek grant funding (\$2.185M) through an Interlocal Agreement.
- The City approved the Agreement for Sale and Purchase with Thomas S. Recicar Trust on October 7, 2022, whereby one of the conditions for sale was the City and Volusia County would enter into an Interlocal Agreement by December 7, 2022.
- Volusia County and City Staff worked diligently to negotiate the Interlocal Agreement and Conservation Easement. When negotiations became stalemated, the City Manager brought a discussion agenda item to the City Council for guidance. After much analysis and deliberation, including interaction with Volusia County Staff, the City Council gave the City Manager clear guidance to move forward to purchase the subject property directly.
- Section 7A of the Agreement for Sale and Purchase outlines the conditions for closing. Section 7.A.1 provides the condition of the Interlocal Agreement with the Volusia County. Section 7B of this agreement grants the City the authority to waive Closing Condition 7.A.1.

- Approval of the Purchaser's Waiver of Condition continues the process of purchasing the property directly from Thomas S. Recicar for \$3,500,000. The City is currently within the 90-day Inspection Period which ends on or about January 6, 2023. Subject to satisfaction of the Closing Conditions, the Property shall be closed with thirty (30) days after the expiration of the Inspection Period.

COST/FUNDING

There is no cost for approval of this Waiver of Condition.

RECOMMENDATION

It is recommended that the City Council approve the Purchaser's Waiver of Condition to move forward with the purchase of the Riverbend South property, a.k.a. Alexander Island.

IMPLEMENTATION

The Purchaser's Waiver of Condition will be issued to Thomas S. Recicar Trust.

ATTACHMENTS

Purchaser's Waiver of Condition
Agreement for Sale and Purchase, executed October 7, 2022

PURCHASER’S WAIVER OF CONDITION

THIS PURCHASER’S WAIVER OF CONDITION (this “**Waiver**”) is made and is effective as of the _____ day of December, 2022 (“**Waiver Effective Date**”), by the **CITY OF DEBARY**, a Florida municipal corporation (“**Purchaser**”) in favor of **THOMAS S. RECICAR**, as **Successor Trustee of that certain Land Trust dated June 2, 1975** (“**Seller**”).

RECITALS

WHEREAS, on or about October 19, 2022, Seller and Purchaser entered into that certain Agreement for Sale and Purchase (the “**Agreement**”) for the purchase and sale of certain real property described therein;

WHEREAS, pursuant to Section 7.A.1 of the Agreement, Purchaser’s obligation to purchase the Property is conditioned upon Volusia County providing funding to Purchaser for the purchase of the Property in the amount of \$2,180,500.00 pursuant to a certain inter local agreement between Purchaser and Volusia County to be approved by the Purchaser’s City Council and by Volusia County’s County Council on or before December 7, 2022 (hereinafter the “**Volusia County Funding Condition**”).

WHEREAS, Purchaser wishes to waive the Volusia County Funding Condition.

NOW, THEREFORE, pursuant to the provisions of the Agreement, Purchaser does hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Waiver of Condition. Purchaser hereby waives the Volusia County Funding Condition.

{SIGNATURE ON FOLLOWING PAGE}

IN WITNESS WHEREOF, Purchaser has executed this Waiver as of the Waiver Effective Date.

PURCHASER:

CITY OF DEBARY

By: _____

(Print Name)

Its: _____

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF DEBARY, a Florida municipal corporation ("Purchaser"), and THOMAS S. RECICAR, as Successor Trustee of that certain Land Trust dated June 2, 1975 ("Seller").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the real property more particularly described on Exhibit "A" attached hereto and any other real property in which Seller has any interest that abuts or is proximate to the real property described on Exhibit "A" including all and singular the rights and appurtenances pertaining to the real property described on Exhibit "A" including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the property described on Exhibit "A" in any respect (the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and ten dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **AGREEMENT TO BUY AND SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **EARNEST MONEY.**

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Fishback Law Firm (the "Escrow Agent") with notice to Seller an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Earnest Money Deposit"), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier's check issued by a bank whose deposits are federally insured.

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B. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

C. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder.

4. **PURCHASE PRICE.** The purchase price to be paid by Purchaser to Seller for the Property shall be Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

A. Purchaser shall have ninety (90) days after the Effective Date (the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for any use deemed acceptable by the Purchaser. Purchaser may extend the Inspection Period for up to one (1) additional thirty (30) day period for the limited purpose of obtaining an acceptable survey and/or environmental assessment by providing written notice to Seller prior to the end of the Inspection Period. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement. If the Purchaser does not terminate this Agreement during the Inspection Period as it may be extended, the Purchaser agrees to accept the Property in "AS IS" condition at the end of such Inspection Period as it may be extended, except for any conditions created by the Seller subsequent to any physical inspections by Purchaser's contractors and except for any Title Defects which are not cured by Seller or waived by Purchaser.

B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Real Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and

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at its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's intended uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Purchaser. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, a copy of Seller's previous title insurance policy. Seller has already provided to Purchaser copies of the following items in Seller's possession: surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property during the Inspection Period.

6. SURVEY AND TITLE MATTERS.

A. Within ninety (90) days after the Effective Date, Purchaser shall, at Purchaser's expense, obtain a survey of the Property ("**Survey**") in a form and substance acceptable to Purchaser and sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined). Notwithstanding the foregoing, any cattle fence encroachments shall not be considered Title Defects as provided below and shall be accepted by the Purchaser in "AS IS" and "WHEREIS CONDITION" if Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period as it may be extended.

B. Within thirty (30) days after the Effective Date, Purchaser shall obtain, at Purchaser's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment

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shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The **Title Policy** shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. Within twenty (20) days after the receipt of each of the Title Commitment and Survey, but not later than the end of the Inspection Period, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".

D. Within five (5) business days after receipt of notice of Title Defects from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) business day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than the later of: (i) expiration of the Inspection Period, and (ii) if Seller has elected to attempt to cure the Title Defects, the last day of Seller's sixty (60) day cure period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. CONDITIONS TO CLOSING.

A. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. Volusia County providing funding to Purchaser for the purchase of the Property in the amount of \$2,180,500.00 pursuant to an inter local agreement between Purchaser and Volusia County that provides for a management plan and conservation easement over the Property, which interlocal agreement is approved by the Purchaser's City Council and by the Volusia County Council on or before December 7, 2022.

2. The material representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.



3. Seller shall have performed and complied with all material covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination. In the event Closing Condition 7.A.1 is not met by December 7, 2022, the Purchaser shall either terminate this Agreement and the Earnest Money Deposit shall be returned to the Purchaser or the Purchaser shall waive Closing Condition 7.A.1 by December 21, 2022 and the current Earnest Money Deposit becomes non-refundable as of December 21, 2022.

C. Seller's obligation to sell the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "Closing Conditions"):

1. Purchaser's City Council approving this Agreement on or before October 19, 2022.

2. The material representations and warranties of Purchaser contained in this Agreement shall be true and correct as of the Closing Date.

3. Purchaser shall have performed and complied with all material covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

D. In the event any of the foregoing Closing Conditions are not satisfied to the Seller's reasonable satisfaction prior to the Closing Date, then Seller shall provide Purchaser with written notice thereof, and Seller shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. CLOSING.

A. Closing Date. Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the "Closing" or "Closing Date") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. Conveyance of Real Property. At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed ("Deed") conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is



not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser's election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be customary, reasonable, and necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. Prorating of Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any re-prorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

D. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost of documentary stamps to be affixed to the Deed and the cost to record any corrective documents or any documents necessary to confirm Seller's authority to convey the Property to Purchaser. Purchaser shall pay the cost of recording the Deed, the cost of the Survey and the cost of the owner's title insurance policy and related costs. Each party shall pay its own attorneys' fees and costs.

9. WARRANTIES AND REPRESENTATIONS OF SELLER.

A. To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

1. Seller is the owner of the Property, and, at Closing the Property will be free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

2. To the Seller's knowledge, there are no Hazardous Substances or underground tanks on or within the Property. Further, to Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.



3. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof.

4. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

5. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

6. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

7. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite trustee actions necessary to authorize Seller to enter into this Agreement and to perform his obligations hereunder have been taken.

8. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

9. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser. The existing cattle grazing lease will be terminated by Seller and all cattle removed prior to Closing.

10. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained in this Section 9 shall survive the Closing for a period of one (1) year.



10. WARRANTIES AND REPRESENTATIONS OF PURCHASER.

A. To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

1. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

2. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

The covenants and agreements contained in this Section 10 shall survive the Closing.

11. ENVIRONMENTAL MATTERS/HAZARDOUS SUBSTANCES.

A. Definition of Hazardous Substances. "Hazardous Substances" shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to petroleum based substances and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.

B. Clean-up. If Purchaser's environmental inspections of the Property reveal the existence of any Hazardous Substance on, in, at, about or under the Property, then Seller may at Seller's sole and absolute option elect, at Seller's sole expense, to complete the clean-up of the same prior to Closing and in accordance with all applicable governmental standards or Purchaser may terminate this Agreement prior to expiration of the Inspection Period. If Seller elects to complete the clean-up and such clean-up is not completed, and written certification thereof by all applicable governmental authorities is not received by Purchaser, prior to Closing, then Purchaser may: (1) terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Purchaser; (2) accept the condition of the Property notwithstanding such incomplete clean-up and proceed to Closing without any reduction in the Purchase Price or further obligation on the part of Seller to complete such clean-up; or (3) extend the Closing Date until such time that Seller has completed the clean-up.



12. **DEFAULTS.**

A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to: (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit; or (ii) enforce specific performance of this Agreement against Seller; or (iii) maintain an action for damages.


B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement, except the Seller's right to enforce the indemnity obligations of the Purchaser under Paragraph 5 B above, and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Other than the indemnity obligation of the Purchaser referenced above Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit and to enforce any indemnity obligation of the Purchaser as provided above as Seller's sole and exclusive remedies and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. Notwithstanding subsections A. and B. above, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survives Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

13. **ASSIGNMENT.** The Purchaser may assign this Agreement; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

14. **POSSESSION OF PROPERTY.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **CONDEMNATION.** In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior

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to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, or (ii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby other than as noted below. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller has engaged, and is obligated and agrees to pay, Coldwell Banker Commercial Coast Realty, any and all fees, costs, and commissions related to, or in any way associated with, this Agreement and transaction, and Purchaser has no obligation related thereto. This Section 16 survives the termination of this Agreement and the Closing.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

Thomas S. Recicar, as Successor Trustee
of that certain Land Trust dated June 2, 1975
306 Live Oak Drive
Vero Beach, Florida 32963
Telephone: 407-468-1688

To Purchaser at the following address:



City of DeBary
Attn: Carmen Rosamonda, City Manager
16 Colomba Road
DeBary, Florida 32713
Telephone: 386-668-2040

With a copy to: Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400

Escrow Agent: Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
Mark F. Ahlers, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.



19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, the covenants, representations and warranties set forth in this Agreement shall not survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Volusia County, Florida.

23. **TIME FOR ACCEPTANCE.** Seller shall execute and deliver this Agreement to Purchaser and Purchaser shall submit the same for approval to the Purchaser's City Council. The Agreement shall remain a valid and binding offer provided the same is approved by the Purchaser's City Council and then executed by the Mayor or other authorized representative of the Purchaser on or before October 19, 2022.

24. **EFFECTIVE DATE.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date Purchaser's City Council approves this Agreement and the Agreement is thereafter signed by an authorized representative of the Purchaser on or before October 19, 2022.

25. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.



26. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably and customarily necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

27. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property:
"RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

28. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

29. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Paragraph 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Volusia County, Florida, without further liability or responsibility on the Escrow Agent's part. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 29 survives termination of this Agreement and the Closing.

30. **1031 EXCHANGE.** The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section

1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

[Signatures on following pages]



IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

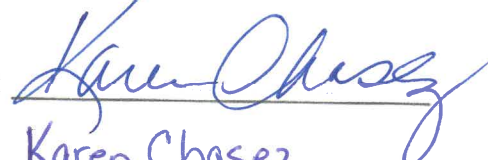


THOMAS S. RECICAR, as
Successor Trustee of that certain
Land Trust dated June 2, 1975

Date: OCTOBER 7, 2022

PURCHASER:

CITY OF DEBARY
a Florida municipal corporation

By: 
Karen Chasez
(Print Name)

Its: Mayor

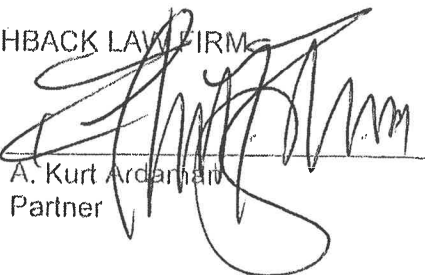
Date: October 19, 2022

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

FISHBACK LAW FIRM

By:


A. Kurt Ardahan
Partner


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EXHIBIT "A"

South one-half of Government Lot 1 and all of Government Lots 2, 3, and 4 of Section 7, Township 19 South, Range 30 East, Volusia County, Florida and all property that is part of Volusia County Property Appraiser Parcel No. 900700000020.

A handwritten signature in blue ink, consisting of a large circular mark followed by several horizontal strokes.



City Council Meeting City of DeBary AGENDA ITEM

Subject: Piggyback Agreement for the Bill Keller Park Lights Project	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz, Parks and Recreation Director	
Meeting Hearing Date 12/7/2022	

REQUEST

The Parks and Recreation Department is requesting Council approve the attached Piggyback Agreement with Musco Lighting through Sourcewell Cooperative Purchasing to complete the Bill Keller Court Lighting Project.

PURPOSE

The request is needed at this time so we can move forward with this project.

CONSIDERATIONS

This project is an ECHO funded project and will add court LED lighting to the basketball court and tennis courts at Bill Keller Park. It will also allow for future court lighting on the pickleball courts as well as add power to other parts of that facility. These are our only full basketball and tennis courts and will be our only lit courts when the project is complete.

An approved budget was set for this project for fiscal year 21/22. The budget was set based on budgetary numbers from a local contractor, a national lighting contractor, Duke Energy, and research from similar projects that were done recently in our area. Due to the time it takes to complete the ECHO grant and then complete the project, we generally add a 10% contingency to account for price increases over that time period. However, due to the current economic climate prices have increased over 100% in some cases and have put the project over budget.

The City put the project out to bid this past August 2022. Sealed bids were opened on September 20th with the lowest bid coming in at \$275,384 which would be \$155,000 over our \$120,000 budget. Those bids were not accepted and we set out to look for a piggyback agreement through national cooperative purchasing. We came across two vendors that were able to send us a bid based on their cooperative purchasing contracts that were advertised at the national level. The lowest bid from Musco Lighting is what is presented today at \$185,000, which reduced our initial bid amount by \$90,000. We have a great

relationship with Musco Lighting. They are a highly respected national lighting vendor and have installed all the lighting at our facilities.

The budget overages will not affect the ECHO grant. The grant funding is still approved at the original budget whereas the City would have to incur the cost for the budget overages. The majority of the ECHO reimbursement will be received this fiscal year for the lights project. The 2nd part of this ECHO project is the Dog Park at Bill Keller Park. This project will be pushed to next fiscal year and be funded through a capital project request.

The Piggyback Agreement was prepared by J. Giff Chumley, City Attorney with Fishback Law Firm.

COST/FUNDING

The original project budget of \$120,000 will be funded from this fiscal year's approved capital project budget. The remaining overage (\$65,000) will be funded by Park Impact Fees. A budget amendment will be made in March 2023 to carry over the budgeted funds for the project from the FY 21/22 budget and cover the additional cost.

RECOMMENDATION

It is recommended that the City Council approve the attached piggyback agreement with Musco Lighting and waive the pricing irregularity due to economic conditions since the original competitive bid and contract was executed with Sourcewell, a State of Minnesota local government agency.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will coordinate with Musco Lighting to start the project. It is anticipated that we could break ground on the project in 6-8 weeks from the time the agreement is executed.

ATTACHMENTS

Attachment A: Bill Keller Sports Court Lighting Project Sourcewell Quote

Attachment B: Piggyback Agreement

Attachment C: Sourcewell Customer Information Package

Attachment D: 071619-MSL - Price Information

Attachment E: RFP_20071619_Sports_Lighting

Attachment F: Proposal Evaluation_Sports_Lighting

Attachment G: Debary Bill Keller Costs Letter

Attachment H: Bid Tabulation

Attachment I: ECHO Bill Keller Light and Dog Park Project

Date: 10/18/2022

Project: Bill Keller Sports Court Lighting
Debary, Florida
Ref:221873

Sourcewell

Master Project: 199030, **Contract Number:** 071619-MSL, **Expiration:** 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Tennis(2 Court 12' Spacing) BKB 85'x40'.....\$185,000.00

Sales tax and bonding are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles Tennis
- Guaranteed light levels of 40 footcandles Basketball

System Description

- (12) Factory aimed and assembled luminaires
- (6) Precast Bases
- (6) Galvanized Steel Poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® control and monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support
- Player activated push button strobe on/off

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Installation Services Provided

[See attached scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2020 FBC, 140 Category II

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Sales Representative
Musco Sports Lighting, LLC
Phone: 352-665-0578
E-mail: Danny.Sheldon@Musco.com



Scope of Work Turnkey Installation

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey and mark pole locations per Musco supplied layout. (i.e. home plate, center of FB field).
4. Pay any necessary power company fees and requirements.
5. Pay all permitting fees.
6. Provide any existing as-built documents or drawings.
7. Provide labor, materials, and equipment to trim trees as needed for access to poles.
8. Top dress on and off field grounds where equipment access is required, and damage does not exceed that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide Musco Sportscluster TLC for LED Poles and fixtures, Control Link and Contactor Cabinets
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
6. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities – All Fields:

General:

1. Obtain any required permitting.(Owner to pay for permits).
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Provide ground protection when field access is required.



Musco Subcontractor Responsibilities – Foundations, Poles and Fixtures:

1. Confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide materials and equipment to install (6) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Choose an item.
4. Provide materials and equipment to assemble Musco TLC-LED fixtures, electrical enclosures, poles and pole harnesses.
5. Provide equipment and materials to erect (6) dressed LSS Poles and aim utilizing the pole alignment beam.
6. Provide startup and aiming as required to provide complete and operating sports lighting system.
7. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Musco Subcontractor Responsibilities – Electrical:

1. Provide materials and equipment to install new service from utility transformer location shown on the electrical drawings. Located and sized per Cabral Engineering drawings.
2. Provide materials and equipment to install pole feeder circuits and terminate wiring at poles as needed.
3. Provide as built drawings on completion of installation as needed.
4. Hand digging is included to avoid existing gas lines.

Musco Subcontractor Responsibilities – Control System:

1. Provide equipment and materials to install (1) Lighting Contactor Cabinet, Communication Cabinet and terminate all necessary wiring.
2. Provide a dedicated 120v 20amp controls circuit or a step-down transformer for 120v control circuit if not available.
3. Provide a dedicated 20amp breaker connected to all available phases for powerline communication.
4. Cable is terminated on surge protection device at each modem. Drain wire is landed at surge device on C&M cabinet. Communication cabinet requires earth ground.
5. Check all Zones to make sure they work in both auto and manual mode.
6. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).



AGREEMENT BETWEEN
CITY OF DEBARY, FLORIDA
AND

MUSCO SPORTS LIGHTING LLC

**PIGGYBACK AGREEMENT TO CONTRACT NO. 071619-MSL, ENTERED INTO BY AND BETWEEN
SOURCEWELL AND MUSCO SPORTS LIGHTING LLC, DATED AUGUST 29, 2019.**

THIS AGREEMENT (this “Agreement”) is entered into by and between CITY OF DeBARY, a Florida municipal corporation, whose address is 16 Colomba Road, DeBary, Florida 32713 (hereinafter referred to as “City”), and MUSCO SPORTS LIGHTING LLC, a Foreign Limited Liability Corporation, with its principal office located at 100 1st Avenue West, Oskaloosa, IA 52577 (hereinafter referred to as “MUSCO” or “Vendor”).

WHEREAS, the City desires to engage a contractor to provide and install one or more lighting solutions for tennis and basketball courts located at Bill Keller Park, which park is located at 338½ Colomba Road, DeBary, FL 32713; and

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative, publicly solicited a request for proposals, resulting in Contract #071619-MSL (“the Original Government Contract”) awarded to Musco Sports Lighting, LLC. The Agreement entered into by Sourcewell was created for the use of Sourcewell, its members, and other governmental entities authorized by law to participate in cooperative purchasing agreements upon approval by such entity; and

WHEREAS, § 14.C. of the City of DeBary Purchasing Policy and Procedures allows for Cooperative Purchasing of goods and services to be purchased at the same unit prices solicited in a contract/bid placed by another governmental agency; and

WHEREAS, both parties anticipate an increase in price over the prices solicited in the Original Government Contract due to recent inflation, wage demands, and supply chain issues; and

WHEREAS, City staff has reviewed the anticipated price changes from the prices solicited in the Original Government Contract, and have determined same to be reasonable in light of industry price increases arising from the COVID-19 pandemic, labor shortages, inflation, and supply chain issues; and

WHEREAS, the City Council has reviewed the contract and pricing herein and, by approving this Agreement, opts to waive any irregularity in approving the Original Government Contract with the price increases as reflected in **Exhibit A** as permitted by § 18.B. of the City of DeBary Purchasing Policy and Procedures; and

WHEREAS, the City has determined that use and procurement of MUSCO’s goods and services pursuant to the terms and conditions of the publicly procured Original Government

Contract and at the pricing set forth in the contract documents attached hereto and incorporated herein as **Exhibit A**, is cost-effective and in the best interest of the City, and therefore, the City approves this Agreement pursuant to § 14.C. and § 18.B. of the City of DeBary Purchasing Policy and Procedures.

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City agrees to enter into and does hereby enter into this Agreement with MUSCO, and MUSCO agrees to enter into and does hereby enter into this Agreement with the City for the Scope of Services as set forth herein:

1. RECITALS: The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. SERVICES. MUSCO shall provide the City with materials and installation of those lighting systems outlined in the quote provided by MUSCO dated October 18, 2022 and attached hereto and incorporated herein with the Original Government Contract as executed between Sourcewell and MUSCO attached hereto as **Exhibit "A."** The terms and conditions of such Original Government Contract are further incorporated herein and made a part of this Agreement to the extent that they do not conflict with this Agreement, except that the "City of DeBary" will be substituted for "Sourcewell," or other such terms as may be used to refer to the contracting agency, and any references to Sourcewell or contracting agency personnel or staff will be read to refer to functionally equivalent or corresponding City of DeBary personnel and staff. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions except as otherwise modified by this Agreement. Any references to statutes, ordinances, rules, resolutions, or code provisions not applicable to the City of DeBary will be deemed stricken from the Original Government Contract and not be applied to or in the construction of this Agreement (e.g., references to state or other local laws not generally applicable to the City). All notices required to be sent or provided to Sourcewell or another contracting agency must instead be provided to the City as set forth in paragraph 8 of this Agreement. If the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement will control to the extent of such conflict. The City will have no liability or responsibility for or concerning MUSCO's products or services provided to Sourcewell, the State of Minnesota, or any other Sourcewell member, governmental entity or agency piggybacking upon or otherwise utilizing the Original Government Contract. Nothing under this Agreement will require the City to order or otherwise purchase any minimum amount of equipment or services.

3. TERM/TERMINATION. The initial term of this Agreement will be from the Effective Date until the work and services are completed, unless terminated earlier in accordance with this Agreement. The initial term together with any renewal term hereunder will be collectively referred to in this Agreement as the "Term." The termination provisions of the Original Government Contract are incorporated herein by this reference.

4. WARRANTY. All the services and products to be provided or performed by MUSCO must be in conformance with commonly accepted industry and professional codes and standards, ordinances, resolutions, and standards of the City and the legal compliance provisions of this Agreement.

5. CITY LOGO. MUSCO may not use the City's logo unless otherwise authorized in writing by the City Manager. MUSCO's or its employee's, or agent's misuse of the City's logo will constitute a material default of this Agreement and basis for immediate termination of this Agreement upon written notice, and be subject to other rights and remedies that the City may have at law and in equity.

6. INSURANCE. Within ten (10) days from the Effective Date and prior to rendering services to the City, MUSCO shall provide the City with any certificates of insurance evidencing insurance coverage as may be required by the Original Government Contract. To the extent that any such policies may have been provided for the benefit of Sourcewell or another contracting entity, such must be provided for the benefit of the City. MUSCO must list the City as an additional insured or named insured on each such policy if required to do so with regard to Sourcewell under the Original Government Contract. MUSCO must maintain the minimum required any such required insurance coverages throughout the Term of this Agreement and for such time following the expiration or termination of this Agreement as may be required by the Original Government Contract.

7. GOVERNING LAW.

(A) Laws/Venue/Mediation. This Agreement is governed by and to be construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement, including its exhibits and performance of services hereunder will, if in state court, be in Volusia County, Florida before County Court or Circuit Court (as appropriate) in and for Volusia County, Florida, or, if in federal court, the Middle District of Florida, Orlando Division.

Any disputes, claims, or counterclaim between City and MUSCO arising out of or in connection with this Agreement that cannot be amicably resolved by the parties through good faith negotiations must first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes, or other matters in question by mediation. The exclusive method to initiate mediation is for either party to serve a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, will be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding may be filed until (i) the mediator declares an impasse, which declaration, in any event, must be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made if the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation or repose or to obtain emergency injunctive relief. If a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit must be abated upon motion of either party until the mediation requirement has been satisfied, except in the case of a cause of action for emergency injunctive relief. The parties must share the mediator's fee equally. The mediation must be

held in Volusia County, Florida, preferably in southwest Volusia County, unless another location is mutually agreed upon in writing by the parties. Agreements reached in mediation are enforceable as settlement agreements in any court having jurisdiction over same. These alternative dispute resolution procedures supersede and replace any other alternative dispute resolution procedures required or imposed by the Original Government Contract.

(B) Sovereign Immunity. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement may be considered or deemed a waiver of the City's sovereign immunity protections or of any other privilege, immunity, or defense afforded to the City and its officials, officers, agents, and employees under law. Regardless of anything set forth in any section, part, or portion of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set forth by the Florida Legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City beyond the fiscal year in which the Agreement is executed is subject to discretionary annual appropriation by the City's City Council of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement must be deemed terminated on the last day of the fiscal period for which appropriations were made without further cost, penalty, or obligation to the City, provided that the City will remain responsible for all products and services requested by the City and provided by MUSCO.

(D) No Damages Against City for Delay. Notwithstanding any other provisions of this Agreement, including the Original Government Contract incorporated herein, MUSCO's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services or provision of products caused by events beyond MUSCO's and its employees', materialmen's, subcontractors', and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the City or its officials, officers, employees and agents (or any combination thereof), will be a claim for and be limited to an equitable extension of time under the applicable service authorization. Without limiting the foregoing, MUSCO is not entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing, or interruption in the performance of the services has occurred.

(E) Public Records Law. In performing services under this Agreement to the City, MUSCO shall comply with the Florida's Public Records Act (Chapter 119, Florida Statutes) including with all "Contractor" provisions of Section 119.0701(2), Florida Statutes.

IF MUSCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MUSCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Annette Hatch, City Clerk, 16 Colomba Road, DeBary, Florida 32713; Email – ahatch@debary.org; Telephone – (386) 601-0219.

By entering into this Agreement, MUSCO acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to § 119.0701, Florida Statutes, any contractor entering into an agreement for services with the City is required to:

- (i) Keep and maintain public records required by the City to perform the services and work provided pursuant to this Agreement.
- (ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.
- (iv) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of MUSCO or keep and maintain public records required by the City to perform the service. If MUSCO transfers all public records to the City upon completion or termination of the Agreement, MUSCO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MUSCO keeps and maintains public records upon completion or termination of the Agreement, MUSCO shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to the Agreement must be made directly to the City. If MUSCO receives any such request, MUSCO shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify MUSCO of such request, and MUSCO must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

MUSCO acknowledges that failure to provide the public records to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. MUSCO further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. MUSCO agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from MUSCO's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by MUSCO's unauthorized disclosure or release of public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. MUSCO authorizes the City to seek declaratory, injunctive, or other appropriate relief against MUSCO from a Circuit Court in Volusia County, Florida on an expedited basis to enforce the requirements of this section. This paragraph will survive expiration and termination of this Agreement.

(F) Legal Compliance.

(i) MUSCO hereby represents and warrants to City that MUSCO has the knowledge, experience, and skill to provide the products and perform the services required to be performed by it hereunder; that MUSCO will comply with all applicable federal, state and local laws, and codes, including, without limitation, all professional registration requirements (both corporate and individual for any required basic disciplines); and that it shall perform said services and provide said products in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of City.

(ii) MUSCO and its employees and agents shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders (including Resolutions, Codes and Ordinances of the City of DeBary) which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by MUSCO to its employees. MUSCO shall also require, by contract, that all sub-consultants shall comply with the provisions of this subsection.

(iii) MUSCO shall, during the Term of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, and other authorizations as are required by local, state, and federal law, in order for MUSCO to render its services, products, or work as may be required herein.

(iv) MUSCO may not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee, or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(v) MUSCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MUSCO, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for MUSCO, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability.

(G) Severability. If any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

(H) MUSCO represents and warrants that the information contained within the certifications and statements made by MUSCO in response to the initial solicitation issued by the State of Minnesota and within the Original Government Contract are true and correct on the Effective Date of this Agreement, and such certifications, representations and warranties are hereby made to the City.

(I) False Claims. If MUSCO is unable to support any part of a claim made against the City, and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the MUSCO, MUSCO will be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of MUSCO's claim. The City and MUSCO acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governmental entities to pay claims that are false when money or property is obtained from a Florida governmental entity by reason of a false claim. MUSCO agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

8. NOTICE. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand must be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To MUSCO: _____

100 1st Avenue West
Oskaloosa, IA 52577

To City: City of DeBary
Attn: City Manager
16 Colomba Road
DeBary, Florida 32713

9. E-VERIFY. MUSCO shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by MUSCO. Furthermore, any subcontract MUSCO enters into with a subcontractor or subrecipient to perform work under this Agreement must contain the following language: “The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by MUSCO on or after the effective date of this contract and thereafter during the remaining term of such contract.” If MUSCO fails to comply with the foregoing or § 448.095 or 448.09(1), Florida Statutes, the City will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of this contract. If the City terminates this contract due to MUSCO’s or a subcontractor’s (or subrecipient’s) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, MUSCO will be liable to the City for any additional costs or expenses incurred by the City as a result of the termination of this Agreement. Furthermore, MUSCO agrees to indemnify, defend, and hold harmless the City from and against any fines, sanctions, or penalties levied against the City by a governmental agency arising from the MUSCO’s failure or alleged failure to comply with this paragraph, including, but not limited to, the City’s loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

10. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement and upon its approval by the City of DeBary City Council.

11.. SURVIVAL. Any provisions of this Agreement intended to continue in effect beyond the termination, expiration, or cancellation of this Agreement, including any provisions pertaining to indemnification, public records retention and management, and dispute resolution procedures and requirements, will survive the termination, expiration, or cancellation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

MUSCO SPORTS LIGHTING LLC

**CITY OF DeBary, a Florida
municipal corporation**

By: _____

By: Carmen Rosamonda

Date: _____

Its: City Manager

Attest: _____

Approved by the City Council on
_____, 2022.

By: _____



Sourcewell

Customer Information Package





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1. Overview



Overview – Sourcewell

For 40 years, Sourcewell has helped government, education, and nonprofit agencies operate more efficiently. They help save time and money with contract purchasing solutions that are solicited nationally. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. As a public agency, all Sourcewell employees are government employees. All education and government entities, as well as nonpublic schools and nonprofit organizations are eligible for a Sourcewell membership. There is no fee to become a Sourcewell member.

Contract #: 071619-MSL

Expiration Date: 08/27/2023

Sports Lighting with Related Supplies and Services

This contract can be used for materials and/or installation on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Sourcewell membership is free and available to government, education and non-profit agencies.

A landing page has been established on their website, www.sourcewell-mn.gov, with information about Musco. Pricing information can be obtained from your sales representative. Musco's landing page also provides, RFP, Bid Acceptance & Award, as well as documentation of the competitive bidding process.

Sourcewell contact information:

Teresa Fiedler

Mobile: 763-954-1259

Email Teresa.Fiedler@sourcewell-mn.gov

If you have any questions about the Sourcewell program or any of our other active cooperative purchasing contracts, contact your local Sales Representative or Amanda Hudnut at 800-825-6030.



2. Executed Contract





Solicitation Number: #071619

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT


Musco Sports Lighting LLC
DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
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Chad Coauette
Title: ~~Executive Director/CEO~~
Date: 8/27/2019 | 3:22 PM CDT



3. Membership





Sourcewell membership application can be accessed and completed online at the web site listed below.

<https://www.sourcewell-mn.gov/register>



4. About Sourcewell



Cooperative Purchasing Reference Guide

Your guide for sourcing success



Together,
we are
Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more government units for use by other government units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 participating agencies
- Contracts offer ceiling-based (not-to-exceed) pricing and volume discounts



Convenient

- More than 400 quality suppliers holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost participation for public agencies



Register as a participating agency

Participation is free. Just complete the online or paper registration form. A legal agreement is available if needed. After registering, you will receive a Sourcewell account ID number electronically and a welcome packet by mail.

- Online at: sourcewell-mn.gov
- Through hard copy participation agreement (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

Make a purchase

Browse our catalog of nationally awarded suppliers online. Contact the supplier directly and inform them of your interest in using the Sourcewell contract, OR use our expertise — contact our client relations team. We want to be your guide.

For more information, contact our client relations team:

877-585-9706

service@sourcewell-mn.gov

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our participating agencies. They value our North American competitive procurement process, which satisfies local procurement requirements.

Our clients add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our public agency clients. This is accomplished through daily interactions and guidance from our clients.

2. Authorization from Sourcewell Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

3. Public notice and advertising

Upon approval from the board, we issue a public notice and advertisement. Refer to sourcewell-mn.gov/process for specific advertising locations.

4. Proposal receipt and opening

We accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time. We conduct a public-proposal opening time, date, and place as specified in the RFP. Prior to April 1, 2019, physical submissions were accepted with a time and date stamp upon receipt at our office in Staples, Minn.

5. Objective evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended supplier(s) a four-year contract with the potential for a one-year extension. The Sourcewell Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

7. Posting and review of approved contract documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the supplier's request.



Six-time recipient of the Achievement of Excellence in Procurement award.

The Sourcewell advantage

Sourcewell is a self-sustaining government organization. We partner with government, education, and nonprofit entities to empower community success.

You can confidently partner with Sourcewell because we:

Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
 - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

Lead the way

- Choice of high-quality equipment/products/services—400 North American supplier contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
 - Basic to fully customized solutions available when you choose from a suite of options.

Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website sourcewell-mn.gov.

Make purchasing easy

- Browse our catalog of awarded suppliers online.
- Participating agencies can then contact the supplier directly and tell them you'd like to use the Sourcewell contract.
 - If not a participating agency, check out how easy it is to register on page 3.
- Tap into our expertise by contacting our client relations team: 877-585-9706 or service@sourcewell-mn.gov.

Frequently asked questions

Q. Who is Sourcewell?

A. Sourcewell is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

Q. What is Sourcewell's primary purpose?

A. Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and participating agencies. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

A. Sourcewell is governed by an eight-member board of directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Q. Who is eligible to participate, and how much does it cost?

A. Participation is free and available to all government, education, and nonprofit entities.

Q. How do we register?

A. You can register to participate online at sourcewell-mn.gov or by submitting a paper agreement.

Q. What specific statute gives my agency the authority to participate?

A. Joint powers and cooperative purchasing laws authorize clients to access Sourcewell cooperative purchasing contracts. Sourcewell clients are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact service@sourcewell-mn.gov.

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and our participating agencies. Individual agencies are free to determine whether the awarded contracts meet their needs.

Frequently asked questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?

A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our clients' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact service@sourcewell-mn.gov.

Q. How do I obtain copies of the legal documents associated with each contract?

A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each supplier's page on the Sourcewell website. Please follow the instructions under each supplier's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

Q. As a Sourcewell participating agency, are we able to buy from other contracts?

A. Sourcewell participation and contracts are nonexclusive with no obligation to purchase.

Q. How is Sourcewell funded?

A. Sourcewell is funded by administrative fees paid by suppliers. When Sourcewell awards a contract, that supplier realizes substantial efficiencies in the form of thousands of sales opportunities. Suppliers pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of participating public agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 agencies across North America.

Register and purchase

Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.

Contact our client relations team:

877-585-9706

service@sourcewell-mn.gov

Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.



RFP #071619
REQUEST FOR PROPOSALS
for
Sports Lighting with Related Supplies and Services
Proposal Due Date: July 16, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Sports Lighting with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than July 16, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 30, 2019
Pre-proposal Conference:	June 26, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	July 10, 2019, 4:30 p.m., Central Time
Proposal Due Date:	July 16, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	July 16, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Sports Lighting with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:

- Indoor and outdoor, fixed or portable, sports related lighting solutions.
- Technology integration, software, design, project management, installation services, and maintenance related to and in connection with the purchase of equipment and products described above.
- A complementary offering of transportation and infrastructure lighting solutions related to and in connection with the equipment and products described above.

The Proposer's primary offerings must be indoor and outdoor sports lighting equipment and products.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Electric Energy Power Generation (RFP #120617)

This solicitation should NOT be construed to include "service-only" solutions. Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$75 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed

to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;

3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent

to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell**

Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



Proposal Evaluation Sports Lighting with Related Supplies and Services


Possible Points	CHM Industries, Inc.	Eaton Industrial Corporation	Midgard Enterprises, LLC	Musco Sports Lighting, LLC	Pronghorn Solutions Group	Qualite Sports Lighting, LLC.	Rebounces LLC	Schreder Lighting LLC	WLS Lighting
Conformance to Terms/ Conditions to Include Documentation	50	45	44	45	48	43	43	44	45
Pricing	400	331	333	294	325	286	279	294	290
Financial, Industry and Marketplace Successes	75	61	67	57	67	55	63	51	58
Bidder's Ability to Sell/ Service Contract Nationally	100	79	78	69	90	74	74	65	82
Bidder's Marketing Plan	50	39	41	37	45	41	42	34	38
Value Added Attributes	75	68	66	58	66	61	64	59	59
Warranty Coverages and Information	50	44	42	40	46	44	47	37	43
Selection and Variety of Products and Services Offered	200	172	178	148	181	164	168	135	172
Total Points	1,000	839	849	748	868	768	781	806	787
Rank Order		3	2	8	1	7	6	9	5

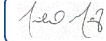
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 6830543C58384D1...
 Kim Austin, CPPB, Sourcewell

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 Carol Jackson, Sourcewell

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 Brandon Town, CPSM, CPSD, Sourcewell

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 Michael Muñoz, Sourcewell



October 31, 2022

Attn: Jason Schaitz, City of DeBary
Parks and Recreation Director

Jason:

Per our conversation regarding price increases in the last two years, outlined below are a number of areas that we've seen escalation:

- Musco Equipment Costs - +15%
- Copper Wire Costs - +50%
- Conduit - +55%
- Concrete - +35%
- Electrical Panels - +45%

The large increases took place in 2021 post COVID and they have continued to increase in 2022. Labor costs have also increased as a result of a stressed workforce as contractors are having to pay higher wages to retain employees.

Hope this helps, let me know if you have any additional questions. Thanks, Danny.

Danny Sheldon
Sr. Sales Representative
Musco Lighting
352-665-0578



**CITY OF DEBARY
PARKS & RECREATION DEPARTMENT**

BID TABULATION

Project No: RFP 05-22
Bid Opening Date: 9/20/2022
Bid Opening Time: 10:00 am

Project Name: Bill Keller Sports Court Lighting
Location: City Hall (Council Chambers)

CONTRACTOR	ATTENDED PRE-BID MEETING	BASE BID AMOUNT
TES	✓	\$376,000
MVB and Associates	✓	\$361,820
A and K Energy Conservation		\$275,384



December 1, 2022

Jason Schaitz, Parks & Recreation Director
City of DeBary
16 Columba Road
DeBary, Florida 32713

Dear Jason,

As a follow-up to our recent conversations, please be advised that Volusia County ECHO staff may approve changes to the budgeted line item, that do not alter the intent or change the scope of the project, up to 20% of the project's approved budget line item. Any major changes that alter the intended use or facility design, add or delete a project element or budget changes above the 20% must be submitted to the ECHO Advisory Board and County Council for approval.

The line item budget change being proposed for Keller Park will fall within the 20% and Volusia County ECHO staff may approve. This change will allow the City to request more reimbursement this fiscal year.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Theresa E Brooks". The signature is written in a cursive style.

Theresa E. Brooks
President

2090 South Nova Road, Suite AA02
South Daytona, Florida 32119
Telephone (386) 717-9050

**Bill Keller Lights and Dog Park Project
ECHO Grant Budget and Reimbursements**

	Current Budget	Current Reimbursement	Net City
Lights	\$120,000.00	\$60,000.00	\$60,000.00
Dog Park	\$30,000.00	\$15,000.00	\$15,000.00
Total	\$150,000.00	\$75,000.00	\$75,000.00

	New Budget	New Reimbursement	Net City
Lights FY 22/23	\$185,000.00	\$72,000.00	\$113,000.00
Dog Park FY 23/24	\$30,000.00	\$3,000.00	\$27,000.00
Total	\$215,000.00	\$75,000.00	\$140,000.00



City Council Meeting City of DeBary AGENDA ITEM

Subject: GIS Platform Scope Contract	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Steven E. Bapp, AICP Growth Management Director	
Meeting Hearing Date December 7, 2022	

REQUEST

Staff is requesting that City Council authorize the City Manager to execute Kimley-Horn Individual Project Order #2 to continue development of 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, systems integration (Citizen-Serve) 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 was to develop on-line (city webpage) GIS mapping. This initiative would provide improved customer service to residents with 24/7 access to planning and development information.

Staff began working with Kimley-Horn in FY22 in developing a GIS mapping system, under a previous City Council-approved scope of work. The baseline GIS was built, and staff now is pursuing improvement to the previous scope of work.

Staff is now proposing to integrate the Citizen-Serve system to have a map feature of all development permits. This will result in all building permits, code cases, business tax receipts, and planning applications being geographically displayed on the GIS System.

Kimley-Horn will conduct regular monthly coordination calls/meetings with City staff. It is anticipated these meetings will be bi-weekly and will not exceed a total of twenty-four (24) meetings within a twelve-month period. Meetings will be used to review the status of project tasks and City priorities and needs.

Also Kimley-Horn will maintain an updated list of available and developed data sources and layers to be collected and maintained as part of the City's GIS database. GIS data developed as part of initial GIS data development phase will be reviewed and updated as needed monthly.

COST/FUNDING

City Council approved \$40,000 for this project in the FY 2022-23 budget. The cost of this continuing development proposal of the GIS system is \$31,412.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute Kimley-Horn Individual Project Order #2 to continue development of the City's GIS platform.

IMPLEMENTATION

The City Manager will execute the attached scope with Kimley-Horn and then Staff will continue the process of building the GIS platform, and integrating the platform with the City's Citizen-Serve programs.

ATTACHMENTS

Kimley-Horn Individual Project Order #2



INDIVIDUAL PROJECT ORDER NUMBER 2

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

Identification of Project:

Project: City of DeBary GIS Program Support

Project Manager: Amber Crane

Project Understanding:

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

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

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

Specific Scope of Services:

Task 1 – Development and Maintenance of GIS Database

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

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

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

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

Task 2 – Esri ArcGIS Online (AGOL) Account Management

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

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

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

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

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

Additional Services

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

Schedule

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

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

Fee and Billing

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

Task	Description	Lump Sum Fee
Task 1	Development and Maintenance of GIS Database	\$25,832
Task 2	Esri ArcGIS Online (AGOL) Account Management	\$3,680
	Sub-Total (Labor)	\$29,512
Expense		
	<i>Esri ArcGIS online License Renewal (Expense to be paid to Esri; see attached breakdown)</i>	\$1,900
	Total Lump Sum Fees:	\$31,412


Attachments: TABLE A

ACCEPTED:

THE CITY OF DEBARY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

By:  _____


TITLE: _____

TITLE: Stewart E. Robertson, P.E., Sr. VP

DATE: _____

Date: 10/24/2022

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

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



City Council Meeting City of DeBary AGENDA ITEM

Subject: Rivington MPUD 2 nd Amendment	Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/Contracts <input type="checkbox"/> Other
From: Steven E. Bapp, AICP Growth Management	
Meeting Hearing Date December 7, 2022	

REQUEST

Staff is requesting City Council approve on first reading Ordinance # 14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD's boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement.

PURPOSE

To annex 9.85 acres of land on Barwick Road into the Rivington MPUD, and to amend Sections A.8 and J.2, as well as Exhibits "A" and "B" to reflect the annexation; and to increase in the maximum number of residential dwelling units allowed in the Rivington MPUD from 924 to 1,004 (80 additional units).

CONSIDERATIONS

The property is located on the east side of Barwick Road, south of the tract of land annexed into the Rivington MPUD from the first amended and restated development agreement.

The Applicant is requesting to amend the Rivington MPUD to annex the subject property into it. The property is approximately 9.85 acres. In addition to this, the applicant is requesting two amendments to the language in the existing Development Agreement.

The amendment adds the following language to Section A.8: *"...and a maximum of 80 residential dwelling units shall be allocated to the 10-Acre Parcel [subject parcel]."* The maximum number of residential dwelling units allocated to the original MPUD's boundaries and the additional property annexed into the MPUD by the first amendment to the MPUD (referred to as the "Additional Property" in the Development Agreement) will not be changing.

Section J.2 is being amended to include the 10-Acre Parcel.

Exhibit "A"-Legal Description-is being amended to add the 10-Acre Parcel. Exhibit "B"-Updated Master Development Plan"-is being amended to fully replace the Updated Master Development Plan with the amended Updated Master Development Plan dated April 18, 2022.

Zoning. The proposed development has an existing zoning of Mixed Planned Unit Development (MPUD), known as the Rivington MPUD. The land uses and site specifications are governed by the requirements of the applicable Development Agreement.

Future Land Use. The proposed development is under the future land use classification of Southwest Mixed Use Area (SWMUA). Policy 5.406(b)(1) of the City’s Comprehensive Plan allows for suburban residential uses with associated commercial retail and services. The proposed amendment would keep the development of the overall area of the SWMUA below the maximum four (4) dwelling units per acre.

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

DIRECTION	ZONING DESIGNATION	FLU DESIGNATION	USE
North	Rivington MPUD	Southwest Mixed Use Area	Vacant
South	A-2	Industrial/Utilities	Utilities
East	A-2	Industrial/Utilities	Utilities
West	Rivington MPUD	Southwest Mixed Use Area	Residential

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

The Applicant held a Community Meeting on November 28, 2022. Approximately 8 residents attended the meeting. There was no major opposition to the project expressed at the meeting.

Traffic: The proposed project falls within the City’s Mobility Plan and the builder will pay the City’s Mobility Fees for each unit built or receive credits in exchange for road and bike trail improvements.

Public notice was advertised in the Orlando Sentinel on Saturday, November 26, 2022.

RECOMMENDATION

It is recommended the City Council: Approve Ordinance # 14-2022, upon first reading, the proposed MPUD amendment to allow for the annexation of 9.85 acres into the Rivington MPUD, as well as the text amendments included in the Development Agreement.

IMPLEMENTATION

If the City Council approves the proposed MPUD Amendment, the applicant would need to submit an application for the Subdivision Plans to move forward with the project.

ATTACHMENTS

- Ordinance # 14-2022
- Second Amendment to Amended and Restated MPUD Development Agreement
- Second Amendment to Mobility and Park Reimbursement Agreement
- Boundary Survey
- Density Calculation Exhibit

ORDINANCE NO. 14-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, REZONING APPROXIMATELY 9.85 ACRES OF LAND LOCATED ON FORT FLORIDA ROAD, EAST OF BARWICK ROAD, HAVING VOLUSIA COUNTY SHORT TAX PARCEL IDENTIFICATION NUMBER 900900000021 FROM A-2 (AGRICULTURAL RURAL) TO RIVINGTON MIXED PLANNED UNIT DEVELOPMENT (MPUD) AND ANNEXING SUCH PROPERTY INTO THE RIVINGTON MPUD; AMENDING ORDINANCE NO. 11-18, APPROVING A MAJOR AMENDMENT TO THE RIVINGTON MIXED PLANNED UNIT DEVELOPMENT GOVERNING THE DEVELOPMENT OF APPROXIMATELY 336.2 +/- ACRES OF LAND LOCATED ON FORT FLORIDA ROAD TO APPROVE A SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT, AN AMENDMENT TO THE MASTER DEVELOPMENT PLAN, INCREASING MAXIMUM DWELLING UNITS ALLOWED, AND ANNEXING 10-ACRE PARCEL INTO THE RIVINGTON MPUD; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

WHEREAS, HR Rivington, LLC is the fee simple owner of that certain real property zoned Rivington Mixed Planned Unit Development (MPUD) being approximately 326.2 acres in size, and legally described as the Property in Ordinance No. 11-18 adopted on October 3, 2018 and recorded at Official Records Book 7634, Page 2689 et. seq., Public Records of Volusia County, Florida, approving the Amended and Restated Development Agreement and its corresponding Master Development Plan (“Original Property”) as amended by City of DeBary Ordinance No. 09-2021 and recorded at Official Records Book 8156, Page 4071, et. seq., Public Records of Volusia County, Florida to include an additional 30 acres (“Additional Property”); and

WHEREAS, Rivington 10, LLC (the “Applicant”) is the fee simple owner of that certain 9.85 acres of property currently having a Volusia County Short Tax Parcel Identification Number 900900000021 located on Fort Florida Road, west of Barwick Road and the Original Property, and legally described in **Attachment “A”** attached to this Ordinance (“10-Acre Parcel”); and

WHEREAS, the Applicant desires to rezone the 10-Acre Parcel from A-2 (Agricultural Rural) to Rivington MPUD and annex the 10-Acre Parcel into the Rivington MPUD and its corresponding development agreement and master development plan; and

WHEREAS, the Original Property, the Additional Property, and the 10-Acre Parcel shall collectively herein be referred to as the “Property;” and

WHEREAS, the Property has a Comprehensive Plan Future Land Use Map designation of SW Mixed Use Area (SWMUA) and Environmentally Sensitive Lands (ESL); and

WHEREAS, the Applicant requested a major amendment and update to the Rivington MPUD as more specifically set forth in the Second Amendment to Amended and Restated Development Agreement attached hereto as **Attachment “B”** (“Second Amendment”) and its corresponding updated Master Development Plan being approved by this Ordinance; and

WHEREAS, this Ordinance has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

WHEREAS, the City Council finds that this Ordinance, the rezoning of the 10-Acre Parcel to Rivington MPUD and the major amendment to Rivington MPUD approved herein is consistent with the City of DeBary Comprehensive Plan and Land Development Code and promotes the public health, safety and welfare; and

WHEREAS, the City of DeBary City Council acting as both the Land Planning Agency and the Governing Body has conducted the necessary public hearings on this Ordinance.

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

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as findings of the City Council.

SECTION 2. Rezoning. The 10-Acre Parcel is hereby rezoned from A-2 (Agricultural Rural) to and annexed into the Rivington Mixed Planned Unit Development (MPUD) pursuant to the terms and conditions of the Amended and Restated Development Agreement and its corresponding Master Development Plan as amended by Section 3 of this Ordinance.

SECTION 3. Major Amendment Granted. The Owner’s and Applicant’s request for a major amendment of the Rivington MPUD as previously approved by Ordinance 11-18 adopted on October 3, 2018 is hereby granted. The MPUD is hereby amended with respect to the Property as described in the Second Amendment to the Amended and Restated Development Agreement (Rivington MPUD) and its corresponding updated Master Development Plan attached hereto as **Attachment “B”**. The Mayor and City Clerk are authorized to execute the Second Amendment to the Amended and Restated Development Agreement. The Amended and Restated Development Agreement (Rivington MPUD) as previously amended by the First Amendment and as amended by the Second Amendment and its corresponding updated Master Development Plan approved by this Ordinance shall control and govern the development of the Property.

SECTION 4. Recording. The City Clerk is hereby directed to record this Ordinance and the Second Amendment to Amended and Restated Development Agreement – The Rivington MPUD and its exhibits in the Public Records of Volusia County, Florida. The MPUD as amended by this Ordinance and attached Second Amendment to Amended and Restated Development Agreement and its corresponding updated Master Development Plan affecting the Property shall run with the land and shall be applicable to and binding on the Owner, Applicant and any and all successors and assigns in interest.

SECTION 5. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING HELD on _____, 2022

ADOPTED AFTER SECOND READING on this ___ day of _____, 2022.

CITY COUNCIL

CITY OF DEBARY, FLORIDA

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

Attachments – **Attachment “A”** – 10-Acre Parcel

Attachment “B” – Second Amendment to Amended and Restated Development Agreement with its attached updated Master Development Plan

1 After Recording Return to:
2 City of DeBary
3 Attn: City Clerk
4 16 Columba Road
5 DeBary, Florida 32713
6
7

8 **Second Amendment to the Amended and Restated**
9 **MPUD DEVELOPMENT AGREEMENT**
10 **(RIVINGTON MPUD)**
11
12
13

14 **THIS Second Amendment to the Amended and Restated MPUD**
15 **DEVELOPMENT AGREEMENT** ("Second Amendment to the Amended Development
16 Agreement" or this "Second Amendment") is made and entered into by and between the
17 **CITY OF DEBARY**, a Florida municipal corporation and **RIVINGTON 10, LLC** or its
18 successors or assigns (herein "Applicant").

19 **WHEREAS**, HR Rivington, LLC is the developer and owner of that certain real
20 property being approximately 326.2 acres in size, having a Volusia County Tax Parcel
21 Identification Number 08-19-30-00-0010, zoned Rivington MPUD, and being the same
22 property described in Attachment "A" to City of DeBary Ordinance No. 11-18 adopted on
23 October 3, 2018 and recorded at Official Records Book 7634, Page 2689, et. seq., Public
24 Records of Volusia County, Florida ("Original Property"); as amended by City of DeBary
25 Ordinance No. 09-2021 and recorded at Official Records Book 8156, Page 4071, et. seq.,
26 Public Records of Volusia County, Florida to include an additional 30 acres ("Additional
27 Property"); and

28 **WHEREAS**, Applicant is the fee simple owner of approximately +/- 9.85 acres of
29 real property currently having a Volusia County Short Tax Parcel Identification Number
30 900900000021, located on Fort Florida Road, west of Barwick Road ("10-Acre Parcel"),

1 and being rezoned from A-2 (Rural Agriculture) to and annexed into the Rivington MPUD
2 as further described herein; and

3 **WHEREAS**, the Rivington MPUD is regulated by the Amended and Restated
4 Development Agreement approved by City of DeBary Ordinance No. 11-18 and adopted
5 on October 3, 2018 and recorded at Official Records Book 7634, Page 2689, et. seq.,
6 Public Records of Volusia County, Florida and the First Amendment to the Amended and
7 Restated Development Agreement and its corresponding Master Development Plan
8 approved by Ordinance No. 09-2021 on September 1, 2021 (the “First Amendment to the
9 Amended and Restated Development Agreement”) (recorded at Official Records Book
10 Book 8156, Page 4071, et. seq., Public Records of Volusia County, Florida); and

11
12 **WHEREAS**, the Original Property is under development and as of the date of this
13 Second Amendment to the Amended and Restated Development Agreement; and

14 **WHEREAS**, the Applicant proposes this Second Amendment to the Amended
15 and Restated Development Agreement to: (a) provide for rezoning and the
16 annexation of the 10 acres of the 10-Acre Parcel, which 10-Acre Parcel collectively
17 with the Original Property currently included in the Rivington MPUD, shall be
18 described in the Amended and Restated Development Agreement, the First
19 Amendment to the Amended and Restated Development Agreement and as
20 amended by this Second Amendment, as the “Property”; (b) amend the maximum
21 number of residential dwelling units allowed on the Property, as more specifically
22 set forth in this Second Amendment to the Amended and Restated Development

1 Agreement and its corresponding Master Development Plan; and (c) amend and
2 replace the Master Development Plan.

3
4 **NOW, THEREFORE**, in consideration of the mutual promises and covenants
5 contained herein, and for other good and valuable consideration, the receipt and
6 sufficiency of which are hereby acknowledged, the parties agree as follows:

7
8 **A. Recitals.** The recitals herein contained are true and correct and are incorporated
9 herein by reference as material terms of this Second Amendment.

10
11 **B. Amendments.** The Amended and Restated Development Agreement is hereby
12 amended as follows:

13 **Section A.8. of the First Amendment to the Amended and Restated Development**
14 **Agreement is amended to provide for the following (underlined language are**
15 **additions; ~~stricken through~~ language are deletions):**

16 **8. Number of Dwelling Units.** Subject to the requirements of the DeBary Land
17 Development Code, the Updated Master Development Plan and the rules and regulations
18 of any other governmental agency having jurisdiction over the Property, the Property is
19 entitled to be developed with a maximum of ~~924~~ 1,004 residential dwelling units (the
20 "Maximum Number of Residential Units"). A maximum of 700 residential dwelling units
21 shall be permitted on the Original Property. A maximum of 224 residential dwelling units
22 shall be allocated to the Additional Property and a maximum of 80 residential dwelling
23 units shall be allocated to the 10-Acre Parcel.

1 **Section J.2. of the Amended and Restated Development Agreement is amended to**
2 **provide for the following** (underlined language are additions; ~~stricken through~~ language
3 are deletions):

4 2.1 Access and Transportation Improvements to Original Property. All
5 access and transportation system improvements shall be provided in
6 accordance with the Land Development Code, unless otherwise
7 provided for within this Agreement, as part of the approved Updated
8 Master Development Plan or as approved through a separate
9 agreement between the City and the Owner or Applicant. Applicant
10 shall be responsible for installing all appropriate internal roadway
11 traffic control devices and signs in accordance with applicable
12 standards. There shall be a minimum of one (1) ingress/egress point
13 to both Ft. Florida Road and Barwick Road. (The Applicant shall
14 also provide access improvements for the Project to and from
15 Barwick Road.) The Applicant shall be required to construct one or
16 more access points from Ft. Florida Road in conjunction with the
17 Second phase of development of the Property proposed west of the
18 Florida Power and Light power line easement. The location of these
19 vehicular access points shall meet City of DeBary Land Development
20 Code standards. The Applicant shall construct a temporary entrance
21 for construction traffic along Ft. Florida Road and no construction
22 access shall be permitted along Barwick Road. At least one
23 permanent ingress/egress point shall be built in conjunction with the
24 project's Second phase. The second ingress/egress point shall be
25 completed prior to the 351st dwelling unit receiving a certificate of
26 occupancy. However, prior to any certificates of occupancy being
27 issued a stabilized entry to and from the Property and a public right-
28 of-way shall be installed by the Applicant to serve as a secondary
29 access point for emergency vehicles until such time as the second
30 ingress/egress point is constructed. The Applicant and the City will

1 coordinate with one another and any other applicable public agency
2 with regard to opportunities for public-private partnerships that may
3 be available for off-site roadway improvements.

4 2.1a Access and Transportation Improvements to Additional
5 Property and 10-Acre Parcel. The Applicant shall provide access
6 improvements to the Additional Property and 10-Acre Parcel as
7 required by the Site Access Analysis study completed by LTG, Inc.
8 on June 4, 2021, and coordinated with the City during subdivision
9 review.

10 **Exhibit “A” to the Amended and Restated Development Agreement is amended and**
11 **restated to include the following description that includes the 10-Acre Parcel:**

12 THE SOUTH 1/2 OF THE NORTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4; GOVERNMENT
13 LOTS 1 AND 3; AND THE NORTH 1/2 OF GOVERNMENT LOT 6; ALL IN SECTION 8, TOWNSHIP 19
14 SOUTH, RANGE 30 EAST, LYING SOUTH OF FORT FLORIDA ROAD, VOLUSIA COUNTY, FLORIDA;
15 EXCEPT THE SOUTH 30 FEET OF SAID GOVERNMENT LOT 1 AND EXCEPT THE SOUTH 30 FEET
16 OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 6.

17 CONTAINS 296.2 ACRES, MORE OR LESS PER THE VOLUSIA COUNTY PROPERTY APPRAISER.

18 AND

19 THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE
20 30 EAST LYING SOUTH OF FORT FLORIDA ROAD. ALL LYING AND BEING SITUATED IN VOLUSIA
21 COUNTY, FLORIDA.

22 LESS AND EXCEPT THE ROAD RIGHT OF WAY ON THE WEST. ALSO LESS AND EXCEPT ANY LAND
23 CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7319, PAGE 2945,
24 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

1 AND

2 A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA
3 BEING MORE PARTICULARLY AS FOLLOWS:

4 BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID
5 SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST
6 LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF
7 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF
8 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9;
9 THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE
10 SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO
11 THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION
12 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE
13 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83
14 FEET TO THE POINT OF BEGINNING.

15

16 **Exhibit "B" to the First Amendment to the Amended and Restated Development**
17 **Agreement is amended to fully replace the Updated Master Development Plan with**
18 **the amended Updated Master Development Plan prepared by Kimley-Horn and**
19 **Associates, Inc. dated 4/18/2022 that is attached to this Second Amendment.**

20

21 **C. Full Force & Effect; Binding.** The Amended Development Agreement and First
22 Amendment to the Amended Development Agreement shall remain in full force and effect
23 except as expressly modified by this Second Amendment. This Second Amendment shall
24 run with the land and be binding upon, and inure to the benefit of, the parties hereto, their

1 respective heirs, successors, assigns and anyone claiming by, through or under any of
2 them.

3 **D. Effective Date.** The effective date of this Second Amendment shall be the date
4 approved by the City Council.

5

6 AGREED to by the City Council of the City of DeBary, Florida, Owner, and the
7 Applicant on this ____ the day of _____, 2022.

8

CITY OF DEBARY, FLORIDA

ATTEST:

Annette Hatch, City Clerk

Karen Chasez, Mayor

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RIVINGTON 10, LLC

WITNESSES:

By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager

Signature

By: _____

Print

Print Name: _____

Signature

Title: _____

Print

NOTARIAL ACKNOWLEDGEMENT

1 STATE OF FLORIDA

2 COUNTY OF _____

3 The foregoing instrument was acknowledged before me by physical presence this
4 _____ day of _____ in the year 2021 by
5 _____ as the _____ of RIVINGTON 10, LLC, on
6 behalf of said company, who is personally known to me or who has produced
7 _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name _____

Commission No. _____

My Commission Expires: _____

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Updated Master Development Plan

AMENDED MASTER DEVELOPMENT PLANS

FOR

RIVINGTON

DEBARY, FLORIDA

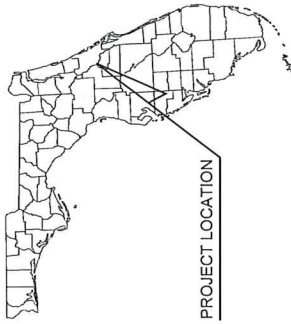
APRIL 18, 2022

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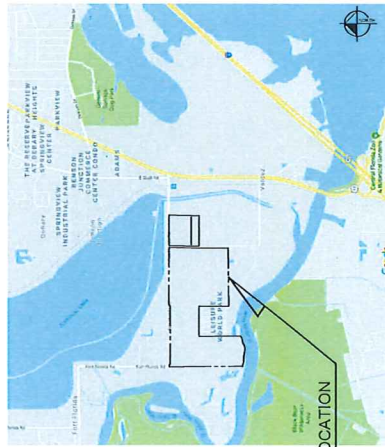
08-19-30-00-00-0010, 9009000000020,

& 9009000000021

PROJECT LOCATION



PROJECT LOCATION



VICINITY MAP



AERIAL MAP
SECTION 8, TOWNSHIP 19, RANGE 30



TOPOGRAPHIC MAP

SITE DATA

ZONING: MIXED PLANNED UNIT DEVELOPMENT (MPUD), 4
RESOURCE CORRIDOR (RC)
FUTURE LAND USE: SOUTHWEST MIXED USE AREA (SMU) AND
ENVIRONMENTALLY SENSITIVE LAND (ESL)
SITE AREA: 41.364 ACRES

LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF GOVERNMENT LOTS 1 AND 2, AND THE NORTH 1/2 OF GOVERNMENT LOT 8, ALL IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, RANGE 30, DEBARY, FLORIDA, DEBARY COUNTY, FLORIDA, DEBARY COUNTY PROPERTY APPRAISER, CONTAINS 208.2 ACRES, MORE OR LESS PER THE VOLUSIA COUNTY PROPERTY APPRAISER, AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF TOWNSHIP 19, RANGE 30, SECTION 08 INCLUDING THE S 2/8 FEET PER OR 299 PGS 1655,
AND CONTAINS 208.2 ACRES, MORE OR LESS PER THE VOLUSIA COUNTY PROPERTY APPRAISER,
AND PARTIALLY OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9, THENCE RUN NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 132.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 327.89 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 14 OF THE NORTHWEST 1/4 OF SAID SECTION 8, THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 132.66 FEET TO THE POINT OF BEGINNING.

PROJECT TEAM

OWNER / DEVELOPER:
HR RIVINGTON, LLC
100 S. SANDS AVENUE, SUITE 1000
580 CALLE BOWLING
SUITE 200
MIAMI, FL 33133
PHONE: (305) 488-2888
EMAIL: DEAN@HRDEVELOPMENT.COM

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
100 S. SANDS AVENUE, SUITE 1000
580 CALLE BOWLING
SUITE 200
MIAMI, FL 33133
CONTACT: BRENT A. LENZEN, P.E.
EMAIL: BRENT@KIMLEY-HORN.COM

SHEET INDEX

M0.0 COVER
M1.0 PEDESTRIAN SYSTEM AND OPEN SPACE
M2.0 - M2.1 TYPICAL ROADWAY SECTIONS
M3.0 TYPICAL LOT DIMENSIONS

PREPARED BY

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
100 S. SANDS AVENUE, SUITE 1000, FL 33133
PHONE: 407-999-1311
WWW.KIMLEY-HORN.COM REGISTRY No. 35109

DATE	
BY	
REVISIONS	

NO.	REVISIONS	DATE	BY

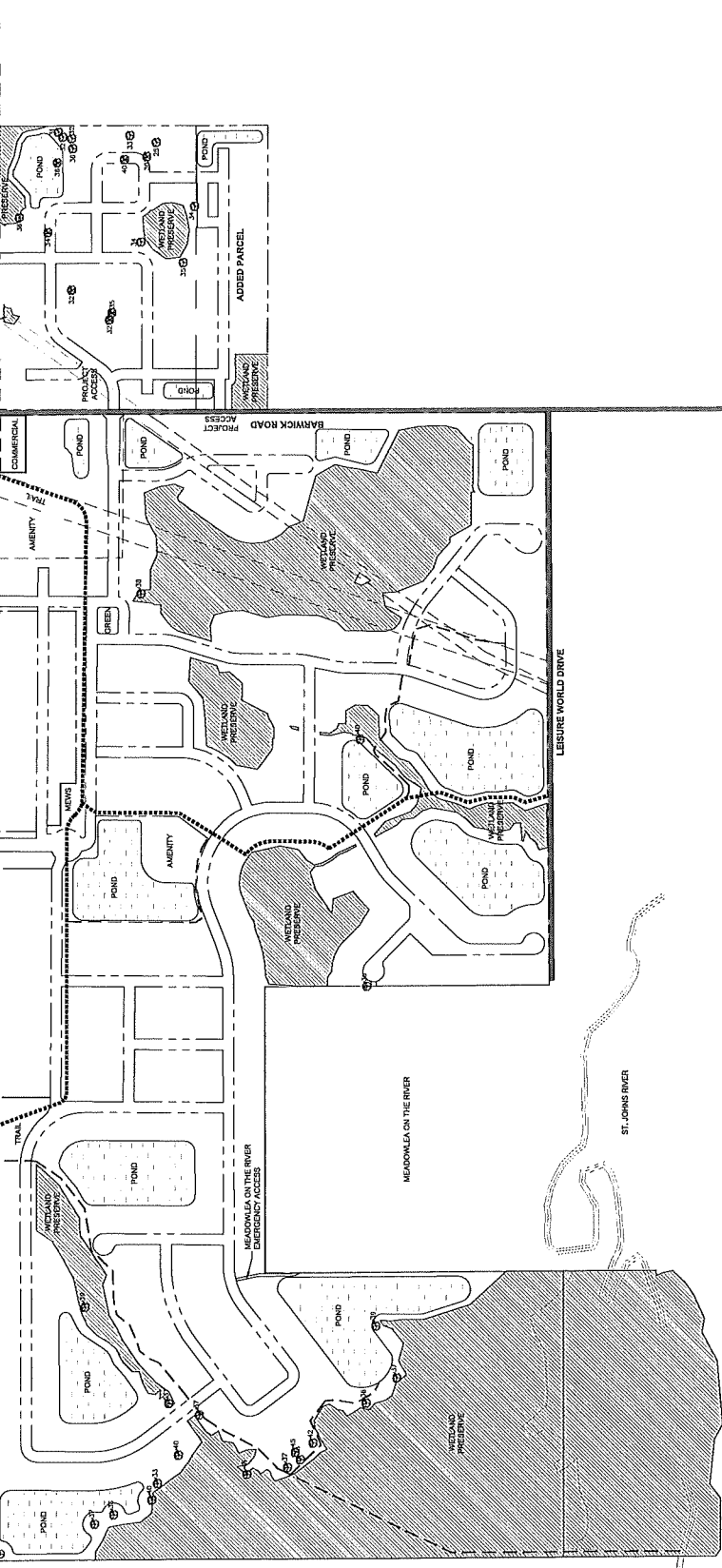
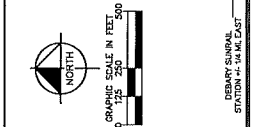
Kimley»Horn
 180 S. CHANCE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE: 407-384-1511
 WWW.KIMLEY-HORN.COM REGISTRY NO. 25104

PROJECT LICENSED PROFESSIONAL
 DATE 04/19/2022
 SCALE AS SHOWN
 DESIGNED BY E05
 CHECKED BY E05
 DRAWN BY BAL
 DATE 04/19/2022

PEDESTRIAN SYSTEM AND OPEN SPACE

UPDATED MASTER DEVELOPMENT PLANS - RIVINGTON
 CITY OF DEBARY
 FLORIDA

SHEET NUMBER
M1.0



LEGEND

[Symbol]	WETLAND RESERVE
[Symbol]	STORM WATER POND
[Symbol]	PUBLIC BIKE TRAIL
[Symbol]	INTERNAL PATHWAYS
[Symbol]	INTERNAL TRAIL TO BE PROVIDED
[Symbol]	EXISTING TRAIL TO BE REMOVED

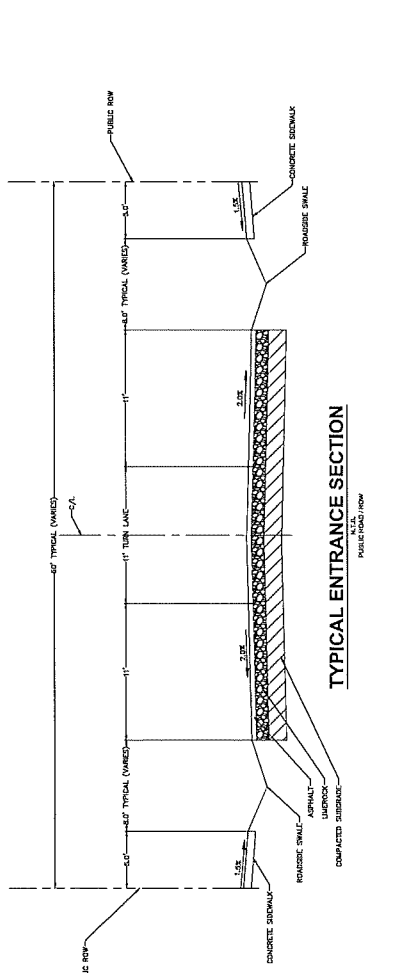
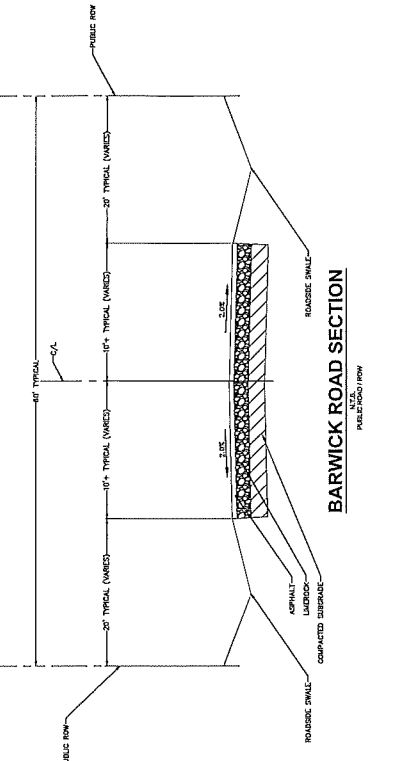
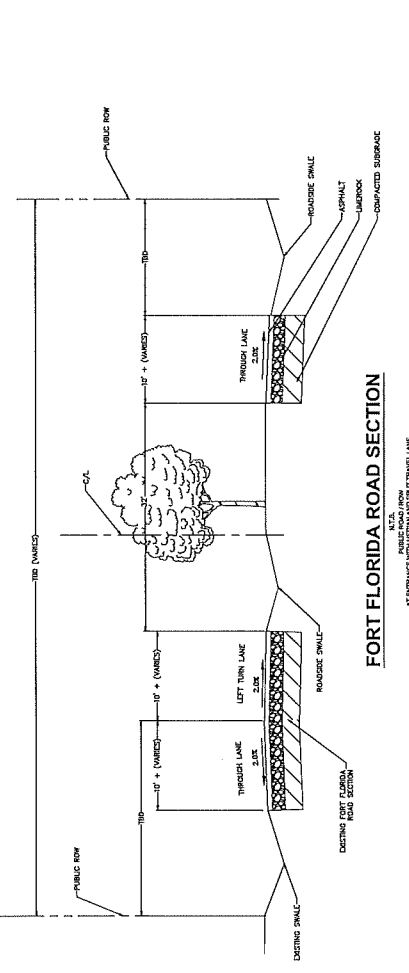
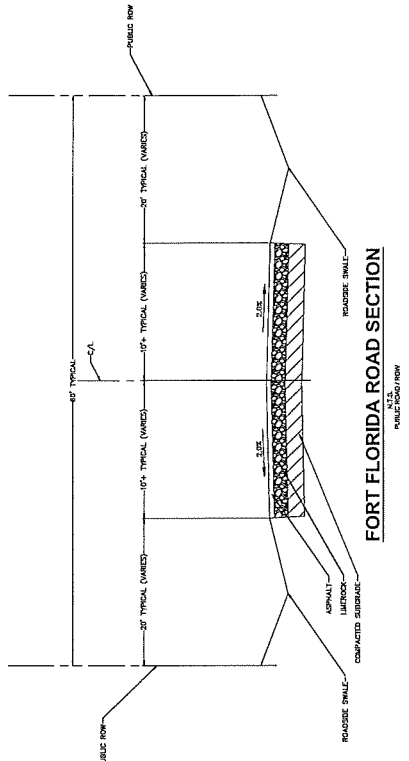
LOT TYPE	TYPE	LOT WIDTH	NO. OF UNITS	ADDED PARCEL NO. OF UNITS	TOTAL NO. OF UNITS	100% TOTAL UNITS
1	SINGLE FAMILY	60'	41-20	*	41-20	41-20
2	SINGLE FAMILY	50'	41-300	*	41-300	41-300
3	SINGLE FAMILY	40'	41-15	*	41-15	41-15
4	SINGLE FAMILY	34'	41-270	*	41-270	41-270
5	TOWN HOME	24'	41-524	*	41-524	41-524
TOTAL			41-924 UNITS	41-80 UNITS	41-104 TOTAL UNITS	41-104

LANDUSE	ACREAGE	ADDED PARCEL ACREAGE	TOTAL ACREAGE	PERCENT OF TOTAL
LOTS	122.4 ACRES	3.22 ACRES	125.62 ACRES	37.47%
COMMERCIAL	2.00 ACRES	0.00 ACRES	2.00 ACRES	0.60%
OPEN SPACE	37.19 ACRES	0.00 ACRES	37.19 ACRES	11.26%
PONDS	72.57 ACRES	3.65 ACRES	76.22 ACRES	23.27%
ACCESSIBLE OPEN SPACE	01.83 ACRES	2.25 ACRES	04.08 ACRES	12.00%
NATURAL AREA				
TOTAL SITE	41-555.89 ACRES	41-9.85 ACRES	41-565.74 ACRES	100%

VOLUSA COUNTY TO EXTEND EXISTING RIVER
 FROM 17+00 TO 17+50 TO SERVE PROPERTY #21
 JOINT PROJECT AGREEMENT BETWEEN COUNTY
 AND ENGINEERING SERVICES DATED 1-3-2014

PLEASE REFER TO THE PROJECT RECORDS FOR THE PEDESTRIAN SYSTEM AND OPEN SPACE PLAN. THIS PLAN IS A PART OF THE PROJECT RECORDS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

NO.	REVISIONS	DATE	BY

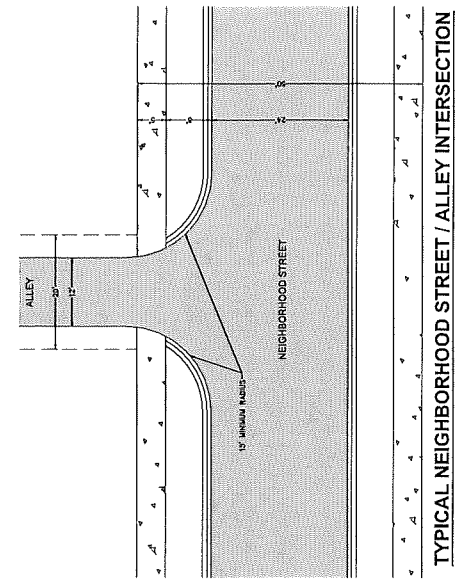


This document, together with the exhibits and design presented herein, is an integral part of the project and shall be read in conjunction with the contract documents. The contract documents, including the contract, shall govern over any and all other documents. The contract documents shall be read in conjunction with the contract documents. The contract documents shall be read in conjunction with the contract documents.

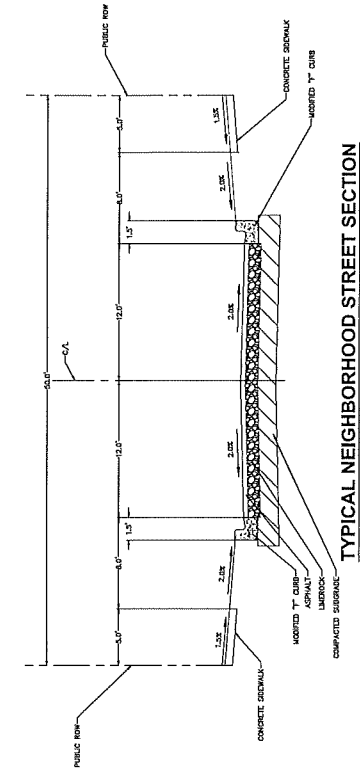
DATE	04/18/2022
SCALE	AS SHOWN
DESIGNED BY	EGS
CHECKED BY	BAL
PROJECT	145867000
DESIGNED PROFESSIONAL	

Kimley-Horn
 182 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 WWW.KIMLEY-HORN.COM REGISTERED NO. 35108
 P.L. 027-008-1518

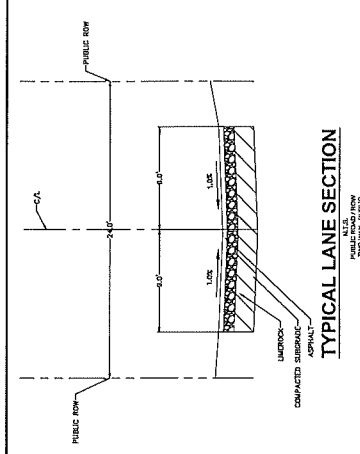
NO.	REVISIONS	DATE	BY



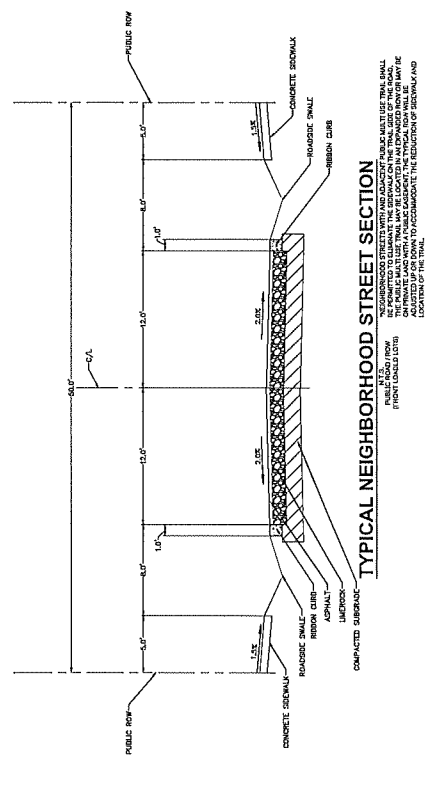
TYPICAL NEIGHBORHOOD STREET / ALLEY INTERSECTION



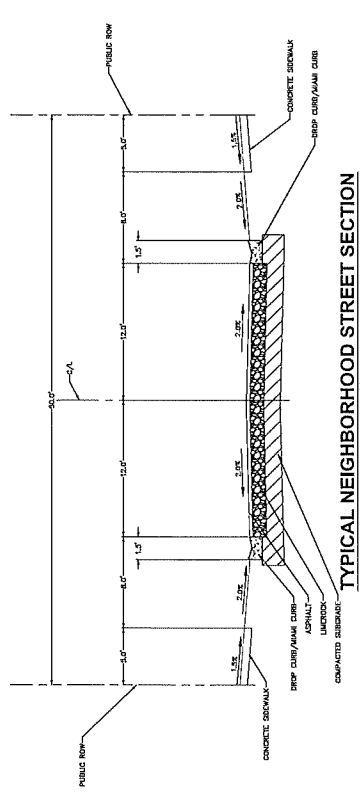
TYPICAL NEIGHBORHOOD STREET SECTION



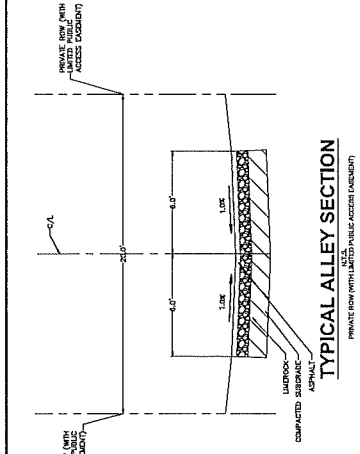
TYPICAL LANE SECTION



TYPICAL NEIGHBORHOOD STREET SECTION



TYPICAL NEIGHBORHOOD STREET SECTION



TYPICAL ALLEY SECTION

NOTED: THESE SECTIONS ARE FOR GENERAL INFORMATION ONLY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

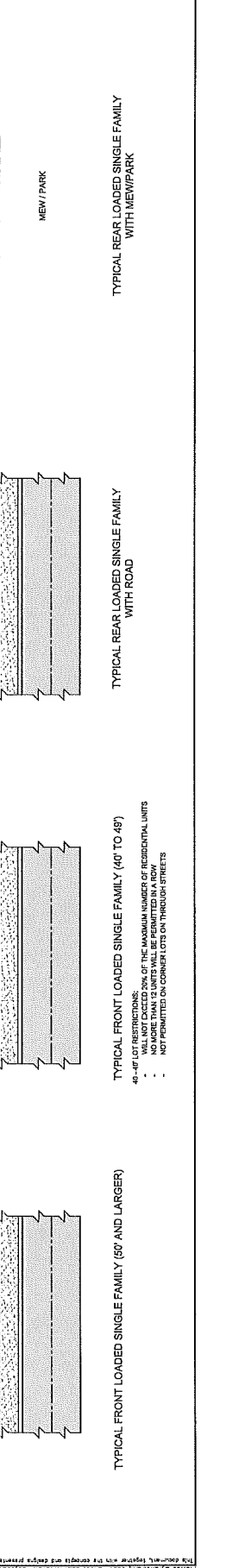
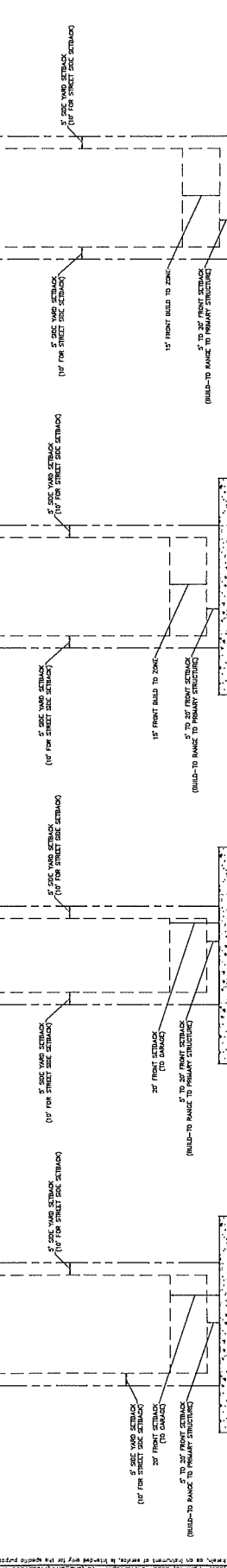
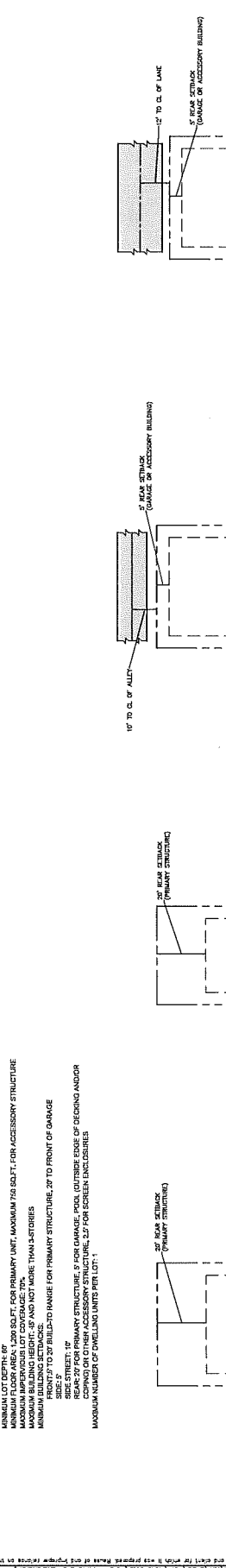
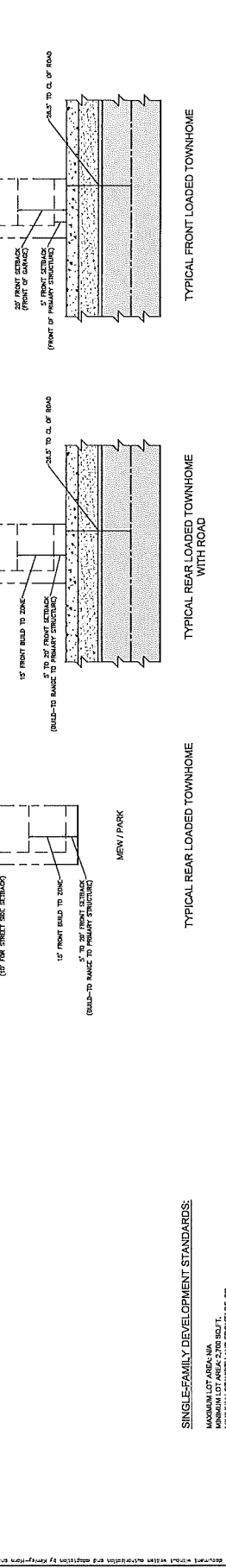
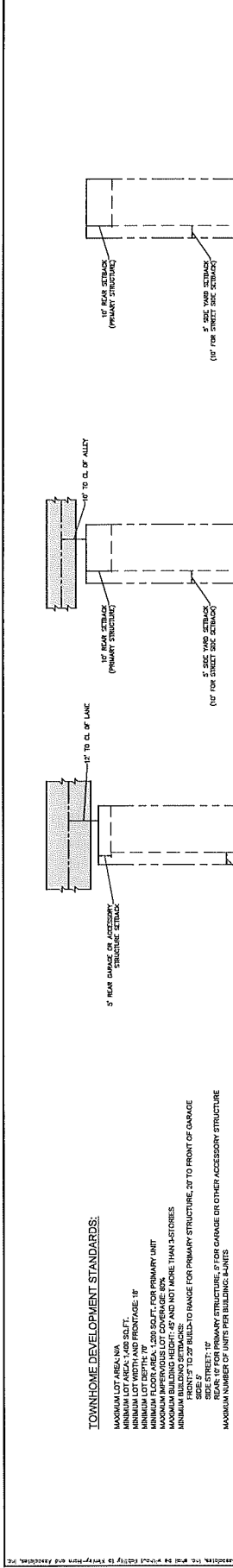
No.	REVISIONS	DATE

Kimley»Horn
 182 S. GRACE AVENUE, SUITE 1000, RAVENHOLM, FL 32801
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

PROJECT NO. 14987000
 DATE 04/18/2022
 SCALE AS SHOWN
 DESIGNED BY EDS
 DRAWN BY BML/D
 CHECKED BY [Signature]
 DATE 04/18/2022

TYPICAL LOT DIMENSIONS

UPDATED MASTER PLANS - RIVINGTON DEVELOPMENT
 CITY OF DEARBORN, MICHIGAN
 SHEET NUMBER M3.0



TOWNHOME DEVELOPMENT STANDARDS:
 MAXIMUM LOT AREA: 1 ACR. 50 FT.
 MINIMUM LOT WIDTH AND FRONTAGE: 18'
 MINIMUM FLOOR AREA: 1,200 SQ. FT. FOR PRIMARY UNIT
 MAXIMUM IMPERVIOUS LOT COVERAGE: 80%
 MINIMUM BUILDING SETBACKS:
 FRONT: 5' TO 20' BUILT-TO RANGE FOR PRIMARY STRUCTURE, 20' TO FRONT OF GARAGE
 SIDE STREET: 10'
 REAR: 5' TO 20' BUILT-TO RANGE FOR ACCESSORY STRUCTURE
 MAXIMUM NUMBER OF UNITS PER BUILDING: 3 UNITS

SINGLE-FAMILY DEVELOPMENT STANDARDS:
 MAXIMUM LOT AREA: 1 ACR. 50 FT.
 MINIMUM LOT WIDTH AND FRONTAGE: 20'
 MINIMUM FLOOR AREA: 1,200 SQ. FT. FOR PRIMARY UNIT, MAXIMUM 750 SQ. FT. FOR ACCESSORY STRUCTURE
 MAXIMUM IMPERVIOUS LOT COVERAGE: 75%
 MINIMUM BUILDING SETBACKS:
 FRONT: 5' TO 20' BUILT-TO RANGE FOR PRIMARY STRUCTURE, 20' TO FRONT OF GARAGE
 SIDE STREET: 10'
 REAR: 20' FOR PRIMARY STRUCTURE, 5' FOR GARAGE POOL OUTSIDE EDGE OF DECKING AND/OR PATIO, 20' FOR SCREEN ENCLOSURES
 MAXIMUM NUMBER OF DWELLING UNITS PER LOT: 1

TYPICAL FRONT LOADED SINGLE FAMILY (40' TO 48')
 40'-48' LOT RESTRICTIONS:
 • NO MORE THAN 12 UNITS WILL BE PERMITTED IN A ROW
 • NOT PERMITTED ON CORNER LOTS ON THROUGH STREETS

TYPICAL REAR LOADED SINGLE FAMILY WITH ROAD

TYPICAL FRONT LOADED SINGLE FAMILY (60' AND LARGER)

After Recording Return to:
City of DeBary
Attn: City Clerk
16 Colomba Road
DeBary, Florida 32713

**SECOND AMENDMENT TO THE MOBILITY FEE AND PARK AND RECREATION
FEE
REIMBURSEMENT AGREEMENT**

This SECOND AMENDMENT TO THE MOBILITY FEE AND PARK AND RECREATION FEE REIMBURSEMENT AGREEMENT (this “Second Amendment”) is made by and between **HR Rivington, LLC**, a Florida limited liability company and **Rivington 10, LLC**, a Florida limited liability company (collectively, “Developer”) and the **City of DeBary**, a Florida municipal corporation (“City”).

WHEREAS, Developer is the property owner of that certain real property being approximately 336.2+/- acres in size, legally described in Exhibit “A” attached hereto (the “Property”) and being that same property described in that certain Development Agreement recorded at Official Records Book 7729, Page 1566 of the Public Records of Volusia County, Florida, as amended (the “Rivington MPUD”); and

WHEREAS, the Property is located within the City of DeBary along the south side of Ft. Florida Road, west of its intersection with U.S. Highway 17/92; and

WHEREAS, Developer and City entered into that Mobility Fee and Park and Recreation Fee Reimbursement Agreement with an effective date of _____, and the First Amendment to the same adopted on _____, both incorporated herein by reference, regarding the completion of certain improvements to the road and trail network in the vicinity of the SunRail commuter rail station, as more particularly described herein (the “Original Agreement”); and

WHEREAS, the parties seek to amend the Original Agreement to account for the addition of Property and expansion of the Rivington MPUD (“Expanded Property”) which requires the completion of additional improvements to the road and trail system, which shall eligible for City mobility fee and park and recreation fee credits; and

WHEREAS, this Second Amendment is not a statutory development agreement pursuant to Chapter 163, Florida Statutes, and is being entered into by the City pursuant to the City’s home rule authority.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Second Amendment.

2. **Amendments.** The Original Agreement is hereby amended as follows:

Exhibit A of the Original Agreement is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

See attached Exhibit "A"

Exhibit B of the Original Agreement is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

See attached Exhibit "B"

3. **Validity.** If any portion of this Second Amendment is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Second Amendment shall continue in full force and effect.

4. **Binding/Recording.** This Second Amendment shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. Except as to the assignment of credits contemplated herein to successors and assigns in the Project, this Second Amendment may not be assigned by either party without a prior written amendment by both parties hereto. This Second Amendment shall be recorded in the Public Records of Volusia County at the Developer's expense.

5. **Entire Agreement.** This Second Amendment embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Second Amendment by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between or among the parties related to the subject matter hereof. Nothing in this Second Amendment, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Second Amendment, any right, remedy, or claim with respect to this Second Amendment.

6. **Attorneys' Fees/Laws/Venue.** In any lawsuit between the parties to this Second Amendment arising from this Second Amendment, each party shall bear their own attorney's fees and litigation costs. This Second Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Second Amendment shall be in the circuit court of and for Volusia County, Florida.

7. **Independent Parties.** City and Developer are not partners and this Second Amendment is not a joint venture, and nothing in this Second Amendment shall be construed to authorize the City or Developer to represent or bind the any other party to matters not expressly authorized or provided in this Second Amendment.

8. **Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Second Amendment, it being recognized that all parties have contributed substantially and materially to the preparation of this Second Amendment.

9. **Non-Waiver of Sovereign Immunity and Indemnification.** Nothing contained in this Second Amendment nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its home rule authority, police power, zoning authority and sovereign immunity under the Constitution and laws of the State of Florida or any other privilege, immunity or defense afforded to the City or the City's officers, employees and agents under the law. The Developer shall indemnify and hold harmless the City and its respective officers, employees and agents from and against all claims, damages, injuries, liability, losses, expenses, including reasonable attorneys' fees and costs (at trial and appellate levels), arising out of or resulting from the Developer's construction of improvements, Developer's assignment or transfer of any Mobility Fee Credits or Park and Recreation Credits (including relating to disputes between Developer and its successors and assigns regarding the same), or Developer's performance under this Second Amendment.

10. **Time is of the Essence.** Time is of the essence as to the performance of all duties and obligations set forth in this Second Amendment.

11. **Effective Date.** The Effective Date of this Second Amendment shall be the date on which the last party has executed this Second Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Second Amendment to be executed under seal by their officers and agents, duly authorized, as to the City and Developer, on the day and year set forth hereinafter.

Developer:

Signature

HR RIVINGTON, LLC, a Florida limited liability company

Print Name:

By: HR Southeast, LLC, a Delaware limited liability company, Its Sole Member

Signature

By: RP Investors Southeast, LLC, a Florida limited liability company, Its Sole Managing Member

Print Name:

By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager

By: _____
Dean Barberree, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2022, by Dean Barberree as President of Reader & Partners, LLC, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name

Commission No. _____

My Commission Expires: _____

Signature

Print Name:

Signature

Print Name:

Developer:

RIVINGTON 10, LLC, a Florida limited liability company

By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager

By: _____
Dean Barberree, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2022, by Dean Barberree as President of Reader & Partners, LLC, on behalf of said limited liability company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name

Commission No. _____

My Commission Expires: _____

City:

CITY OF DEBARY, FLORIDA

By: _____
Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

Exhibit A to the Original Agreement is amendment to add the following additional Property: (underlined language are additions; ~~stricken through~~ language are deletions):

Exhibit "A"
The Property and Expanded Property Legal Description

THE SOUTH 1/2 OF THE NORTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4; GOVERNMENT LOTS 1 AND 3; AND THE NORTH 1/2 OF GOVERNMENT LOT 6; ALL IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, LYING SOUTH OF FORT FLORIDA ROAD, VOLUSIA COUNTY, FLORIDA; EXCEPT THE SOUTH 30 FEET OF SAID GOVERNMENT LOT 1 AND EXCEPT THE SOUTH 30 FEET OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 6.

CONTAINS 296.2 ACRES, MORE OR LESS PER THE VOLUSIA COUNTY PROPERTY APPRAISER.

AND

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST LYING SOUTH OF FORT FLORIDA ROAD. ALL LYING AND BEING SITUATED IN VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE ROAD RIGHT OF WAY ON THE WEST. ALSO LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7319, PAGE 2945, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

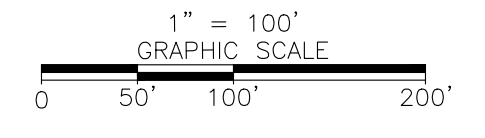
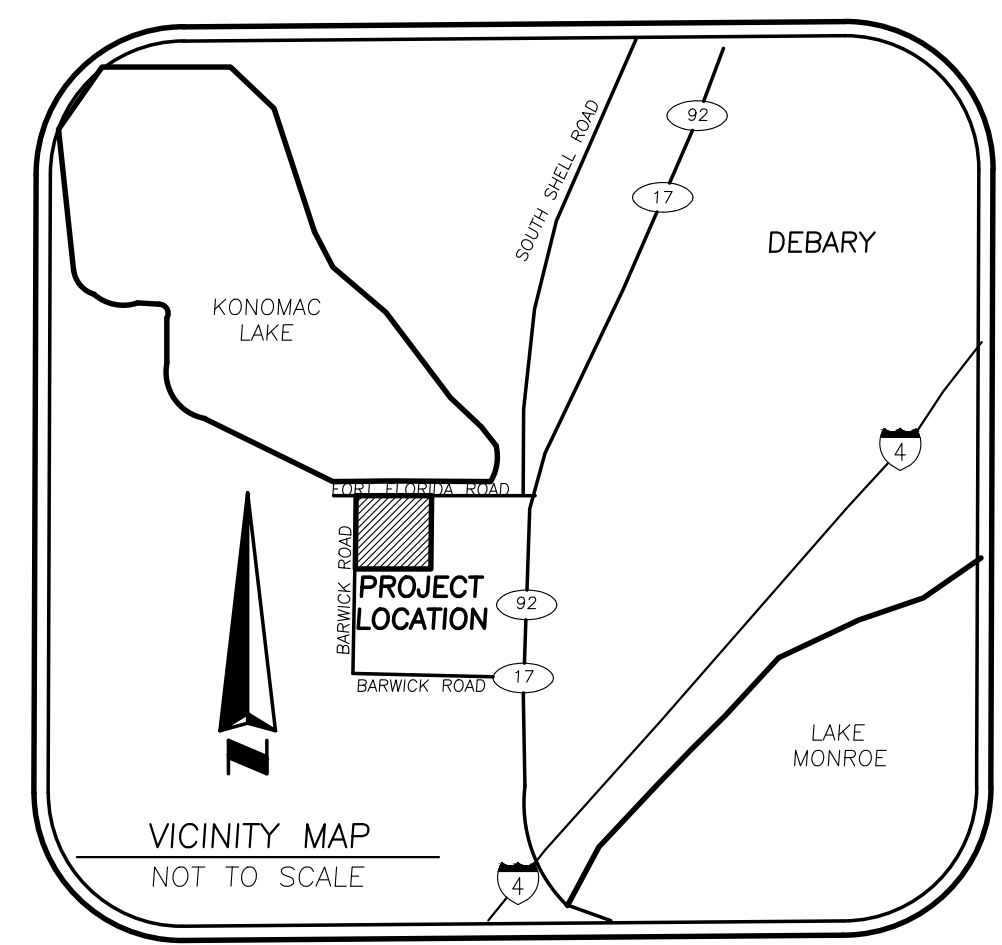
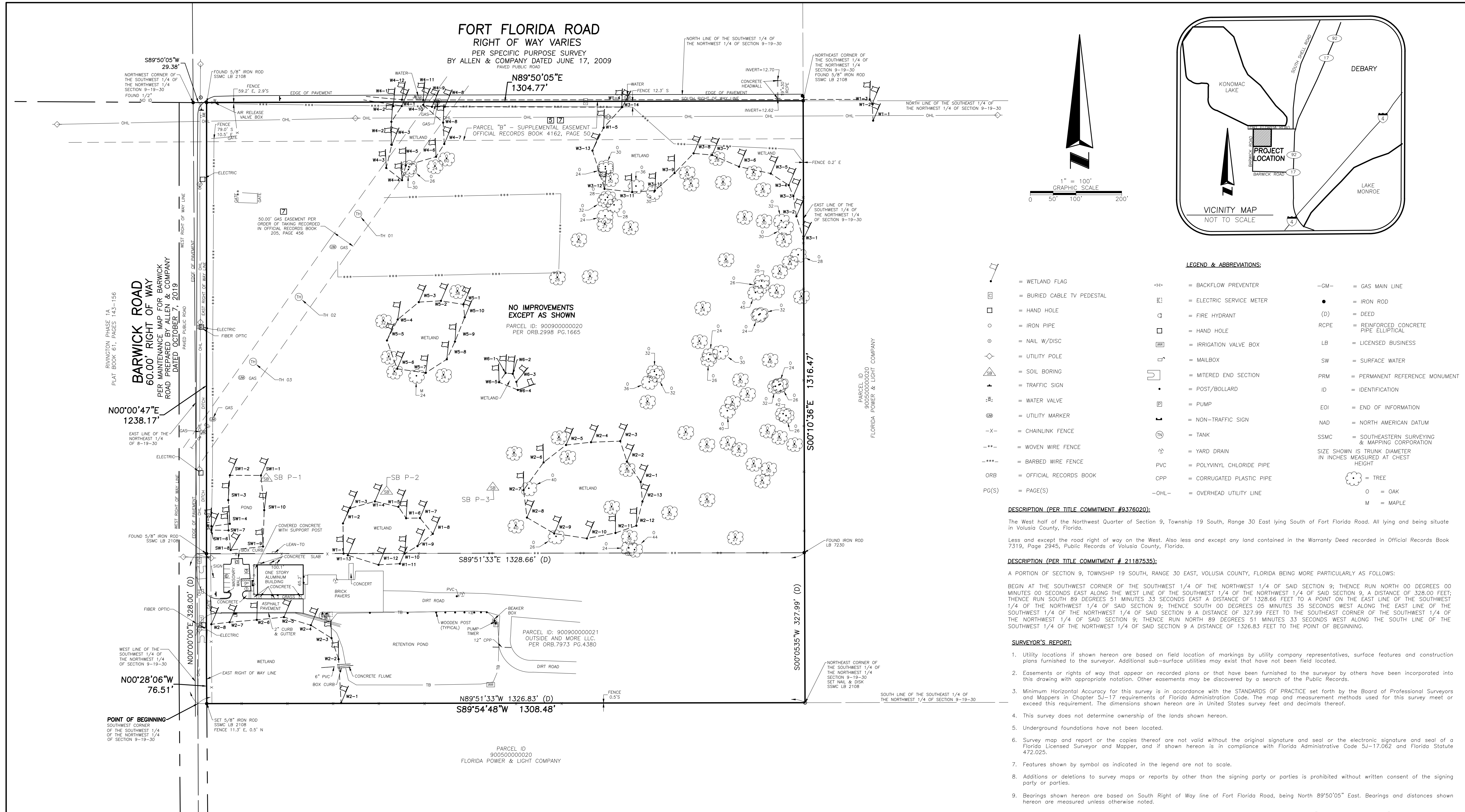
A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

Exhibit B to the Original Agreement is amendment to add the following additional scope of improvements: (underlined language are additions; ~~stricken through~~ language are deletions):

**Exhibit “B”
Additional Mobility Improvements**

**FORT FLORIDA ROAD
RIGHT OF WAY VARIES
PER SPECIFIC PURPOSE SURVEY
BY ALLEN & COMPANY DATED JUNE 17, 2009**



LEGEND & ABBREVIATIONS:

Wetland Flag	Backflow Preventer	Gas Main Line
Buried Cable TV Pedestal	Electric Service Meter	Iron Rod
Hand Hole	Fire Hydrant	Deed
Iron Pipe	Hand Hole	Reinforced Concrete Pipe Elliptical
Nail w/Disc	Irrigation Valve Box	Licensed Business
Utility Pole	Mailbox	Surface Water
Soil Boring	Mitered End Section	Permanent Reference Monument
Traffic Sign	Post/Bollard	Identification
Water Valve	Pump	End of Information
Utility Marker	Non-Traffic Sign	NAD
Chainlink Fence	Tank	SSMC
Woven Wire Fence	Yard Drain	Size Shown is Trunk Diameter in Inches Measured at Chest Height
Barbed Wire Fence	PVC	Tree
Official Records Book	CPP	Oak
Page(s)	Overhead Utility Line	Maple

DESCRIPTION (PER TITLE COMMITMENT #9376020):
The West half of the Northwest Quarter of Section 9, Township 19 South, Range 30 East lying South of Fort Florida Road. All lying and being situate in Volusia County, Florida.

Less and except the road right of way on the West. Also less and except any land contained in the Warranty Deed recorded in Official Records Book 7319, Page 2945, Public Records of Volusia County, Florida.

DESCRIPTION (PER TITLE COMMITMENT # 21187535):
A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT:
1. Utility locations if shown hereon are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States survey feet and decimals thereof.
4. This survey does not determine ownership of the lands shown hereon.
5. Underground foundations have not been located.
6. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
7. Features shown by symbol as indicated in the legend are not to scale.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Bearings shown hereon are based on South Right of Way line of Fort Florida Road, being North 89°50'05" East. Bearings and distances shown hereon are measured unless otherwise noted.
10. Horizontal features shown on the map refer to a National Geodetic Survey point with designation "GIS 0131 KAREN MCKEE", PID number AK7129 and is relative to North American Datum of 1983 (NAD83), 2011 adjustment, State Plane Coordinate System, Florida East Zone. Distances shown are GRID distances.
11. I have reviewed the Old Republic National Title Insurance Company title insurance commitments #21187535 dated November 22, 2021 and #9376020 dated November 03, 2021 at 05:00 PM, and all recorded survey related encumbrances, except liens, identified in Schedule B-II of the title insurance commitment have been shown or noted on the survey. Title Commitment Schedule B-II Exceptions that are not a survey matter may require a legal opinion as to their affecting or not affecting the subject parcel therefore the surveyor is not qualified by law to render a conclusive legal opinion as to those non-survey matter exceptions.
12. Improvements and Topographic features shown hereon are limited to areas per specific instructions of the client.
13. Right of Way information shown hereon was determined by found monumentation, recorded plats, and information obtained on the Volusia County Property Appraisers web site. No Right of Way documentation was provided by client.
14. Wetland areas depicted hereon were flagged or marked by Breedlove, Dennis & Associates, Inc., dated March 2021 and were field located by Southeastern Surveying & Mapping, Corp. on 4/26/2021 and 12/16/2021.
15. Fences were located only where dimensioned and may not run straight; ownership of fences, if any, are unknown.
16. Adjacent property information shown hereon was not furnished to this surveyor, and was compiled using latest available data. No attempt was made by this Surveyor to verify its accuracy.
17. The above described parcel contains 39.47 Acres, more or less.
18. Based on the Federal Emergency Management Agency, Flood Insurance Rate Map (FIRM), map number 12127C0730H, map dated February 19, 2014 the above described property is within Zone "X"
19. There is no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the field work.
20. There is no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the field work.
21. No zoning report has been provided.
22. There are a total of 11 parking spaces, including 10 regular spaces and 1 handicapped observed in subject property.

SURVEYOR'S CERTIFICATION:
To: Reader & Partners, LLC, a Florida limited liability company, Outside and More, LLC and Old Republic National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 13, 16, 17, and 18 of Table A thereof. The fieldwork was completed on December 17, 2021.

NOTICE OF LIABILITY:
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

SCHEDULE B-II EXCEPTIONS
The following are items found in Schedule B Section II of title by the Old Republic National Title Insurance Company title insurance commitment #21187535 dated November 22, 2021 at 05:00 PM.
Numbers 1-6 are standard exceptions and not a survey matter.
7. Terms, covenants, conditions, reservations, easements, right of ways and other matters contained in that certain Right of Way Easement to the Florida Public Service Company, as recorded in Deed Book 233, Page 106; together with Supplemental Easement recorded in O.R. Book 4162, Page 50, Public Records of Volusia County, Florida. (AS SHOWN)
Numbers 8-12 are standard exceptions and not a survey matter.

SCHEDULE B-II EXCEPTIONS
The following are items found in Schedule B Section II of title by the Fidelity National Title Insurance Company title insurance commitment # 9376020 dated March 29, 2021 at 5:00 PM.
Numbers 1 through 4 are standard exceptions and not a survey matter.
5. Easement to Florida Public Service Company, a Florida corporation recorded May 22, 1929 in Deed Book 233, Page 106; and Supplemental Easement recorded in Official Records Book 4162, Page 50. (AS SHOWN)
6. Oil, Gas and Mineral Lease to W.F. Bush recorded February 7, 1944 in Deed Book 303, Page 464; as assigned to Tide Water Associated Oil Company in Deed Book 309, Page 32. (NOT A SURVEY MATTER)
7. Easement in favor of Houston Texas Gas and Oil Corporation contained in the Order of Taking recorded June 9, 1959 in Official Records Book 205, Page 456 and Final Judgment recorded in Official Records Book 224, Page 610. (AS SHOWN)
8. Intentionally Deleted.
9. Intentionally Deleted.
10. Intentionally Deleted.

Digitally signed by James E Mazurak
DN: c=US, o=Unaffiliated, ou=A01410D0000016FC3428289000073D
F, cn=James E Mazurak
Date: 2022.06.21 12:18:18 -04'00'

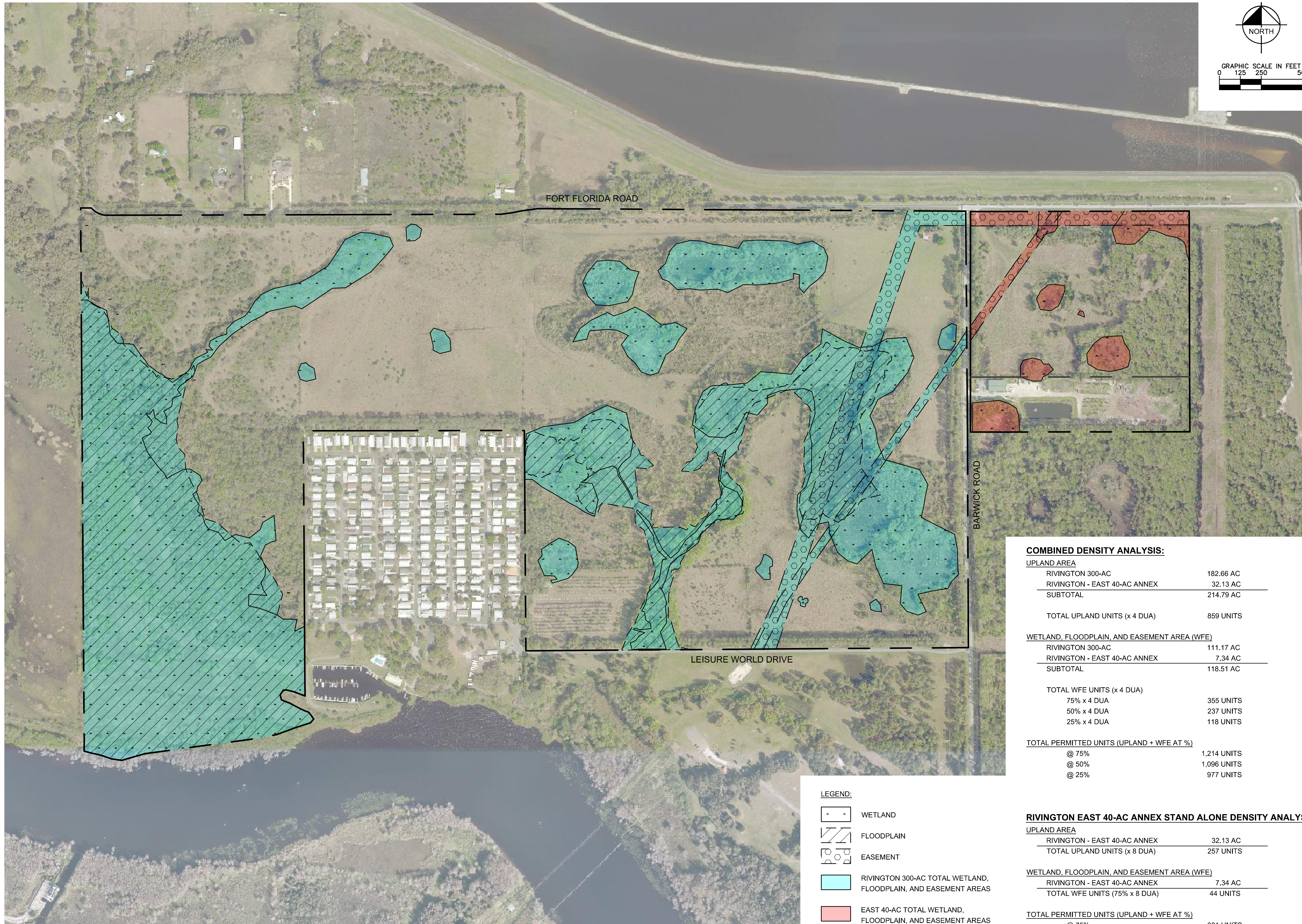
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
SUE • SURVEY • GIS
6000 All American Boulevard
Gainesville, Florida 32608-4608
(407) 292-4580
e-mail: info@southesternsurveying.com
Certification Number: 182106

ALTA/NSPS Land Title Survey
Project: Rivington East of Barwick
280 Barwick Road, Debary, Florida 32713
Field Date: December 17, 2021
Scale: 1" = 100'
Drawn By: SK



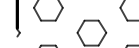
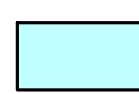

See Surveyor's Certification

DRAWING NUMBER
66340003
SHEET NUMBER
1 OF 1

Plotted By: Enstrom, Jack - Sheet: Rivington PHASE 2 - LAYOUT/Layout1 - April 07, 2022 01:30:07pm K:\ORL_Civil\149867000-Rivington\CADD\EXHIBITS\MISC\2022-04-06 - Density Calc 340 AC.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND:

	WETLAND
	FLOODPLAIN
	EASEMENT
	RIVINGTON 300-AC TOTAL WETLAND, FLOODPLAIN, AND EASEMENT AREAS
	EAST 40-AC TOTAL WETLAND, FLOODPLAIN, AND EASEMENT AREAS

COMBINED DENSITY ANALYSIS:

UPLAND AREA	
RIVINGTON 300-AC	182.66 AC
RIVINGTON - EAST 40-AC ANNEX	32.13 AC
SUBTOTAL	214.79 AC
TOTAL UPLAND UNITS (x 4 DUA)	859 UNITS
WETLAND, FLOODPLAIN, AND EASEMENT AREA (WFE)	
RIVINGTON 300-AC	111.17 AC
RIVINGTON - EAST 40-AC ANNEX	7.34 AC
SUBTOTAL	118.51 AC
TOTAL WFE UNITS (x 4 DUA)	355 UNITS
75% x 4 DUA	237 UNITS
50% x 4 DUA	237 UNITS
25% x 4 DUA	118 UNITS
TOTAL PERMITTED UNITS (UPLAND + WFE AT %)	
@ 75%	1,214 UNITS
@ 50%	1,096 UNITS
@ 25%	977 UNITS

RIVINGTON EAST 40-AC ANNEX STAND ALONE DENSITY ANALYSIS:

UPLAND AREA	
RIVINGTON - EAST 40-AC ANNEX	32.13 AC
TOTAL UPLAND UNITS (x 8 DUA)	257 UNITS
WETLAND, FLOODPLAIN, AND EASEMENT AREA (WFE)	
RIVINGTON - EAST 40-AC ANNEX	7.34 AC
TOTAL WFE UNITS (75% x 8 DUA)	44 UNITS
TOTAL PERMITTED UNITS (UPLAND + WFE AT %)	
@ 75%	301 UNITS

No.	REVISIONS	DATE	BY

Kimley»Horn
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 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE: 407-898-1511
 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
 KHA PROJECT 149867000
 DATE 04/06/2022
 SCALE AS SHOWN
 DESIGNED BY JCE
 DRAWN BY JCE
 CHECKED BY BAL
 DATE:

DENSITY CALCULATION EXHIBIT

RIVINGTON FLORIDA
 CITY OF DEBARY
 SHEET NUMBER EX



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

Subject: Rivington CDD 2 nd Expansion	Attachments: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/Contracts <input type="checkbox"/> Other
From: Steven E. Bapp, AICP Growth Management Director	
Meeting Hearing Date December 7, 2022	

REQUEST

Staff is requesting City Council approve on first reading Ordinance # 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD's boundaries.

PURPOSE

To annex 9.85-acres of land on Barwick Road into the Rivington CDD.

CONSIDERATIONS

The property is located on the east side of Barwick Road, south of the tract of land annexed into the Rivington MPUD from the first amended and restated development agreement.

The Florida Legislature created and amended Chapter 190, Florida Statutes, to allow for CDDs in order to provide an alternative method to finance and manage basic services for community development. The proposed CDD would be the financing and managing body for the proposed Rivington 9.85-acre expansion.

Proposed facilities to be funded include earthwork, roadway paving and improvements, drainage collection and outfall structures, potable water, reusable water, sanitary sewer, landscaping, and wetland mitigation. The total estimated capital costs are \$1,964,255.00. No bond, debt or other obligation of the CDD, nor any default, shall constitute a debt or obligation by the City.

RECOMMENDATION

It is recommended the City Council: Approve Ordinance # 09-2022, upon first reading, expanding the Rivington Community Development District.

IMPLEMENTATION

If the City Council approves the proposed Community Development District expansion, then the subject property will be added into the Rivington Community Development District.

ATTACHMENTS

- Ordinance # 09-2022
- Petition to expand the Rivington Community Development District

ORDINANCE NO. 09-2022

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING ORDINANCE NO. 12-18 TO GRANT THE PETITION FOR THE EXPANSION OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, CONCERNING THAT CERTAIN APPROXIMATELY 9.85 +/- ACRES OF LAND; DESCRIBING THE EXPANDED BOUNDARIES OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, on October 3, 2018, the City of DeBary City Council adopted Ordinance No. 12-18 approving and creating the Rivington Community Development District (“District”) for the approximately 296.2 +/- acres of land described in Section 4 and Exhibit “A” of such ordinance; and

WHEREAS, Reader & Partners, LLC, a Florida limited liability company, has petitioned the City Council of the City of DeBary, a Florida municipal corporation, to adopt an ordinance expanding the existing District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Rivington 10, LLC is the owner of approximately 10 +/- acres of land legally described in Exhibit “A,” attached hereto (“Subject Property”); and

WHEREAS, the City Council of the City of DeBary, Florida (the “City”), has conducted a public hearing on the petition for the expansion of the District in accordance with the requirements and procedures of Section 190.046(1)(c), Florida Statutes, as amended; and

WHEREAS, the City Council has considered the record of the public hearing and the facts set forth in Section 190.046, Florida Statutes, as amended, in making its determination to grant the petition for the expansion of the District; and

WHEREAS, the City Council has determined that; the statements within the petition were true and correct; that the expansion of the District is not inconsistent with the Comprehensive Plan; that the land within the District, is of sufficient size, is sufficiently compact, and sufficiently developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities; and the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, the City Council desires to consent to the District's exercise of certain special powers as requested by the petition and for such to be governed by Chapter 190, Florida Statutes.

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

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein as the legislative findings of the City Council.

SECTION 2. Authority. This Ordinance is adopted pursuant to Chapter 190, Florida Statutes, as amended.

SECTION 3. Petition Granted. The Petitioner's petition to expand the District over and to include the Subject Property is hereby granted.

SECTION 4. Amendment to District External Boundaries. Exhibit "A" attached to and referenced in Section 4 of Ordinance No. 12-18 is hereby amended to add to the external boundaries of the District the approximately 9.85 +/- acre Subject Property described in Exhibit

"1," attached hereto and incorporated herein. The Subject Property is hereby part of the District and is subject to the provisions of Ordinance No. 12-18.

SECTION 5. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 6. Effective Date. This Ordinance shall take effect ten (10) days after adoption.

FIRST READING HELD on _____, 2022

ADOPTED AFTER SECOND READING on this ___ day of _____, 2022

CITY COUNCIL

CITY OF DeBARY, FLORIDA

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

Attachments – Exhibit “1” – Legal Description of Subject Property (also being the same as the expanded District Boundaries)

EXHIBIT 1
Legal Description of Subject Property

**BEFORE THE CITY COUNCIL OF THE CITY OF DEBARY
DEBARY, FLORIDA**

PETITION TO EXPAND RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Rivington Community Development District, a community development district established by Ordinance Number 12-18 by the City of DeBary, Florida on October 3, 2018 pursuant to the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, (hereinafter "Petitioner") hereby petitions the City Council of DeBary, Florida, to expand (hereinafter "Expansion") the established Rivington Community Development District (hereinafter "CDD" or "District") with respect to land described herein. In support of this petition, Petitioner states:

1. Location and Size. The Expansion area is located entirely within the incorporated limits of DeBary, Florida. **Exhibit 1** describes the general location of the proposed expanded CDD. The proposed Expansion covers approximately 9.85 +/- acres of land. The metes and bounds description of the expanded District is attached as **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the proposed external boundaries of the Expansion which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to establish the Expansion from the owner of one hundred percent (100%) of the real property located within the Expansion. Documentation of this consent is set forth in **Exhibit 3**.

4. Name. The proposed name of the Expansion remains Rivington Community Development District.

5. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed Expansion are as follows:

Name: Jeffrey M. Reader
Address: 5850 T.G. Lee Blvd., Suite 200, Orlando, FL 32822

Name: Steven Costa
Address: 444 Seabreeze Blvd., Suite 1000, Daytona Beach, FL 32118

Name: Tisha Barberree
Address: 2443 Upper Park Rd., Orlando, FL 32814

Name: Marlene DeMarco
Address: 5850 T.G. Lee Blvd., Suite 200, Orlando, FL 32822

Name: Debra Dremann Ushkowitz
Address: 5050 Sailwind Circle, Orlando, FL 32810

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

6. Existing Zoning and Future Land Use. The existing zoning and future land use for lands within the proposed Expansion are shown on **Exhibits 4 and 5**, respectively. The land within the proposed Expansion is currently undeveloped. The future development within the Expansion is consistent with Objective 5.107 (Transit Oriented Development) of the City of DeBary, Florida Future Land Use Plan. The development plan consistent with the objective is detailed on **Exhibit 6**.

7. Future Land Uses. The proposed development plan for the lands within the Expansion is described in **Exhibit 6**. Development is scheduled to occur over a five (5) year period. The proposed land uses for lands contained within the proposed Expansion are consistent with the approved City of DeBary, Florida Comprehensive Plan.

8. Major Water and Wastewater Facilities. **Exhibit 7** shows the existing major trunk water mains and wastewater interceptors and the major outfall canals and drainage basins for the lands within the proposed Expansion.

9. District Facilities and Services. The District is presently expected to finance, construct, install and maintain improvements and facilities to benefit the lands within the Expansion. **Exhibit 8** describes the type of facilities Petitioner presently expects the District to finance, construct, install and maintain. The estimated costs of construction are also described in **Exhibit 8**. Actual construction timetables and expenditures may vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 9** is the statement of estimated regulatory costs (hereinafter "SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. This petition to expand the District should be granted for the following reasons:

a. Expansion of the District and all land uses and services planned within the proposed expansion are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of DeBary, Florida Comprehensive Plan.

b. The area of land within the proposed Expansion is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.

c. The expansion of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed

by the District and Expansion. The District and Expansion are the best alternatives for delivering community development services and facilities to the proposed development without imposing an additional burden on the general population of the local general-purpose government. Expansion of the District in conjunction with a comprehensively planned development, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District and the expansion will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the expansion of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District and Expansion services and facilities.

e. The area to be served by the proposed Expansion is amenable to a separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of DeBary, Florida to:

a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. Grant the petition and adopt an ordinance expanding the Rivington Community Development District pursuant to Chapter 190, Florida Statutes;

c. Consent to the Expansion exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain, as appropriate, systems and facilities for transportation,

stormwater utilities, parks and facilities for indoor and outdoor recreational, cultural, and other uses all as authorized and described by Section 190.012(2)(a), Florida Statutes.

RESPECTFULLY SUBMITTED, this 19th day of July, 2022.

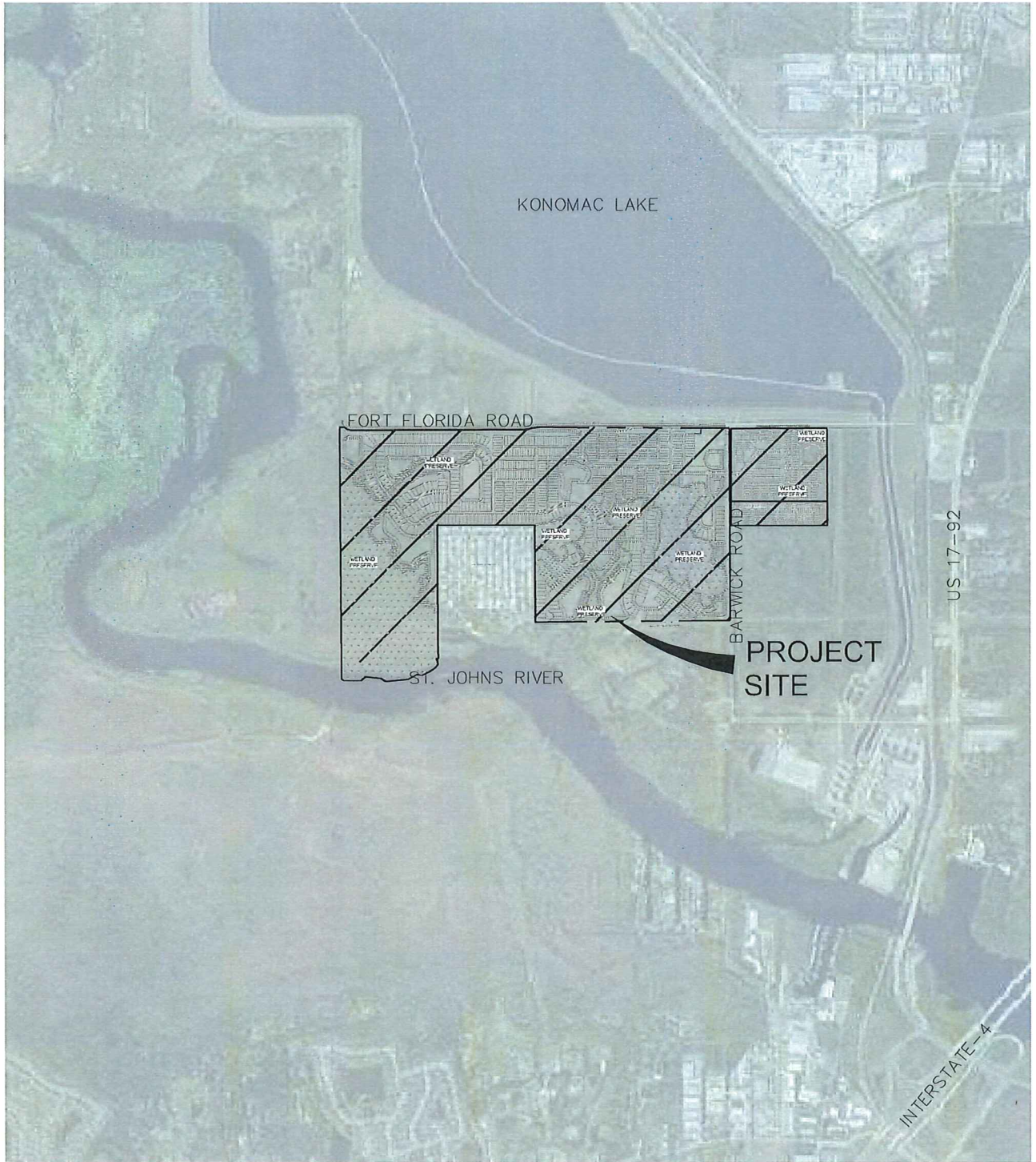
COBB COLE

By: 

Mark A. Watts
Florida Bar No. 0157521
231 N. Woodland Blvd.
DeLand, FL 32720
(386) 736-7700
Attorney for Petitioner

EXHIBIT 1

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Release of any improper reliance on this document without authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SCALE	N.T.S.
DESIGNED BY	DER
DRAWN BY	DER
CHECKED BY	BAL

Kimley»Horn
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 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE (407) 898-1511
 WWW.KIMLEY-HORN.COM CA 00000695

DATE	04/19/2022
PROJECT NO.	149867000

LOCATION MAP

DESIGN ENGINEER:	
FLORIDA P.E. LICENSE NO.:	

SHEET NO.:	EX-1
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EXHIBIT 2

**LEGAL DESCRIPTION OF
RIVINGTON 2ND EXPANSION**

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA
BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT 3

CONSENT AND JOINDER
TO PETITION TO EXPAND THE
RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

THE UNDERSIGNED, Rivington 10, LLC, a Florida limited liability company, is the owner of certain lands located in Volusia County, Florida, and more fully described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

The above-described land is hereinafter referred to as the "Property".

The undersigned understands and acknowledges that Rivington Community Development District ("Petitioner"), intends to submit an application to City of DeBary to expand the RIVINGTON COMMUNITY DEVELOPMENT DISTRICT (the "District") in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned is the owner of a portion of the lands located within the proposed District and described in Exhibit "A" attached hereto, and the undersigned understands and acknowledges that, pursuant to the provisions of Section 190.005(2)(a), *Florida Statutes*, the Petitioner is required to include the written consent to expand the District of one-hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the inclusion of its Property into the Rivington Community Development District, which will include the Property within the lands to be a part of the District, and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the land which shall bind the undersigned's heirs, personal representatives, administrators, successors-in-title and assigns and shall remain in full force and effect three (3) years from the date hereof.

**SIGNATURE PAGE FOR CONSENT AND JOINDER
TO PETITION TO EXPAND THE RIVINGTON
COMMUNITY DEVELOPMENT DISTRICT**

Executed this 20 day of JULY, 2022

Rivington 10, LLC
A Florida Limited Liability Company

By: Reader & Partners, LLC
A Florida Limited Liability Company
Its manager

By: _____

Name: Dean Barberree

Position: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of July, 2022 by Dean Barberree, President of Reader & Partner, LLC the Manager of Rivington 10, LLC, on behalf of said partnership. Said person is personally known to me or ___ has produced a valid driver's license as identification.



Lori Fischer
Notary Public, State of Florida

Print Name: Lori Fischer

My Commission Expires: 11/11/2023

My Commission No.: GG 364877

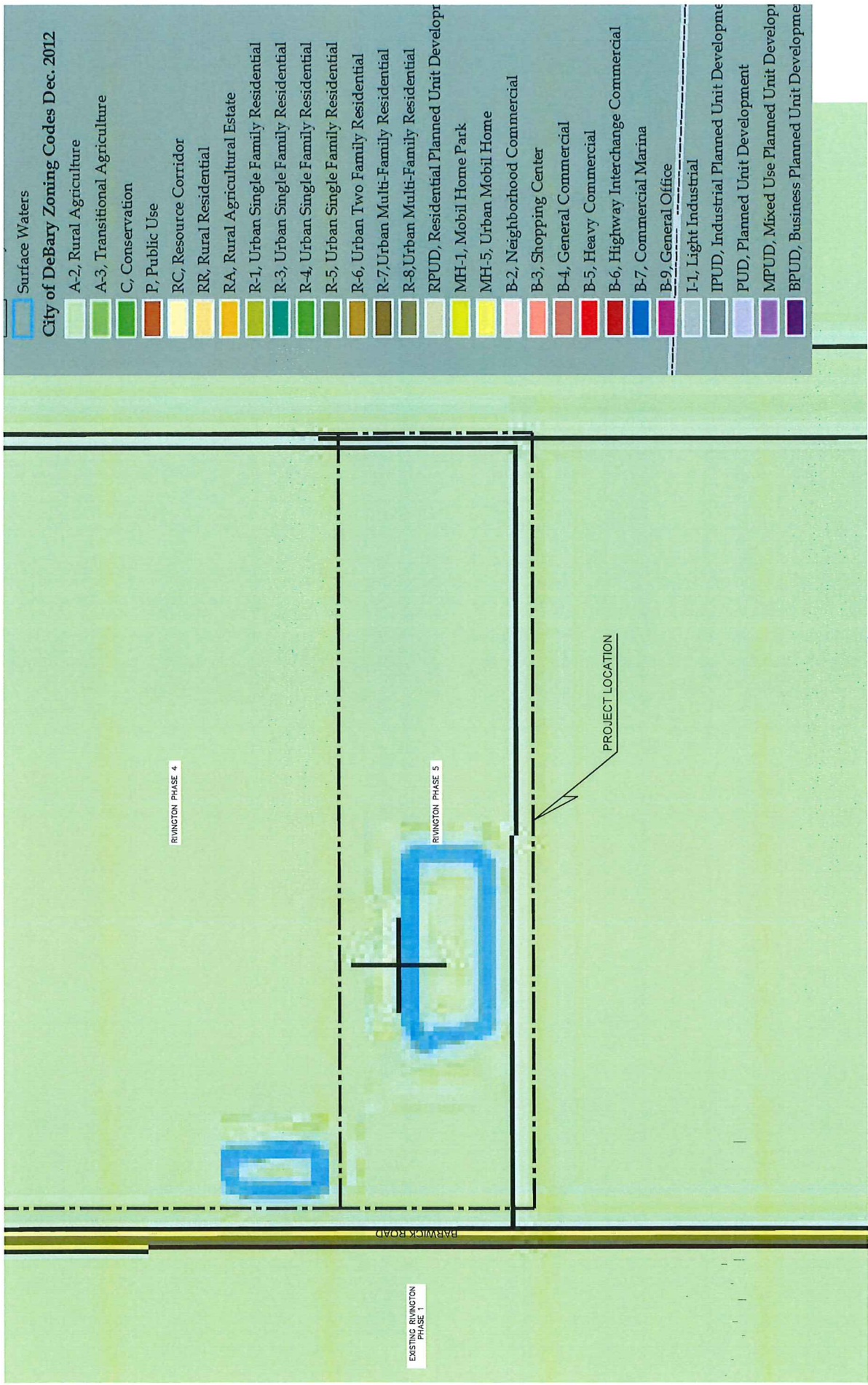
EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT 4

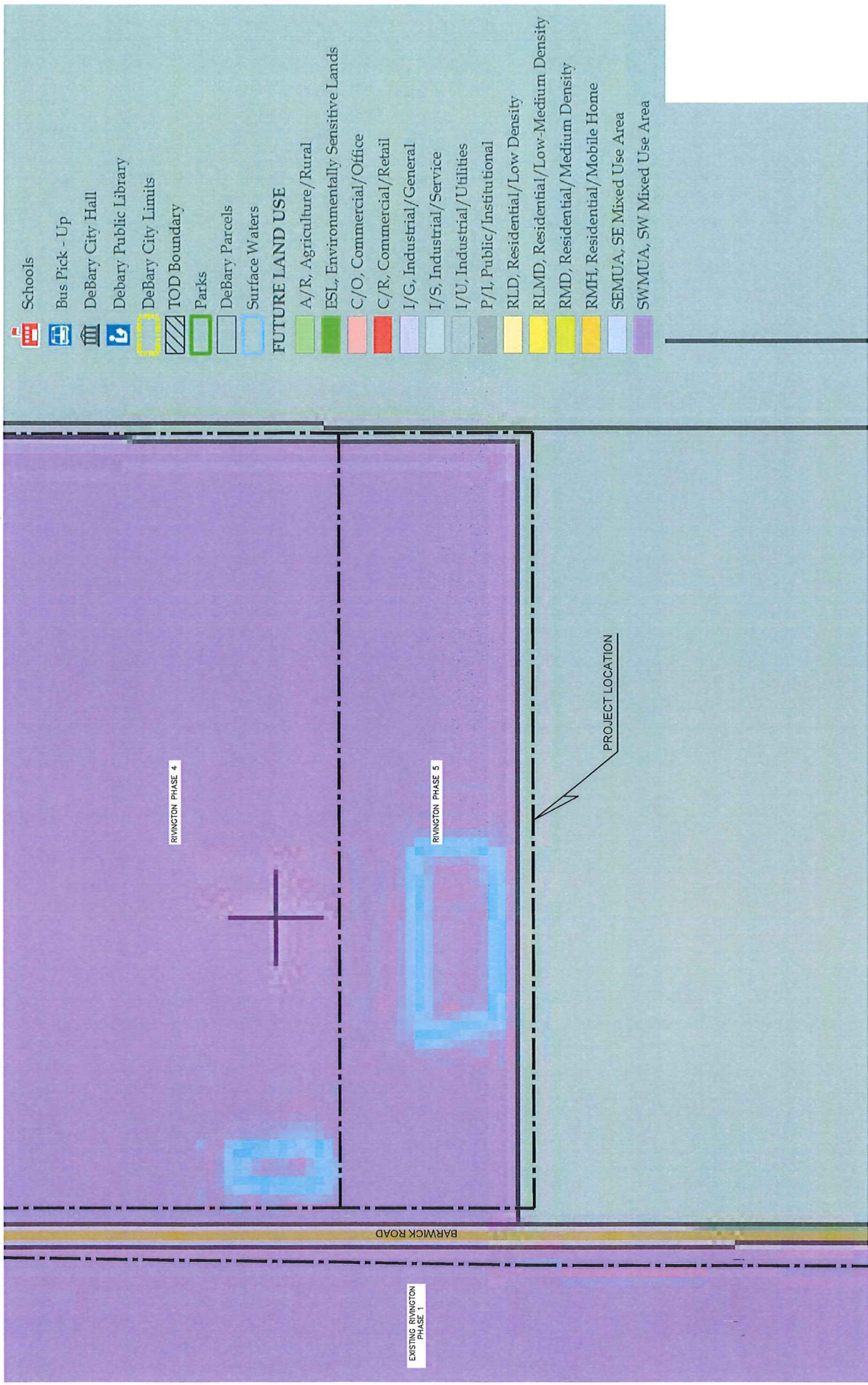


ZONING MAP

04/27/2022 - CONTACT KIMLEY-HORN & ASSOCIATES, INC. (407) 898-1511

RIVINGTON - PHASE 5

EXHIBIT 5



- Schools
- Bus Pick - Up
- DeBary City Hall
- DeBary Public Library
- DeBary City Limits
- TOD Boundary
- Parks
- DeBary Parcels
- Surface Waters

FUTURE LAND USE

- A/R, Agriculture/Rural
- ESL, Environmentally Sensitive Lands
- C/O, Commercial/Office
- C/R, Commercial/Retail
- I/G, Industrial/General
- I/S, Industrial/Service
- I/U, Industrial/Utilities
- P/I, Public/Institutional
- RLD, Residential/Low Density
- RLMD, Residential/Low-Medium Density
- RMD, Residential/Medium Density
- RMH, Residential/Mobile Home
- SEMUA, SE Mixed Use Area
- SWMUA, SW Mixed Use Area

0 35 70 140
 DRAWING SCALE IN FEET
 NORTH

Kimley»Horn

FUTURE LAND USE MAP

04/27/2022 - CONTACT KIMLEY-HORN & ASSOCIATES, INC. (407) 898-1511

RIVINGTON - PHASE 5

EXHIBIT 6

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SCALE	N.T.S.
DESIGNED BY	DER
DRAWN BY	DER
CHECKED BY	BAL

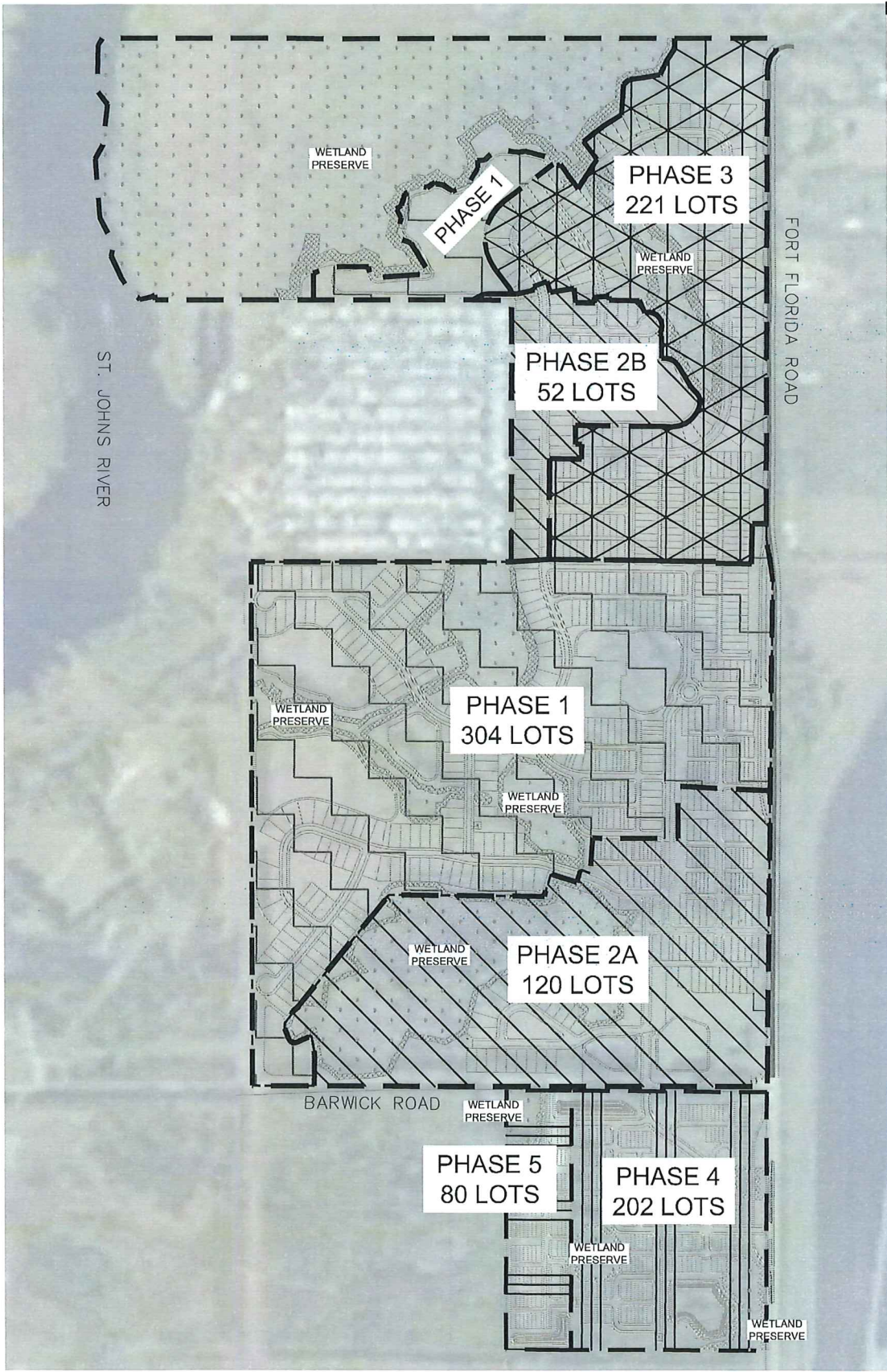
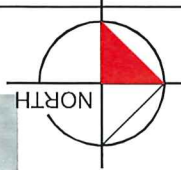
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 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE (407) 898-1511
 WWW.KIMLEY-HORN.COM CA 0000695

DATE	04/19/2022
PROJECT NO.	149867000

CDD MASTER SITE PLAN

DESIGN ENGINEER:	
FLORIDA P.E. LICENSE NO.:	

SHEET NO.:	EX-
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CHECKED BY	BAL

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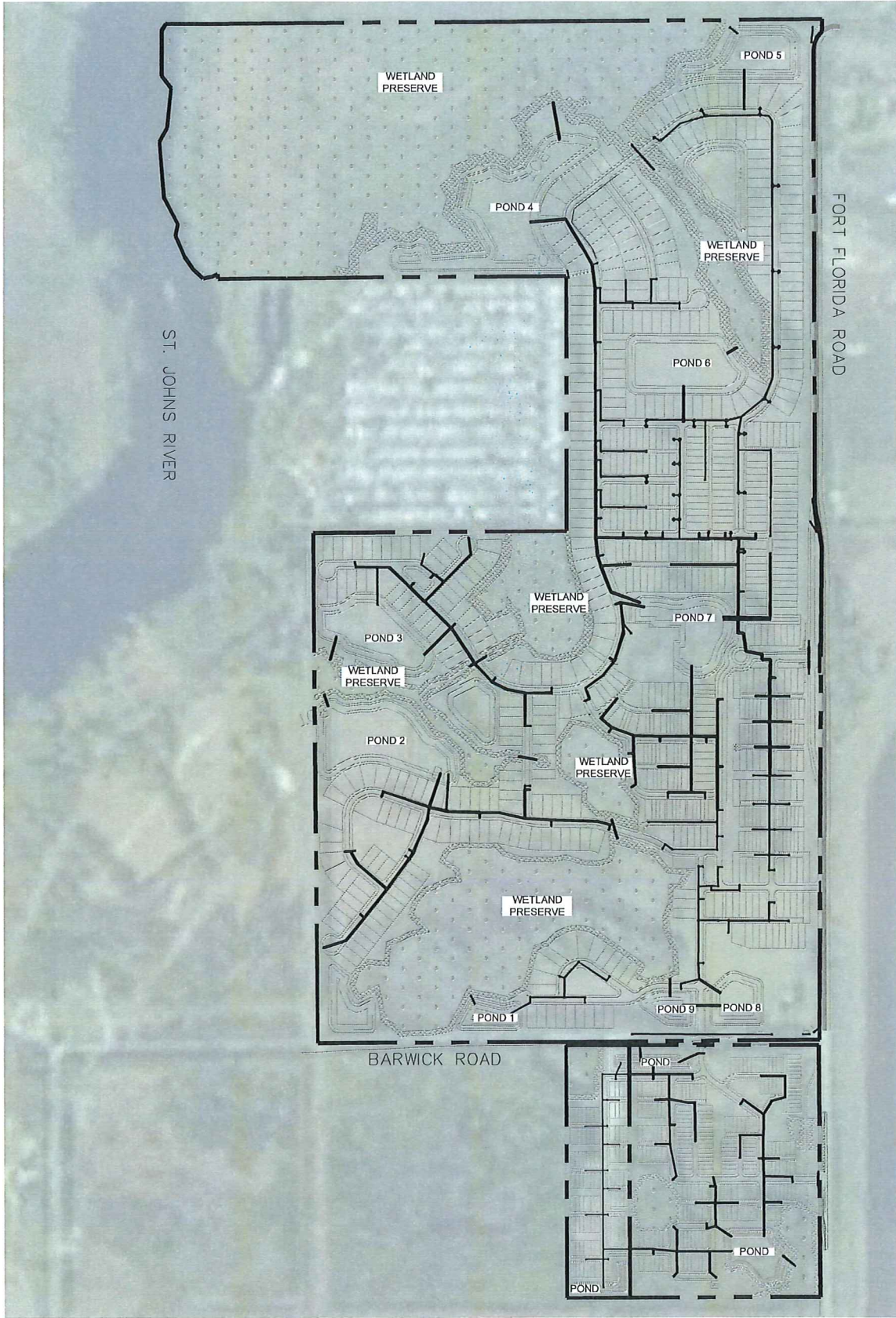
DATE	04/19/2022
PROJECT NO.	149867000

CDD PHASING PLAN

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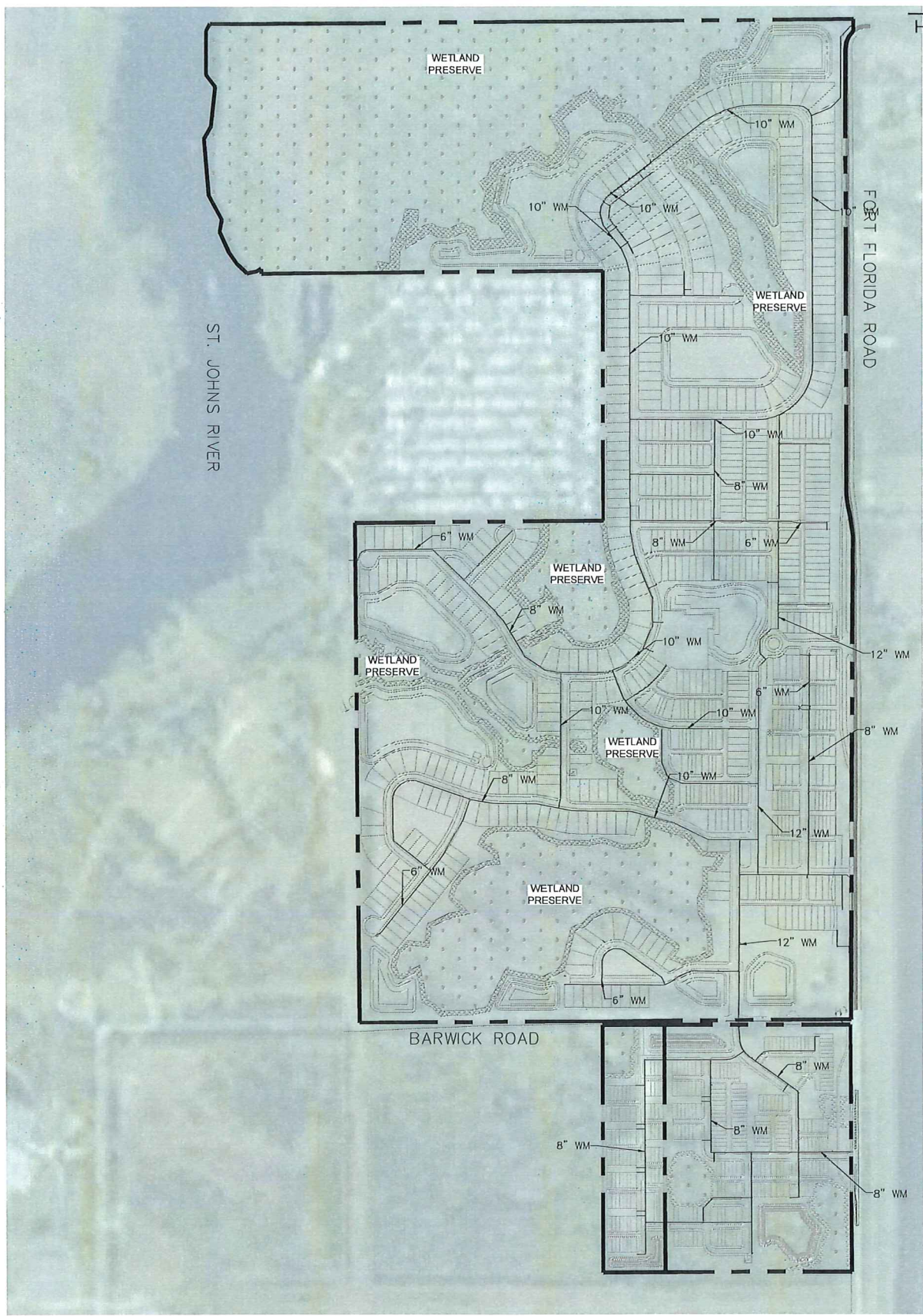
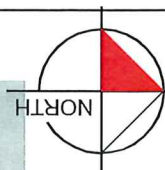
EXHIBIT 7



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DESIGNED BY	DER		CDD STORMWATER SYSTEM	FLORIDA P.E. LICENSE NO.:		
DRAWN BY	DER					
CHECKED BY	BAL			PROJECT NO.	149867000	

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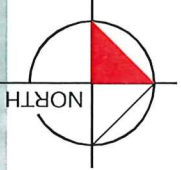
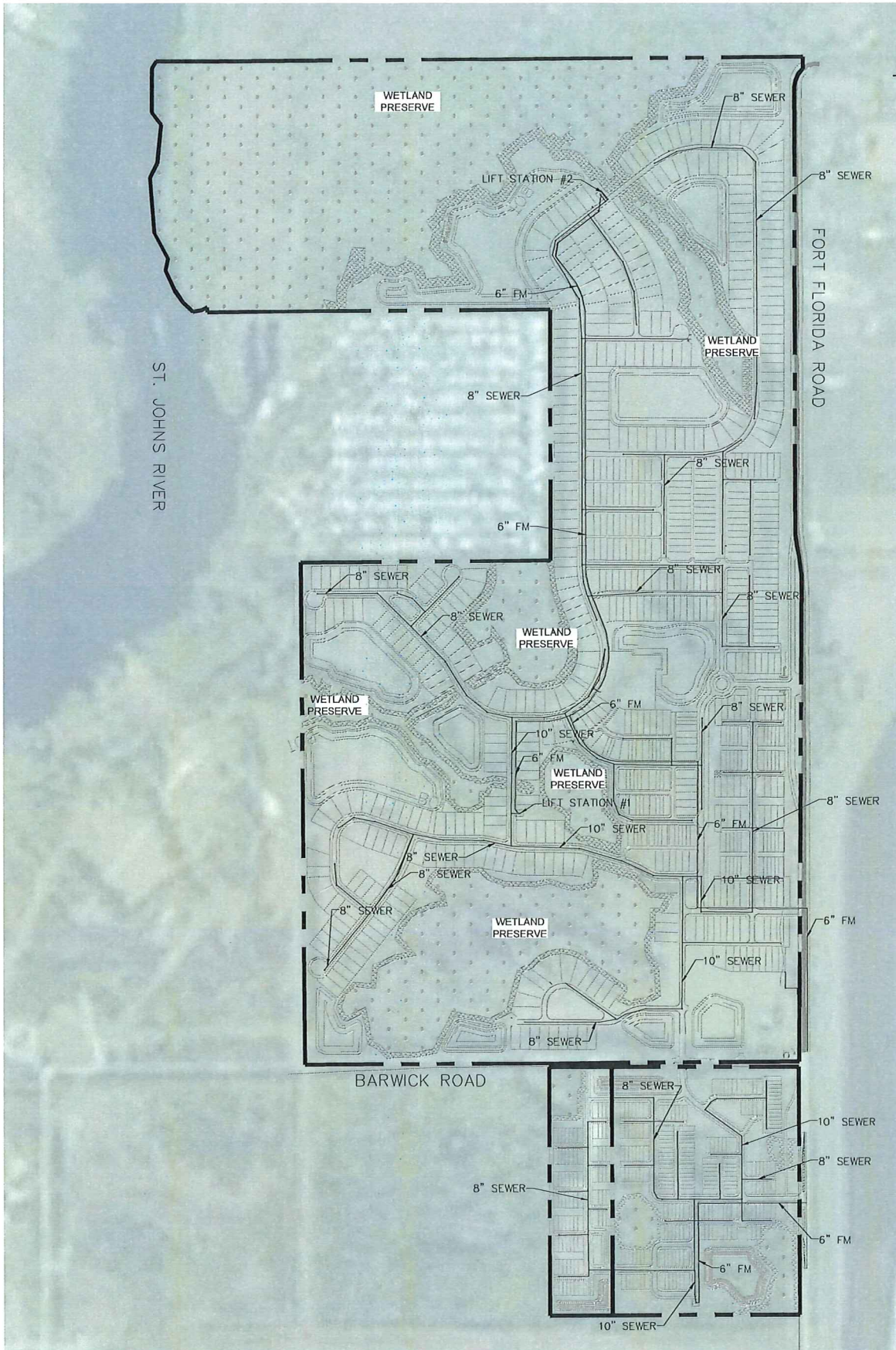
DATE
 04/19/2022
 PROJECT NO.
 149867000

CDD WATER SYSTEM

DESIGN ENGINEER:
 FLORIDA P.E. LICENSE NO.:

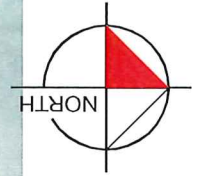
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DESIGNED BY DER		PROJECT NO. 149867000		FLORIDA P.E. LICENSE NO.:	
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DATE	04/19/2022
PROJECT NO.	149867000

CDD REUSE SYSTEM

DESIGN ENGINEER:	
FLORIDA P.E. LICENSE NO.:	

SHEET NO.:	
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EXHIBIT 8

DDD PROJECT RELATED EARTHWORK					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$25,000.00	\$25,000.00
2	Silt Fence	3,300	LF	\$3.00	\$9,900.00
3	Site Clearing	8.75	AC	\$5,000.00	\$43,750.00
4	Stripping	4,750	CY	\$3.50	\$16,625.00
5	Pond Excavation (Cut)	2,900	CY	\$3.30	\$9,570.00
6	Import Fill	25,500	CY	\$15.50	\$395,250.00
7	Sodding (pond berms, banks, behind curb, open space)	150,000	SF	\$0.40	\$60,000.00
8	Seed and Mulch (disturbed areas that are not sodded)	16,500	SY	\$0.40	\$6,600.00
9	Construction Layout, As-Built and Testing	1	LS	\$10,000.00	\$10,000.00
10	Dewatering	1	LS	\$35,000.00	\$35,000.00
				Sub-Total	\$611,695.00

ON-SITE ROADWAY PAVING AND IMPROVEMENTS					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	1.5" Asphalt Structural Course	6,960	SY	\$15.50	\$107,880.00
2	8" Compacted Crushed Concrete Base Course	6,960	SY	\$16.50	\$114,840.00
3	12" Stabilized Subgrade	6,960	SY	\$6.50	\$45,240.00
4	Pavement Markings and Signage	1	LS	\$8,000.00	\$8,000.00
5	Curb and Gutter	3,550	LF	\$17.00	\$60,350.00
6	Sidewalk	30,000	SF	\$4.75	\$142,500.00
				Sub-Total	\$478,810.00

DRAINAGE					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Storm Drain Collection Per LF of System	2,100	LF	\$170.00	\$357,000.00
2	Pond Outfall Structures	2	EA	\$8,500.00	\$17,000.00
				Sub-Total	\$374,000.00

WATER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Potable Water per LF of System	1,650	LF	\$85.00	\$140,250.00
				Sub-Total	\$140,250.00

RECLAIMED WATER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Reuse Water per LF of System	1,650	LF	\$75.00	\$123,750.00
				Sub-Total	\$123,750.00

SANITARY					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Sanitary Sewer per LF of System	1,850	LF	\$95.00	\$175,750.00
				Sub-Total	\$175,750.00

LANDSCAPE AND HARDSCAPE FEATURES IN COMMON AREAS					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Landscaping, Irrigation & Hardscape in Common Areas	1	LS	\$50,000.00	\$50,000.00
				Sub-Total	\$50,000.00

WETLAND MITIGATION					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Wetland Mitigation	1	LS	\$10,000.00	\$10,000.00
				Sub-Total	\$10,000.00

GRAND TOTAL					\$1,964,255.00
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EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS

EXPANSION OF RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (SERC) supports the petition to expand the boundary of Rivington Community Development District (“District”). The expansion will add approximately 9.85 +/- acres of land, which will result in the expanded District being 335.78 +/- acres. The District will provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes (“F.S.”), as follows:

“That the process of expanding such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant.” The same is true for this expansion. The remainder of this SERC will address the totality of the land within the District, presuming the expansion is approved.

1.2 Overview of the Expanded District

The expanded District would provide community infrastructure, services, and facilities, along with their operations and maintenance, to the expansion area, located in the City of DeBary (“City”), Volusia County (“County”), Florida. The expanded District will encompass 335.78 +/- acres to be used exclusively for residential development. Table 1 below summarizes the residential land use plan for the expansion area.

Table 1. Residential Development Planned for Rivington Community Development District

<u>Category</u>	<u>Quantity</u>
Townhome	80

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2022) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within five years after the implementation of the rule;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within five years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within five years after the implementation of the rule.
- (b) A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
 - (c) A good-faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
 - (d) A good-faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
 - (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.
 - (f) Any additional information that the agency determines may be useful.
 - (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding \$1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community

development districts, as well as the existing Rivington Community Development District, is that the expansion of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The expansion of the District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the development of the land within the District. The expansion areas are planned to include up to 80 new residences. The residents of the District will purchase goods and services. This new demand created by the District's residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the expansion area property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the expansion areas. The infrastructure improvements to be funded by the District would be required to support development of the planned 80 residences, regardless of the District's existence. Community development districts, such as Rivington Community Development District, can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the new planned development will not be increased due to the expansion of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the expansion area plans to develop up to 80 dwelling units. Expansion of the District would put all these residents under the jurisdiction of the District. Before the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.

4.1 Impact on State and Local Costs

State Government Entities

There will be virtually no costs to various Florida ("State") governmental entities due to the fact that the District already exists, and the expansion will have no effect on various Florida governmental entities. The City of DeBary was the establishing entity for this District; therefore, the City is also the reviewing agency for this petition for the expansion

pursuant to Section 190.046(1)(b), F.S. The State will incur no costs in reviewing the petition to expand the District, and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the expansion of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be the same since the District already exists. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

City of DeBary

City staff will process, analyze, and conduct public hearing(s) on the petition to expand the District. These activities will utilize the time of the staff and City Commissioners. However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to expand the District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City, which already exists because the District has already been established.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any other unit of local government. By State law, the debts of the District are strictly its own responsibility. In terms of the expansion areas and any future debt of the District for said areas, only the benefited properties within the expansion areas will repay the debt, and existing property owners within the District will not be subject to said debt in any way.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the expanded District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance the community’s roadways, along with offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

<u>Improvement/Facility</u>	<u>Funded by</u>	<u>Ownership</u>	<u>Maintenance</u>
Roads and Storm Drainage (Onsite)	CDD	CDD/City	CDD/City
Roads and Storm Drainage (Offsite)	City/County/CDD	City/County	City/County
Ponds	CDD	CDD	CDD
Utilities Water	CDD	County	County
Utilities Sewer	CDD	County	County
Utilities Reclaimed	CDD	County	County
Mitigation	CDD	CDD	CDD
Site Landscaping	CDD	CDD	CDD
Entry Features	CDD	CDD	CDD
Amenity Centers	CDD	CDD	CDD
Parks and Greens	CDD	CDD	CDD
Trails	CDD	CDD/City	CDD/City

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately \$1,964,255. To fund these improvements, the District may issue special assessment or other revenue bonds. These bonds would be repaid through non-ad valorem assessments levied on all properties located within the expansion area only of the District that benefit from these improvements.

Prospective future landowners in the expansion areas of the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Table 3. Summary of Estimated Capital Costs

<u>Improvements</u>	<u>Estimated Costs</u>
CDD Project Related Earthwork	\$611,695
On-Site Roadway Paving and Improvements	\$478,810
Utilities Drainage	\$374,000
Utilities Water	\$140,250
Utilities Reclaimed	\$123,750
Sanitary	\$175,750
Landscape and Hardscape Features in Common Areas	\$50,000
Wetland Mitigation	<u>\$10,000</u>
Total Estimated Cost	\$1,964,255

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated here. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special district), or through developer-bank loans.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of expanding the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of DeBary has a population greater than the number required to be classified as a “small city.” As noted above, there will be no adverse impact on the City due to the expansion of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help make this property developable. Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer’s engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether or not the expansion of the District is the best alternative to provide community facilities and services to the added property. As an alternative to the District, the City could approve a dependent special district for the area, such as a municipal service benefit unit (MSBU) or a special taxing district pursuant to Chapter 189, F.S., or create a new CDD. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District. However, since the District already exists, these alternatives would add additional administrative costs that are not necessarily beneficial.

Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations. Third, any debt of a District is strictly the District’s responsibility. As stated earlier, any debt incurred by the District on behalf

of the expansion area will only affect the properties located in the expansion area, and none of the District's property owners will be responsible in any way for the expansion area debt. While it may be technically true that the debt of a City-established dependent special district is not strictly the City's responsibility, any financial problems that the dependent special district may have will inevitably entangle the City. This will not be the case if the District is expanded as proposed.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking, especially in light of the fact that the District already exists.

With a District, residents (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to resident needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.08(2)	Initial report within one year of establishment, updates every seven years, annual notice of any changes
Public Meetings Schedule	189.015	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing



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

<p>Subject: Order of Condemnation for 3 Amigos Road</p> <p>From: Steven Bapp, Growth Management Director</p> <p>Meeting Hearing Date December 7, 2022</p>	<p>Attachments:</p> <p><input type="checkbox"/> Ordinance</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Supporting Documents/Contracts</p> <p><input type="checkbox"/> Other</p>
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REQUEST

Staff is requesting City Council approve the Order of Condemnation for 3 Amigos Road, DeBary, FL. (Quasi-Judicial)

PURPOSE

To condemn the single family home located at 3 Amigos Road, property is uninhabitable and a public safety risk.

CONSIDERATIONS

- The property owner is Bryce Beoir Est, 3 Amigos Road, DeBary, Fl. 32713. The Building Official, Fire Marshall and Code Official found the structure to be dilapidated, unsanitary, uninhabitable and in unsafe condition. The property consists of a single family home with a detached garage.
- There are two separate Order of Condemnation documents which are dependent upon City Council decision.
 - Exhibit A: This Order of Condemnation will be used if the Council orders condemnation of the property and immediate demolition.
 - Exhibit B: This Order of Condemnation will be used if the Council orders condemnation of the property but allows additional time to rectify the single family home.

FINDINGS OF FACT

Special Assessment Lien

09/23/2020 \$240.00

6/14/2020	Property Owner deceased.
02/5/2021	Notice of Lis Pendens filed in Volusia County.
09/01/2021	Received multiple complaints from neighboring property owners in regards to noise, smells and activity.
10/27/2021	Made contact with Padgett Law Group who responded that their client was gun shy to respond to issues at property until foreclosure was completed.
11/2/2021	Received additional complaints on property from Glen Abbey Residents.
2/7/2022	Contacted by Fire Marshall in response to water being stolen from Fire Hydrant next to property.
3/14/2022	Contacted Duke Energy to confirm no active power at house and was informed that the meter was pulled from the property in February due to theft of power.
7/18/2022	Asked for assistance from Volusia County Sheriffs Office to ongoing complaints.
10/12/2022	Property was raided by drug task force from several operations, City Manager, Code and Building Official were called to assist at property.
10/12/2022	Posted property with uninhabitable Structure and public works boarded and placed security fence and barriers around right of way of property.
10/13/2022	Property was posted with Condemnation Hearing notice, sent certified mail to property owner, mortgage company, attorney for mortgage company and Volusia County Judge hearing foreclosure case. All letters were signed for except deceased property owner.
10/20/2022	Published Hearing Notice in the Orlando Sentinel to run 11/7/2022 thru 11/11/2022 and again on 11/14/2022 thru 11/18/2022.
10/31/2022	Structure was broken into and the city public works department had to re-board the structure.
11/1/2022	Received complaints that vehicles on property were being slept in at night and more items were being stored in rear yard.
11/3/2022	City obtained a roll off container from Wastepro and the entire property was cleaned of debris and two vehicles were towed from the property.
11/8/2022	Guardian property management company arrived to mow and clean the property for the bank. Code Official told them to not enter the property due to safety issues. Reached out to Guardian with no response.
11/15/2022	City crew was called back to property to re-secure rear of structure after Volusia County Deputies responded to a call and another arrest was made.

COST/FUNDING

Demolition of the structure would be paid from General Fund Reserves and a lien would be placed upon the property for all cost involved.

RECOMMENDATION

Staff recommends that the City Council approve the Order of Condemnation and demolish the structure immediately (Exhibit A) and authorize the City Manager to expend the necessary funds to execute this order.

IMPLEMENTATION

Demolition company would be hired pursuant to the City's Purchasing Policy and Procedures. Upon sale of the property, lien amount will be collected and returned to General Fund Reserves.

ATTACHMENTS

- Exhibit A (Order of Condemnation proceeding to demolition)
- Exhibit B (Order of Condemnation allowing time to rectify)
- Exhibit C (Condemnation Sign Off Sheet)
- Exhibit D (Volusia County Sheriff Statement)
- Exhibit E (Photos of the Property)

EXHIBIT

"A"

CITY OF DEBARY, a municipal corporation,

Petitioner

vs.

BEOIR BRYCE EST

Respondent.

ORDER OF CONDEMNATION

THIS CAUSE came before the City of DeBary City Council on the 7th day of December 2022, for a public hearing after due notice to Respondent, at which time the City Council heard testimony under oath and took evidence at a City Council hearing pursuant to § 30-226, City of DeBary Code of Ordinances and made Findings of Fact and Conclusions of Law and thereupon issued this Order of Condemnation against the Respondent and the Property.

FINDINGS OF FACT

1. Pursuant to the Volusia County Tax Collector’s and Property Appraiser’s information, Beoir Bryce Est a/k/a Estate of Beoir Bryce (“Respondent”) is the owner of that certain parcel of real property (“Property”) located at 3 Amigos Road, DeBary, Florida 32713 with tax parcel identification number 8034-21-07-0010, and legally described as follows:

Lots 1 and 2, Block 7, Plantation Estates, Unit No.11, according to the Plat in Map Book 23, Page 6, Public Records of Volusia County, Florida.

2. The Property is a residential single-family lot upon which is situated a residential dwelling and a detached, unfinished garage.

3. The structures have been severely damaged by transients inhabiting the structure, who have damaged the foundation, roof systems, foundation, and electrical, plumbing, and mechanical systems beyond a reasonably repairable state. Such transients have also removed load bearing structural walls within the residential dwelling beyond reasonable repair. As a result of the foregoing, the structures have become dangerous to life, safety, or the general health and welfare of people within or nearby the structure.

4. The structure upon the Property is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy or is likely to cause sickness or disease so as to injure the health, safety, or general welfare.

5. Aside from those temporary measures taken by the City to secure the property against further trespass (*i.e.*, boarding of openings and placement of temporary fencing), the Property and the structures on the Property were not secured with fencing or any other barrier to prevent children,

vagrants, and any other person from accessing the Property and structure.

6. The structure on the Property is unsafe and utterly fails to provide the amenities essential to decent living and is unfit for human habitation or occupancy. The structure is likely to cause injury to the health, safety and welfare.

7. The structure on the Property is vacant and not sufficiently secured to prevent access to trespassers and vagrants and is untended and unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

8. The structure is vacant and not sufficiently secured to prevent access to children and otherwise constitutes an attractive nuisance.

9. The electrical or mechanical installations or systems within the structure create a hazardous condition contrary to the standards of the building code.

10. The City of DeBary Building Official properly notified and cited the Property and Respondent with having a structure on the Property that constitutes an unsafe or dilapidated structure pursuant to §§ 30-223 through 30-234, City of DeBary Code of Ordinances, and that the Building Official intended to request that the City Council order condemnation of the structure.

11. Neither the Respondent nor any other persons or entities notified of this hearing have brought the Property into compliance as requested by the Building Official notices.

12. _____

13. The structure on the Property is an unsafe or dilapidated structure in violation of §§ 30-224(a) (3), (4), (6), (7), (8) & (9) and 30-224(b), City of DeBary Code of Ordinances.

14. The structure on the Property constitutes a nuisance and must be demolished.

CONCLUSIONS OF LAW

The Respondent and the Property are in violation of §§ 30-224(a) (3), (4), (6), (7), (8) & (9) and 30-224(b), City of DeBary Code of Ordinances.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and by the authority of City of DeBary, **IT IS HEREBY ORDERED** that:

1. The structure on the Property is hereby condemned pursuant to § 30-226, City of DeBary Code of Ordinances.
2. Respondent has been given adequate time to come into compliance with the aforesaid code provisions and has failed to timely remedy the violation. Respondent has not indicated that Respondent intends to correct the violation, nor does Respondent appear to be able or have the wherewithal to correct the violation. Given the foregoing, providing additional time to remedy the violation would be pointless and not in the best interest of the health, safety, and welfare of the public.
3. The Building Official through the City Manager is hereby authorized to cause the demolition of the structure and remove all material and debris from the Property without additional action from the City Council.
4. All expenses incurred by the City of DeBary in prosecuting this case and for taking corrective action to eliminate the violation on the Property (including, without limitation, structure demolition and removal costs) are charged against the Respondent and will constitute a lien against the Property in favor of the City of DeBary pursuant to § 30-231, City of DeBary Code of Ordinances. The City Manager, or his designee is authorized to record a lien in the public records of Volusia County to evidence such debt and lien in favor of the City of DeBary in accordance with §§ 30-231 & 30-232, City of DeBary Code of Ordinances.
5. The City Manager shall cause a certified copy of this Order to be posted at the Property. An affidavit of posting from the Building Official will constitute prima facie evidence of such posting.
6. The City Manager shall cause a certified copy of this Order to be sent to the Respondent by registered or certified mail, return receipt requested, or by hand delivery. Signature of the certificate of service on this Order will constitute prima facie evidence of service of this Order.
7. The City Manager shall cause a certified copy of this Order to be recorded in the Official Records of Volusia County, Florida.

RESOLVED AND ORDERED this _____ day of _____, 20__.

CITY OF DEBARY CITY COUNCIL

By: _____
Karen Chasez, Mayor

Attest: _____
Annette Hatch, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate certified copy of the foregoing Order of Condemnation has been sent to _____, by certified mail, return receipt requested on this _____ day of _____, 2022.

Annette Hatch, City Clerk

EXHIBIT

"B"

CITY OF DEBARY, a municipal corporation,

Petitioner

vs.

BEOIR BRYCE EST

Respondent.

ORDER OF CONDEMNATION

THIS CAUSE came before the City of DeBary City Council on the 7th day of December 2022, for a public hearing after due notice to Respondent, at which time the City Council heard testimony under oath and took evidence at a City Council hearing pursuant to § 30-226, City of DeBary Code of Ordinances and made Findings of Fact and Conclusions of Law and thereupon issued this Order of Condemnation against the Respondent and the Property.

FINDINGS OF FACT

1. Pursuant to the Volusia County Tax Collector’s and Property Appraiser’s information, Beoir Bryce Est a/k/a Estate of Beoir Bryce (“Respondent”) is the owner of that certain parcel of real property (“Property”) located at 3 Amigos Road, DeBary, Florida 32713 with tax parcel identification number 8034-21-07-0010, and legally described as follows:

Lots 1 and 2, Block 7, Plantation Estates, Unit No. 11, according to the Plat in Map Book 23, Page 6, Public Records of Volusia County, Florida.

2. The Property is a residential single-family lot upon which is situated a residential dwelling and a detached, unfinished garage.

3. The structures have been severely damaged by transients inhabiting the structure, who have damaged the foundation, roof systems, foundation, and electrical, plumbing, and mechanical systems beyond a reasonably repairable state. Such transients have also removed load bearing structural walls within the residential dwelling beyond reasonable repair. As a result of the foregoing, the structures have become dangerous to life, safety, or the general health and welfare of people within or nearby the structure.

4. The structure upon the Property is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy or is likely to cause sickness or disease so as to injure the health, safety, or general welfare.

5. Aside from those temporary measures taken by the City to secure the property against further trespass (*i.e.*, boarding of openings and placement of temporary fencing), the Property and the structures on the Property were not secured with fencing or any other barrier to prevent children, vagrants, and any other person from accessing the Property and structure.

6. The structure on the Property is unsafe and utterly fails to provide the amenities essential to decent living and is unfit for human habitation or occupancy. The structure is likely to cause injury to the health, safety and welfare.

7. The structure on the Property is vacant and not sufficiently secured to prevent access to trespassers and vagrants and is untended and unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

8. The structure is vacant and not sufficiently secured to prevent access to children and otherwise constitutes an attractive nuisance.

9. The electrical or mechanical installations or systems within the structure create a hazardous condition contrary to the standards of the building code.

10. The City of DeBary Building Official properly notified and cited the Property and Respondent with having a structure on the Property that constitutes an unsafe or dilapidated structure pursuant to §§ 30-223 through 30-234, City of DeBary Code of Ordinances, and that the Building Official intended to request that the City Council adopt an Order condemning the structure.

11. Neither the Respondent nor any other persons or entities notified of this hearing have brought the Property into compliance as requested by the Building Official notices.

12. _____

13. The structure on the Property is an unsafe or dilapidated structure in violation of §§ 30-224(a) (3), (4), (6), (7), (8) & (9) and 30-224(b), City of DeBary Code of Ordinances.

14. The structure on the Property constitutes a nuisance and must be demolished.

CONCLUSIONS OF LAW

The Respondent and the Property are in violation of §§ 30-224(a) (3), (4), (6), (7), (8) & (9) and 30-224(b), City of DeBary Code of Ordinances.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and by the authority of City of DeBary, **IT IS HEREBY ORDERED** that:

1. The structure on the Property is hereby condemned pursuant to § 30-226, City of DeBary Code of Ordinances.
2. Respondent shall, **on or before** _____, **2022**, complete a building permit application for necessary repairs to the structure on the Property and commence those repairs in good faith, OR demolish and remove the unfinished structure from the Property. If a building permit is obtained, the work necessary to correct the violation must be completed within four (4) months from the issuance of the building permit.
3. Upon aforesaid compliance by Respondent, the Respondent has the responsibility to notify City of DeBary Building Official of such. Thereafter, the Building Official shall perform an inspection and based upon the result of that inspection, Building Official will report to the City Council and City Manager whether the Property is in compliance or not in compliance as the case may be.
4. If the Respondent contests the Building Official's determination that the violation has not been timely corrected, the Respondent must file with the City Clerk a notice of contest to the City Council of the Building Official's determination within five (5) days of the date of the Building Official's determination. Failure to timely file such notice of contest will constitute a waiver of the right to contest the Building Official's determination, and the City will have the right to proceed with demolition of the structure and removal of material and debris. If a timely notice of contest is filed, the City Council will conduct a hearing only on the issue of whether the violation has been timely corrected.
5. If the Respondent fails to timely take the above action, the Building Official through the City Manager is authorized to cause the demolition of the structure and remove all material and debris from the Property without further action by the City Council.
6. All expenses incurred by the City of DeBary in prosecuting this case and for taking corrective action to eliminate the violation on the Property (including, without limitation, structure demolition and removal costs) will be charged against the Respondent and constitute a lien against the Property in favor of the City of DeBary pursuant to § 30-231, City of DeBary Code of Ordinances. The City Manager or his/her designee is authorized to record a lien in the public records of Volusia County to evidence such debt and lien in favor of the City of DeBary in accordance with §§ 30-231 & 30-232 of the City of DeBary Code of Ordinances.
7. A certified copy of this Order will be posted at the Property. An affidavit of posting from the Building Official will constitute prima facie evidence of such posting.
8. A certified copy of this Order will be sent to the Respondent by registered or certified mail, return receipt requested, or by hand delivery. Signature of the certificate of service on this Order will constitute prima facie evidence of service of this Order.
9. A certified copy of this Order will be recorded in the Official Records of Volusia County, Florida.

RESOLVED AND ORDERED this _____ day of _____, 20____.

CITY OF DEBARY CITY COUNCIL

By: _____
Karen Chasez, Mayor

Attest: _____
Annette Hatch, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate certified copy of the foregoing Order of Condemnation has been sent to _____, by certified mail, return receipt requested on this _____ day of _____, 2022.

Annette Hatch, City Clerk

EXHIBIT

"C"

City of DeBary

Condemnation Inspection Checklist

ADDRESS 3 Amigos Road CASE# CE4503

The premises are being condemned due to one or more of the following items:

Structures including carports, garages and utility buildings that are dilapidated, severely damaged by the elements of nature, age, termites, and/or rotten and decayed wood at one or more of the following:

- Foundation/Piers
- Exterior walls
- Chimney/Flues
- Floor framing/Joists
- Doors
- Windows/Screens
- Framing/Partitions
- Roofing/Sheathing
- Steps/Stairs
- Flashing/Rafters
- Water Intrusion/Mold

Electrical system is dilapidated or does not meet the minimum requirements of the housing code and/or National Electrical Code with one or more of the following:

- Electrical Service
- Electrical Panel
- Receptacles/Switches
- Wiring/splices/boxes
- Lights
- Water Intrusion/Mold

Plumbing is dilapidated, deteriorated and/or damaged beyond reasonable repair at one or more of the following:

- Plumbing Fixtures
- Water Heater
- Hot & Cold Distribution System
- Drain Systems/Traps/Sewers

Criminal, Health and Safety due to one or more of the following:

- Criminal Activity
- Transients
- Open to Vandalism
- Fire Hazard
- Sanitary Conditions
- Health Hazard

Reviewed by:

Code Official (initial, date & comments) PW 10/12/22
Unsanitary & Unsafe conditions.

Building Official (initial, date & comments) PW NO POTABLE WATER

Fire Marshall (initial, date & comments) [Signature]

EXHIBIT

"D"

Volusia Sheriff's Office

This week, deputies and detectives executing a narcotics search warrant at 3 Amigos Road, DeBary, discovered 14 individuals living inside a deplorable structure with makeshift electrical lines powered by a generator.

The Sheriff's Office had received numerous complaints and tips about this residence, including from the Mayor and City Manager of DeBary.

We launched an investigation in August. Multiple buys of methamphetamine and heroin occurred at the residence. A search warrant was obtained, and members of VSO SWAT, the West Volusia Narcotics Task Force, the Deltona Narcotics Enforcement Team and Volusia Bureau of Investigation coordinated execution of a search warrant that resulted in 6 arrests. City code enforcement and the building official responded to the scene at the request of the WVNTF. The residence was deemed an uninhabitable structure due to unsafe and unsanitary conditions. DeBary officials barricaded the property and boarded up all the windows and doors.

Items Seized:

Methamphetamine – 3.2 grams

Heroin/Fentanyl – 4.8 grams

Crack Cocaine - .9 grams

Alprazolam – 1.3 grams

Oxycodone - .2 grams

Cannabis – 74.5 grams

\$3,593 US Currency

Arrests:

Thomas Moore W/M 8/5/80

Charges and Bond: Possession of Methamphetamine with intent to sell, Possession of Crack Cocaine with intent to sell, Possession of Sch. IV with intent to sell, Possession of Sch II, Possession of a residence for the sale of a controlled substance, Possession of paraphernalia

Total Bond \$30,500

Tonya Crandall W/F 11/10/80

Charges and Bond: Possession of Cannabis with intent to sell

Total Bond \$5,000

Kimberly Marvin W/F 10/1/93

Charges and Bond: Possession of Heroin, Possession of paraphernalia Open Warrant – FTA - DWLS

Total Bond - \$6,500

Matthew Flynn W/M 4/4/90

Possession of Fentanyl with intent, Possession of Methamphetamine with intent, possession of paraphernalia Open Warrant – VOP – Possession of Heroin

Total Bond - No Bond

Michael Lortos W/M 11/25/79

Open Warrant – VOP – Sale of Fentanyl within 1000 ft

Total Bond - No Bond

Sebastian Chucci W/M 9/30/80

Open Warrant – VOP – DWLS

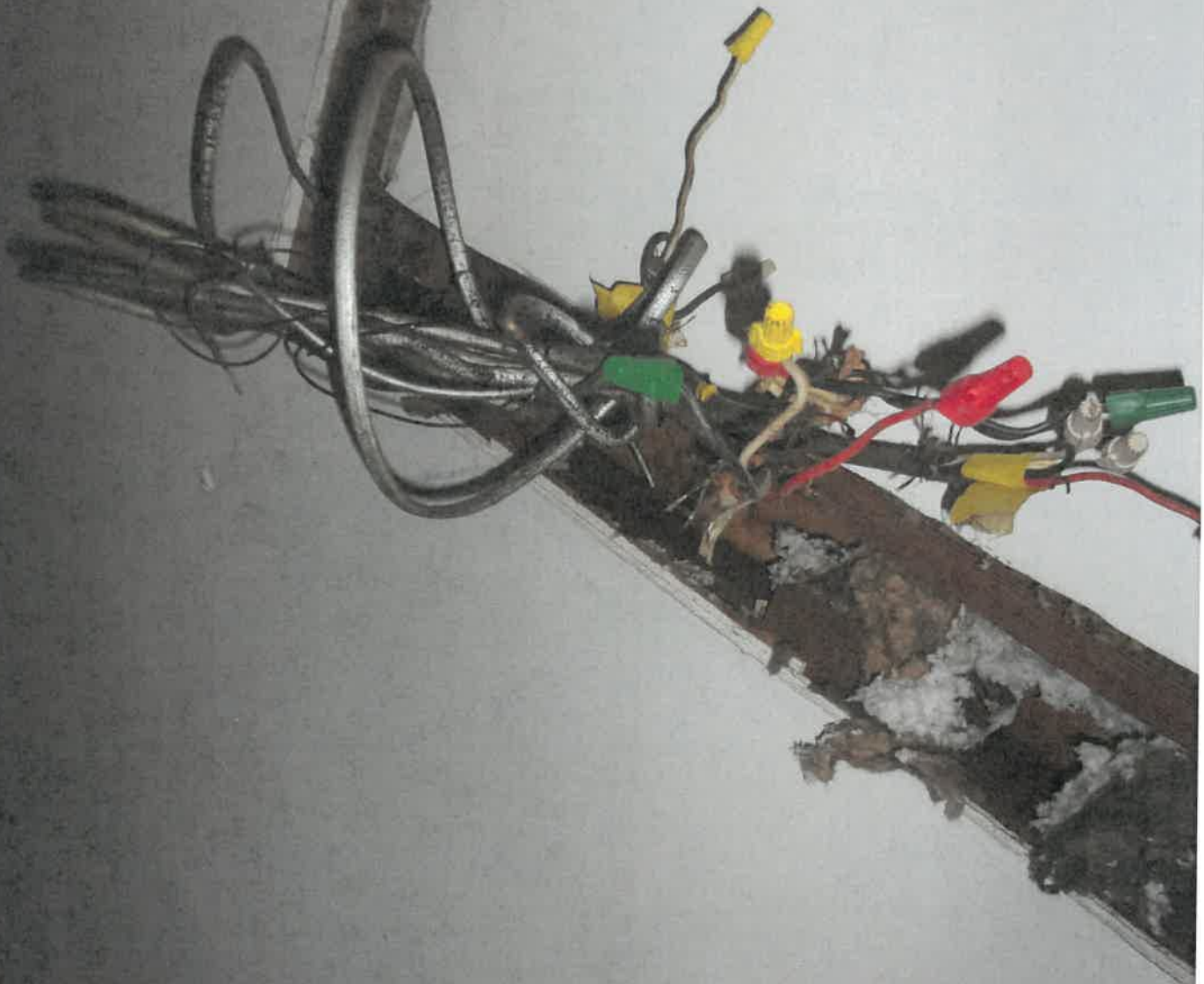
Total Bond - \$5,000

EXHIBIT

"E"



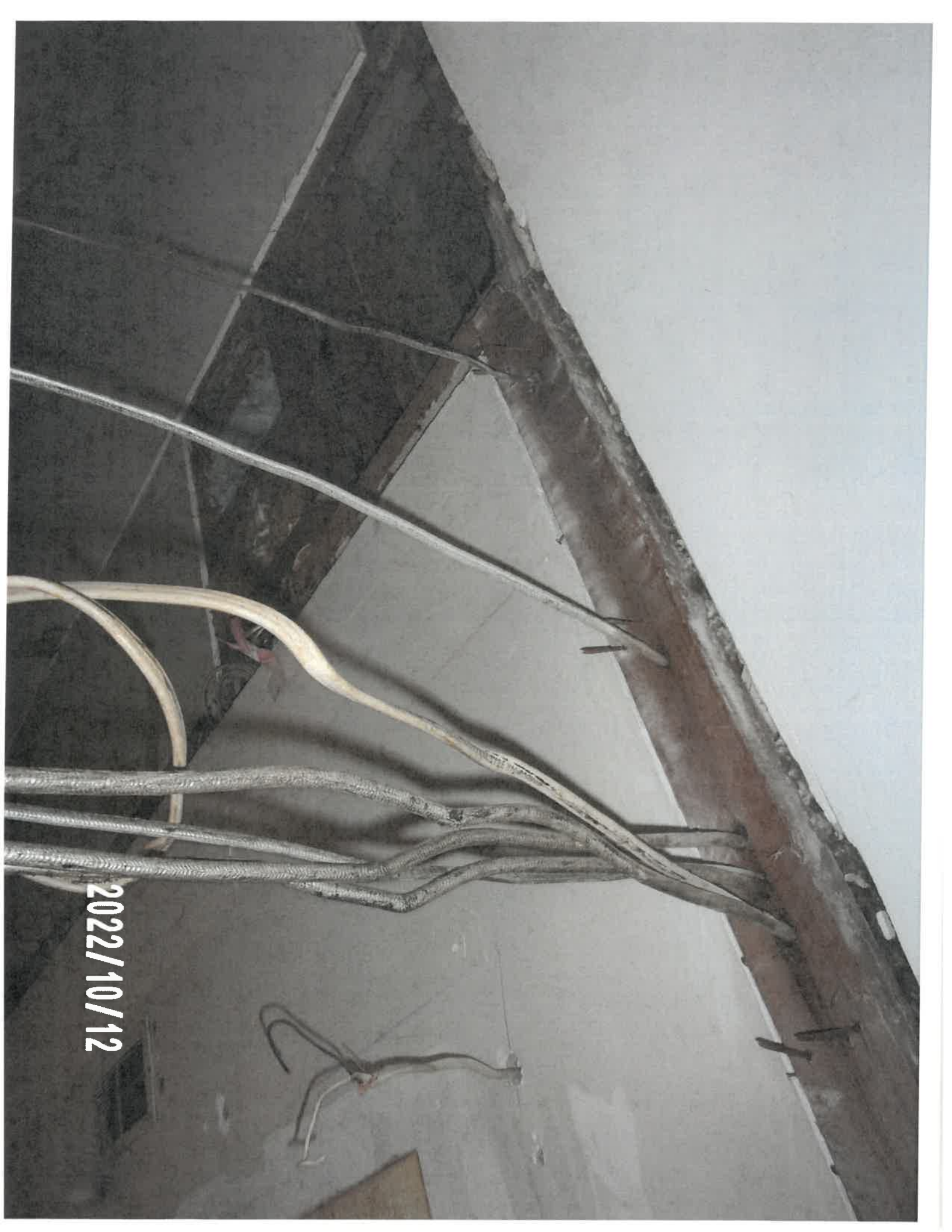
2022/10/12



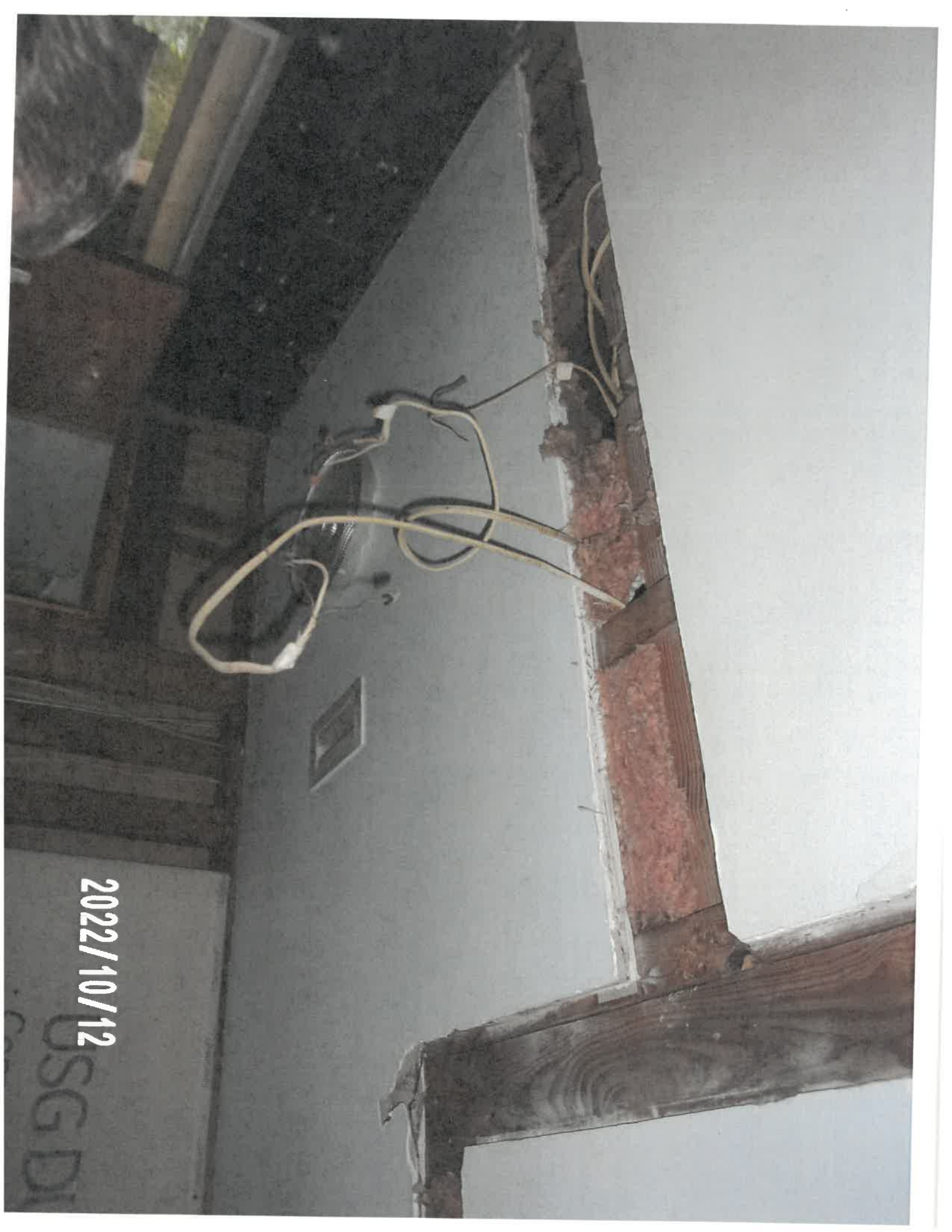
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2022/10/12

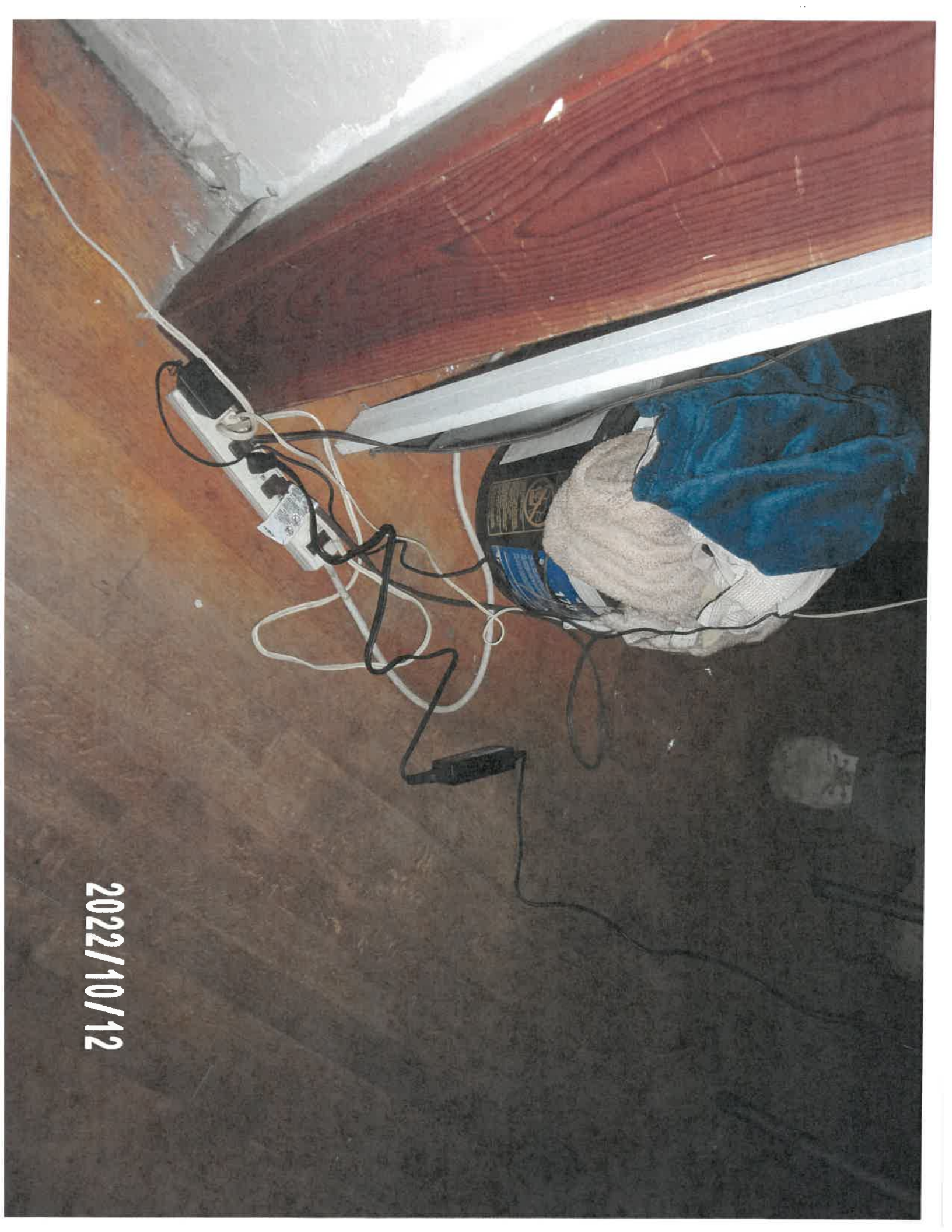


2022/10/12

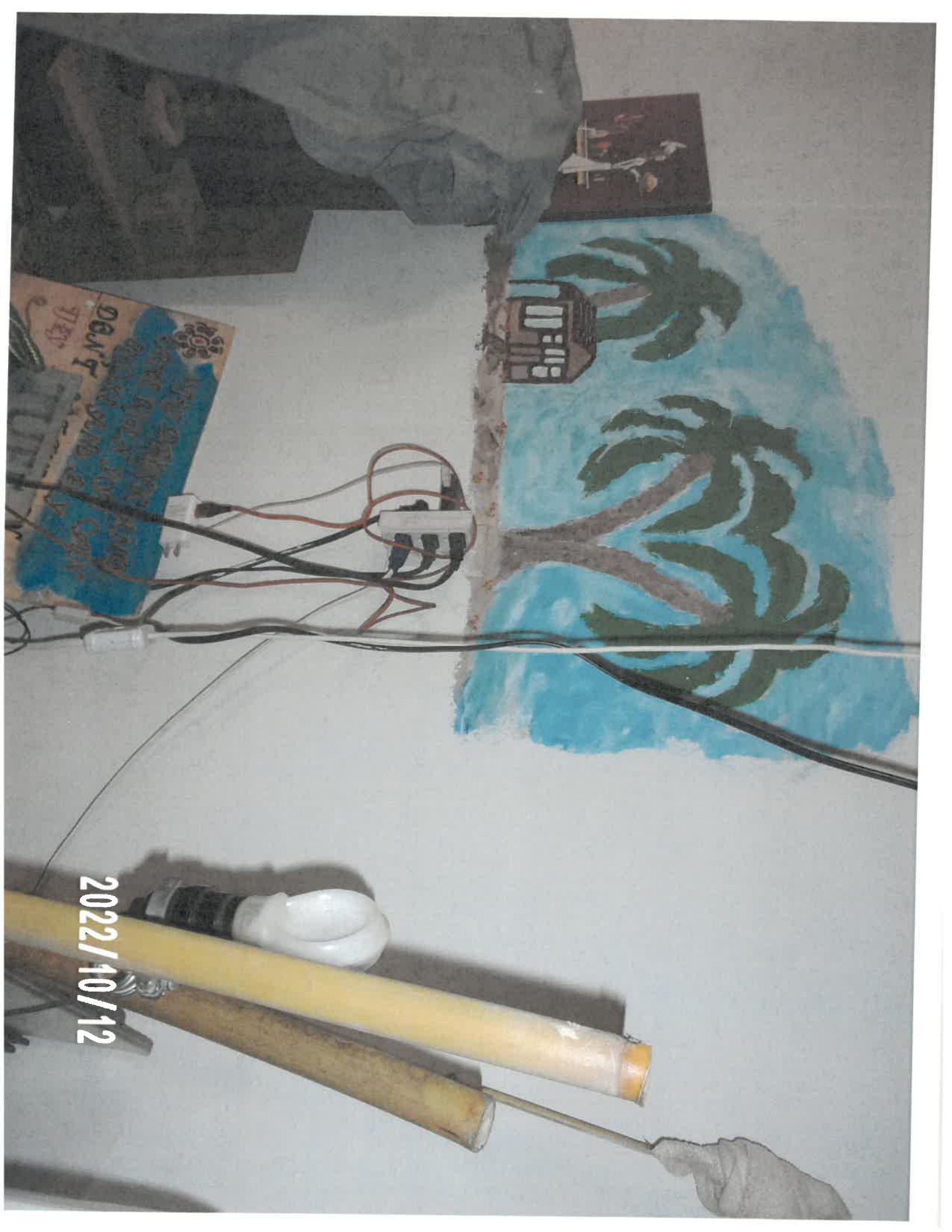


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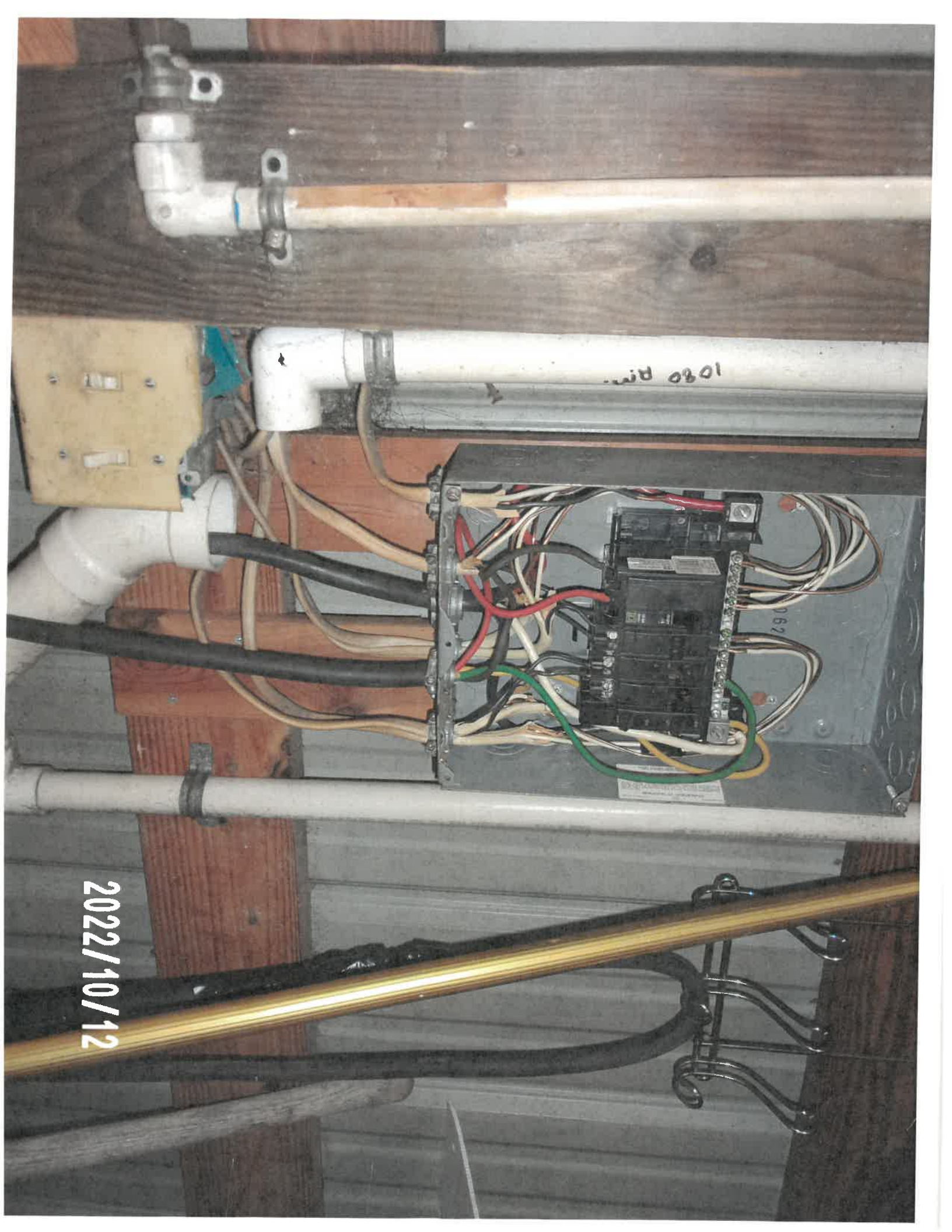
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2022/10/12



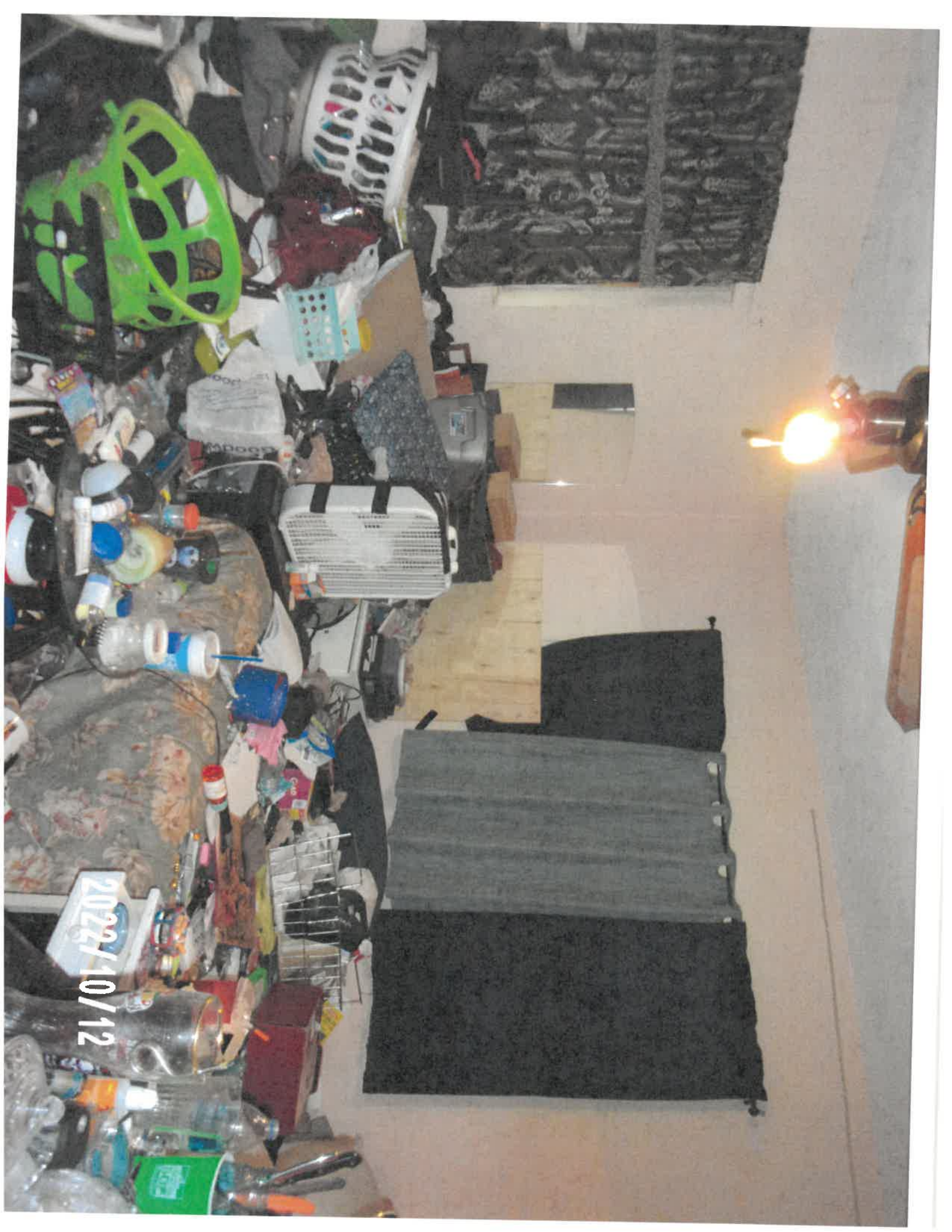
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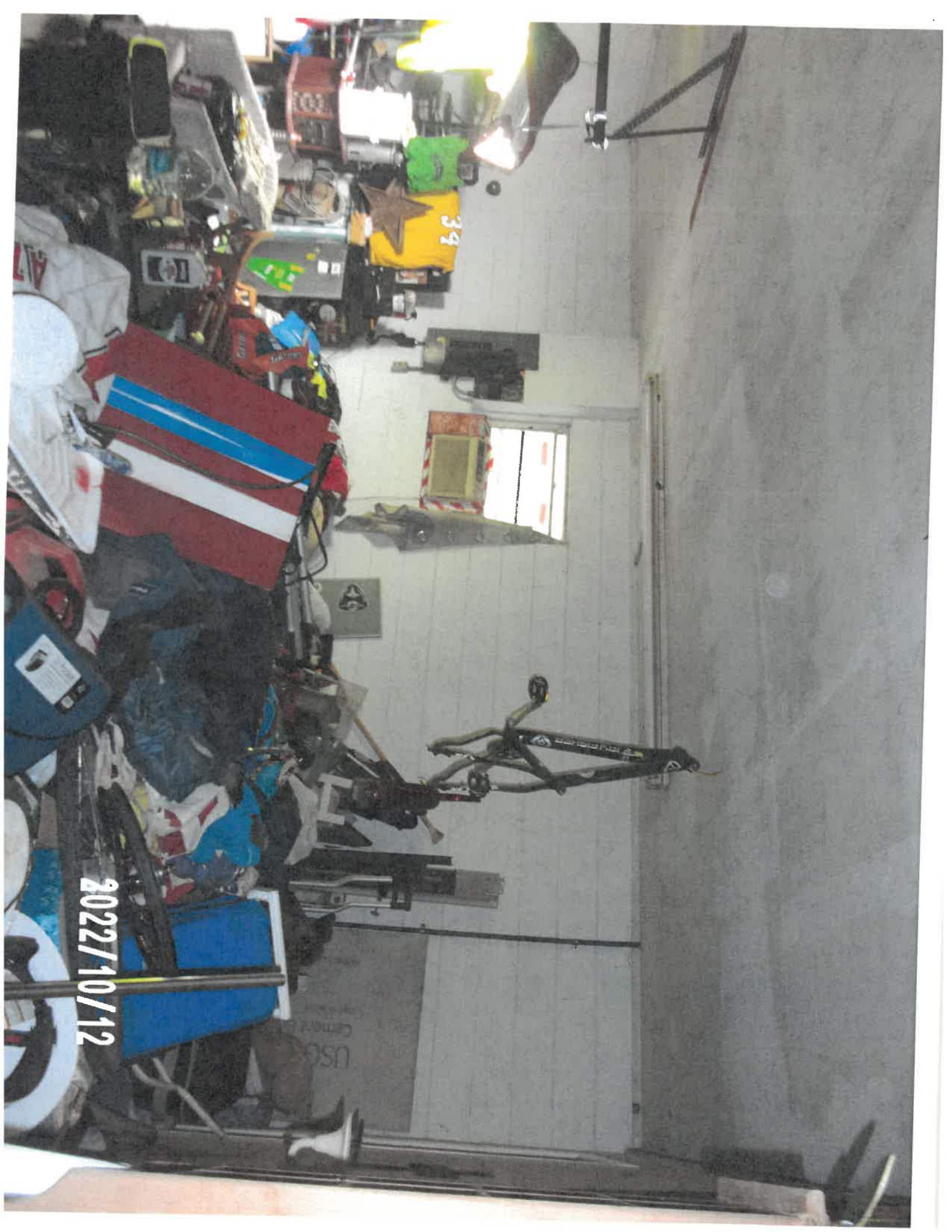
2022/10/12



2022/10/12



2022/10/12



2022/10/12

UROCCK Brand
ement Board with EdgeGuard



UROCCK Brand
ement Board with EdgeGuard

ES/10U AN EDGE US600V/EDGE GUARD

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100% POLYESTER
100% POLYESTER

59 1/4

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100% POLYESTER

100% POLYESTER
100% POLYESTER
100% POLYESTER

US600V/EDGE GUARD

2022/10/12

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Cement Board with EdgeGuard[™]

14/19 8040 INSTRUCTIONS USECOM



5 DUROCK[®] Brand
Cement Board with EdgeGuard[™]



19511
Cement Board



19511
Cement Board

USG D
Cement Board with
EdgeGuard[™]



2022/10/12



2022/10/12