



# City of Deltona

**REGULAR CITY COMMISSION MEETING**  
**MONDAY, NOVEMBER 4, 2013**  
**6:30 P.M.**

*Mayor*  
John Masiarczyk

*Vice Mayor*  
Zenaida Denizac  
*District 1*

*Commissioners:*

Webster Barnaby  
*District 2*

Heidi Herzberg  
*District 3*

Nancy Schleicher  
*District 4*

Fred Lowry  
*District 5*

Chris Nabicht  
*District 6*

*Acting City Manager*  
Dave Denny

**DELTONA COMMISSION CHAMBERS**  
**2345 PROVIDENCE BLVD.**  
**DELTONA, FLORIDA**

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**AGENDA**

1. **CALL TO ORDER:**
2. **ROLL CALL – CITY CLERK:**
3. **INVOCATION AND PLEDGE TO THE FLAG:**
  - A. **Invocation Presented by Commissioner Barnaby.**
4. **APPROVAL OF MINUTES & AGENDA:**
  - A. **Approval of Minutes - Regular City Commission Meeting of October 21, 2013.**
  - B. **Additions or Deletions to Agenda.**
5. **PRESENTATIONS/AWARDS/REPORT:**
  - A. **Presentation - Super Star Student of the Month Certificates for October, 2013.**
  - B.

**Presentation - Quarterly Reports of City Advisory Boards/Committees.**

**6. PUBLIC FORUM - Citizen comments for any items.  
(4 minute maximum length)**

**CONSENT AGENDA:** All items marked with an ✱ will be considered by one motion unless removed from the Consent Agenda by a member of the City Commission.

**7. CONSENT AGENDA:**

- \*A. Request for approval to piggyback Clay County Contract # 08/09-3 to resurface the splash pad at Wes Crile Park.**
- \*B. Request for approval to piggyback U.S. Communities / County of Los Angeles contract with Graybar Electric for electrical supplies.**
- \*C. Request for approval to piggyback the Florida Sheriff's Association Bid #13-21-0904 for the purchase of six trucks.**
- \*D. Request for approval to piggyback the Orange City agreement with Exum Energy for the purchase of fuel.**

**8. ORDINANCES AND PUBLIC HEARINGS:**

- A. Public Hearing - Live Oak Estates Phase II Final Plat Application (FP 13-001) to create Lots 73, 74, and 75.**
- B. Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD (RZ 13-006), at first reading.**
- C. Ordinance No. 16-2013, Amending Section 46-26, Definitions; Amending Section 46-27, Participation – Conditions of Eligibility; Amending Section 46-29, Finances and Fund Management; Amending Section 46-34, Preretirement Death; and Amending Section 46-43, Maximum Pension, at first reading.**
- D. Resolution No. 2013-13, The 2012 Emergency Solutions Grant Award to assist in Homelessness Prevention.**

**9. OLD BUSINESS:**

**10. NEW BUSINESS:**

- A. Consideration of appointment of one (1) member to the Economic Development Advisory Board (Commissioner Nabicht's appointment).**

**B. Consideration and Approval of Vacant Land Contract for Sale of Property located at the corner of Saxon Boulevard and Finland Drive.**

**11. CITY ATTORNEY COMMENTS:**

**12. CITY MANAGER COMMENTS:**

**13. CITY COMMISSION COMMENTS:**

**14. ADJOURNMENT:**

**NOTE:** If any person decides to appeal any decision made by the City Commission 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 (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A  
**SUBJECT:** Invocation Presented by Commissioner Barnaby.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor.
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	N/A - Invocation Only.
<b>POTENTIAL MOTION:</b>	N/A - Invocation Only.
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A  
**SUBJECT:** Approval of Minutes - Regular City Commission Meeting of October 21, 2013.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	N/A
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk's Office
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of October 21, 2013.
<b>POTENTIAL MOTION:</b>	"To approve the minutes of the Regular City Commission Meeting of October 21, 2013."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• 10-21-2013 RCM Minutes</li></ul>

**CITY OF DELTONA, FLORIDA  
REGULAR CITY COMMISSION MEETING  
MONDAY, OCTOBER 21, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, October 21, 2013 at the  
2 City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3  
4 **1. CALL TO ORDER:**

5  
6 The meeting was called to order at 6:30 p.m. by Mayor Masiarczyk.

7  
8 **2. ROLL CALL:**

9			
10	Mayor	John Masiarczyk	Present
11	Vice Mayor	Zenaida Denizac	Present
12	Commissioner	Webster Barnaby	Present
13	Commissioner	Heidi Herzberg	Present
14	Commissioner	Fred Lowry	Present
15	Commissioner	Chris Nabicht	Present
16	Commissioner	Nancy Schleicher	Present
17	Acting City Manager	Dave Denny	Present
18	Assistant City Attorney	Wade Vose	Present
19	City Clerk	Joyce Raftery	Present
20			

21 Also present: Parks and Recreation Director Steve Moore; Public Works/Deltona Water Director  
22 Gerald Chancellor; Planning and Development Services Director Chris Bowley; Economic  
23 Development Manager Jerry Mayes; Building and Enforcement Services Director/Acting Deputy  
24 City Manager Dale Baker; Deputy Fire Chief Robert Rogers; and VCSO Captain Dave Brannon.

25  
26 **3. INVOCATION AND PLEDGE TO THE FLAG:**

27  
28 Invocation Presented by Vice Mayor Denizac.

29  
30 The National Anthem was sung by the singing group Harmony from Deltona.

31  
32 **4. APPROVAL OF MINUTES & AGENDA:**

33  
34 **A. Minutes:**

35  
36 **1. Approval of Minutes – Regular City Commission Meeting of October 7, 2013.**

37  
38 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve the minutes**  
39 **of the Regular City Commission Meeting of October 7, 2013 as amended.**

40  
41 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
42 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
43 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

44  
45 **B. Additions or Deletions to Agenda:**

46  
47 **5. PRESENTATIONS/AWARDS/REPORTS:**

1 **A. Presentation of Certificates of Recognition and Thanks, to the student artists who created**  
 2 **the “Think Before You Throw” posters, to help spread the awareness of keeping Deltona clean.**

3  
 4 The Commission presented Certificates of Recognition and thanked students who created the “Think  
 5 Before You Throw” posters to help spread the awareness of keeping Deltona clean.  
 6

7 **B. Presentation - Quarterly Reports of City Advisory Boards/Committees.**

8  
 9 Written Third Quarter Reports were submitted from the Parks and Recreation Advisory Board and the  
 10 Fire Fighter’s Pension Plan, Board of Trustees.  
 11

12 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

13  
 14 a) Olga Flores, 3430 Monument Drive, stated that when her and her husband returned after being  
 15 gone for a month their August, 2013 water bill was \$499.63 which represented a water use of 62,607  
 16 gallons, that they do not have an irrigation system or any other appliances that consume large amounts  
 17 of water, the meter was tested and found to be acceptable, and she had filed a police report for water  
 18 theft. She asked that the new water meter which was installed while her meter was being tested be left  
 19 in place. She stated it is very difficult to deal with Deltona Water, that she wants her current payment  
 20 plan agreement to stay in effect, she is on a fixed income, and the Acting City Manager told Vice  
 21 Mayor Denizac that she could have a year to pay her bill.  
 22

23 Mr. Denny stated that he has an appointment to meet Mrs. Flores in her home tomorrow at 2:00 p.m. to  
 24 discuss the issue.  
 25

26 Vice Mayor Denizac stated she had a brief conversation with Mr. Denny about Mrs. Flores’s water bill  
 27 and payment plan, she had conveyed to Mrs. Flores that she would be given a year to pay her August  
 28 water bill and that the situation can be fixed if the City allows her a year to pay her August water bill.  
 29

30 **7. CONSENT AGENDA:**

31  
 32 Mayor Masiarczyk read the title of each item on the Consent Agenda.  
 33

34 **Motion by Commissioner Schleicher, seconded by Commissioner Barnaby to approve Consent**  
 35 **Agenda Items 7-A through 7-E.**

36  
 37 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 38 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
 39 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**  
 40

41 **\*A. Request for approval of renewal of Physio-Control, Inc. Technical Service Support**  
 42 **Agreement.**

43  
 44 **Approved by Consent Agenda – to approve entering into an agreement with Physio-Control**  
 45 **for a period from October 1, 2013 through October 30, 2016, if funds are appropriated for**  
 46 **each subsequent fiscal year, for a technical services support agreement for the Life Pak**  
 47 **Cardiac Monitors.**  
 48

1 **\*B. Request for approval to piggyback State of Florida Contract #760-000-10-1 for a Toro**  
 2 **Reelmaster 5510 Mower.**

3  
 4 **Approved by Consent Agenda – to approve the purchase of a Toro Reelmaster 5510 from**  
 5 **Wesco Turf Inc. piggybacking Florida State Contract # 760-000-10-1.**

6  
 7 **\*C. Request for approval to award Bid # PQ 13-18, Magdalena Water Treatment Plant**  
 8 **Odor Control System.**

9  
 10 **Approved by Consent Agenda – to award Bid #PW-13-18 for the Magdalena Water Treatment**  
 11 **Plant Odor Control System Project to Waterline Industries Corp. at a total cost of \$137,677.00.**

12  
 13 **\*D. Request for approval to purchase playground equipment for Manny Rodriguez Park**  
 14 **piggybacking the US Communities Contract #110171.**

15  
 16 **Approved by Consent Agenda – to approve the purchase of playground equipment through**  
 17 **Kompan Inc. piggybacking US Communities Contract #110171 at a total cost of \$54,493.95.**

18  
 19 **\*E. Request for approval to purchase a Clam Body Truck piggybacking NJPA Contract**  
 20 **number 070313-PH.**

21  
 22 **Approved by Consent Agenda – to approve the purchase of a Clam Body Truck from Petersen**  
 23 **Industries, Inc. piggybacking NJPA Contract #070313-PH at a total cost of \$128,992.58.**

24  
 25 **8. ORDINANCES AND PUBLIC HEARINGS:** None.

26  
 27 **9. OLD BUSINESS:** None.

28  
 29 **10. NEW BUSINESS:**

30  
 31 **A. Request for approval of budget amendment to cover the cost of the Emergency**  
 32 **Generator for Fire Station 64.**

33  
 34 **Motion by Commissioner Nabicht, seconded by Commissioner Barnaby to approve a budget**  
 35 **amendment to cover the cost to replace the Emergency Generator at Fire Station 64 at a cost not**  
 36 **to exceed \$30,930.50.**

37  
 38 **Mayor Masiarczyk opened and closed the public hearing as there were no public comments.**

39  
 40 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 41 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
 42 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

43  
 44 **B. Request for approval of budget amendment for Sidewalk Funds.**

45  
 46 **Vice Mayor Denizac suggested that the City hold a public meeting to explain the process for putting**  
 47 **in sidewalks within a three (3) mile radius of elementary schools, and Mayor Masiarczyk suggested**  
 48 **that the information also go in the City's quarterly newsletter to residents.**

1 The Commission discussed the need to keep residents informed on current issues in the City, the  
 2 possibility of having a public meeting, and that each Commissioner should bring one (1) topic for  
 3 discussion.

4  
 5 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

6  
 7 **Motion by Commissioner Schleicher, seconded by Vice Mayor Denizac to approve the budget**  
 8 **amendment in the amount of \$112,319.00 to pay for the difference in the cost of the Acadian**  
 9 **Sidewalk Construction project not covered by the FDOT LAP agreement (\$6,158.00) and the**  
 10 **costs associated with the City wide sidewalks designated within the Sidewalk Prioritization**  
 11 **Plan.**

12  
 13 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 14 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
 15 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

16  
 17 **C. Request to authorize the Acting City Manager to begin negotiations with Capitol**  
 18 **Insight for Government Relations and Lobbying Services and approval of a budget**  
 19 **amendment for \$50,000.**

20  
 21 The Commission discussed that a representative from Capitol Insight, LLC was in attendance at the  
 22 Commission meeting if anyone had any questions, and that the lobbyist firm selected was the third  
 23 presenter from the October 15, 2013 Workshop.

24  
 25 **Motion by Vice Mayor Denizac, seconded by Commissioner Barnaby to authorize a budget**  
 26 **amendment from Fund Balance for \$50,000 and for the Acting City Manager to begin**  
 27 **negotiations with Capitol Insight, LLC and enter into an agreement not to exceed \$50,000, to**  
 28 **include all expenses, upon successful negotiations. If unable to come to an agreement,**  
 29 **negotiations will be terminated and negotiations will take place with Capitol Alliance and**  
 30 **continue until an agreement is reached and award is made.**

31  
 32 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

33  
 34 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 35 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**  
 36 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

37  
 38 **D. Update re: Scrub Jay Mitigation Project.**

39  
 40 Acting City Manager Dave Denny stated that he would discuss the current status of the Scrub Jay  
 41 Mitigation Project and a few issues that have occurred during the process. He stated that the current  
 42 US Fish and Wildlife Service (USFWS) mitigation process requires for every acre a person wants to  
 43 develop, they are required to purchase two (2) acres to be mitigated, the current property purchase  
 44 cost through the USFWS is \$22,000 dollars per acre, the mitigation process survey timeframe is  
 45 between March and October which hinders economic development, and after going through the  
 46 entire process the USFWS can still deny the plan. The City was trying to speed up the process by  
 47 developing a Memorandum of Understanding (MOU) between the City and the USFWS where the  
 48 City would issue the permit and take the Federal process completely out of the equation, the normal

1 mitigation process takes at least two (2) years from submission of the application to plan approval,  
2 which is time and money to developers. He stated that both the USFWS and the Saint Johns River  
3 Water Management District (SJRWMD) were in agreement with the plan, the plan identified the  
4 sending area as Howland Boulevard between Providence Boulevard and Interstate 4 (I4), and the  
5 mitigation plan Scrub Jay receiving area would be the SJRWMD property located south of Lake  
6 Helen Osteen Road and State Road (S.R.) 415, which is already considered conservation land. He  
7 stated part of what the consultant was supposed to do was a feasibility study and an economic impact  
8 study, that if the findings of the studies made sense both to developers and the City that the City  
9 would move forward with an MOU between the City and the USFWS for the City to issue a building  
10 permit and an agreement with the SJRWMD to use their property. The Commission had conducted  
11 two (2) Workshops to discuss the issue and at the Regular City Commission meeting on March 19,  
12 2012 the Commission approved piggybacking the Volusia County Contract with Miller Legg to be  
13 the consultant to conduct the study and along with the agenda item was a proposal from Miller Legg  
14 which included a description of their scope of services dated September 28, 2011 for a cost of  
15 \$48,650 dollars. Two (2) months later on May 25, 2012 a purchase order (PO) was issued to Miller  
16 Legg with a revised scope of services dated May 22, 2012.

17  
18 Mr. Denny stated that after reviewing the two (2) proposals he found several differences between  
19 them, but the proposal attached to the PO had two (2) significant changes to the scope of services.  
20 In Section 1.1 of the first proposal that was approved by the Commission it stated that “the  
21 consultant shall assist the City in preparing a MOU with the USFWS to address Scrub Jays within  
22 the City limits”, and the second proposal which was approved with the PO stated that “the consultant  
23 shall assist the City by preparing a technical memo so the City can use that to work out a deal with  
24 the USFWS to address the Scrub Jays”, which is a significant difference. In the first proposal the  
25 consultant was going to do pretty much everything, but with the second proposal the consultant  
26 would provide a technical memorandum and the City would have to do the rest. The other  
27 difference was with the September 28, 2011 proposal which stated that “the proposal was based on a  
28 phased approach and included a full economic analysis”, and the proposal dated May 22, 2012 stated  
29 that “due to the lack of funds available the Economic Analysis will only be a minimal assessment”.  
30 Mr. Denny stated that he felt those were two (2) big changes, and that the second proposal that was  
31 revised was for a total of \$50,000 dollars, the study is being paid for with \$30,000 dollars from the  
32 City’s General Fund and a \$10,000 dollar payment each from two (2) land owners. He stated legal  
33 has been heavily involved and on Wednesday Mrs. Vose stated she had talked to Miller Legg who  
34 hopes to have an agreement to the City in about two (2) weeks.

35  
36 Mayor Masiarczyk reminded the Commission that because there is litigation involved with the issue  
37 to please be careful when making comments. He stated that he owns some property in that area and  
38 he is aware of the impact that it has on property owners. The City owns 165 acres in that area which  
39 equates to an enormous amount of money and the original intent was to try and develop a program  
40 where the City could identify the number of acres affected and figure in the cost of economic  
41 development for the land owners. He asked Mr. Denny where the mitigation money would go. Mr.  
42 Denny replied that it would cost a property owner \$44,000 dollars for every acre to be developed so  
43 multiply the City’s cost of \$44,000 dollars per acre by 165, and the SJRWMD would get the money  
44 for the mitigation because it is their property, however the City was hoping to negotiate a much  
45 lower price per acre with the SJRWMD which would help the development community.

46  
47 Commissioner Nabicht asked who was in charge of overseeing the Scrub Jay project when the  
48 Commission gave approval for the expenditure, who changed the scope of service after the

1 Commission had approved it, and who signed and approved the PO. Mr. Denny replied that the  
 2 previous City Manager was in charge of overseeing the Scrub Jay project, he has not been able to  
 3 determine who authorized the change to the scope of service, he was waiting on a response from  
 4 Miller Legg on who authorized the change, and that the previous City Manager signed and approved  
 5 the PO.

6  
 7 Vice Mayor Denizac asked who was responsible for revising the second proposal that came with a  
 8 change to the scope of services, and Mr. Denny replied that he does not have that information, but he  
 9 will pass it along to the Commission if and when he gets it. Vice Mayor Denizac again suggested  
 10 that staff provide the Commission with a periodic written update on issues that the Commission has  
 11 provided direction on.

12  
 13 Commissioner Herzberg stated she would wait to make any comments or place blame on anyone  
 14 until after the City receives the report from Miller Legg, she concurs with the Vice Mayor that  
 15 periodic updates do need to be brought forward to the Commission, and she commended Mr. Denny  
 16 on the way he handled the entire situation.

17  
 18 Mr. Denny stated the study was expected to be finished about mid-2014, the study completion was  
 19 not that far behind schedule, but that his concerns are the changes to what the Commission had  
 20 approved and what was ultimately approved and sent to the consultant to follow.

21  
 22 Mayor Masiarczyk emphasized the fact that when the Commission approves a scope of service they  
 23 expect it to be followed, and if it is changed the changes should be brought back to the Commission  
 24 for approval before any POs are issued.

25  
 26 Vice Mayor Denizac stated every time direction is provided to staff that the Commission needs the  
 27 names of the individuals responsible for carrying out the Commission's decisions, the Commission  
 28 is responsible for the residents money that is being spent, the Commission needs to know who is to  
 29 be held accountable, and the further into campaign year 2014 it gets that the more the Commission  
 30 will hear the phrase "accountability".

31  
 32 **11. CITY ATTORNEY COMMENTS:**

33  
 34 Mr. Vose stated that the Charter Review Committee (CRC) met last Thursday, October 17th, the CRC  
 35 has reviewed the Charter line by line, the CRC has been quite diligent in the review of the Charter  
 36 taking into account suggestions provided to the CRC by the Commission, CRC members, and the  
 37 public. The CRC has approved five (5) issues with corresponding ballot question language to be  
 38 provided to the City Manager for Commission consideration which are as follows: clean up and  
 39 remove some of the initial incorporation transitional provisions that have all come to occur; leave in  
 40 some legal provisions that may conceivably affect bonds in the future and matters concerning the Fire  
 41 Department and Fire District; delete the lengthy City and District boundaries descriptions which are not  
 42 legally required to be in the Charter nor is it any longer valid, and that the for record descriptions would  
 43 be kept with the City Clerk's Office; remove the residency requirement for an in-house City Attorney;  
 44 modify the residency requirement for the City Manager from being required to reside in the City limits  
 45 of Deltona to being required to reside in the Volusia County limits; and to eliminate term limits for the  
 46 Mayor and Commission members.

47  
 48 Vice Mayor Denizac asked Mr. Vose where the CRC received their recommendations on what to

1 review in the City's Charter, and Mr. Vose replied the CRC received initial recommendations from  
2 some of the Commission members, the CRC members also came with their own thoughts on needed  
3 changes, and input from the public.

4  
5 **12. ACTING CITY MANAGER COMMENTS:**

6  
7 Mr. Denny reminded the Commission about tomorrow night's Town Hall meeting at 5:30 p.m. on the  
8 Eastern Waste Water Treatment Facility and of the Spooktacular event occurring this Friday and  
9 Saturday night at Dewey O. Boster Sports Complex. He stated that he passed out a letter he received  
10 from the County wanting to know if Deltona was going to participate in the County wide food drive and  
11 he asked for Commission guidance.

12  
13 Commissioner Herzberg stated Deltona did not participate last year, that the food drive competition is  
14 just a way to collect and measure the amount of food collected which can go to residents of Deltona,  
15 and she strongly encourages, and would like to see Deltona be a part of the County's unified collective  
16 food drive effort.

17  
18 Commissioner Schleicher stated as long as the food stays here for Deltona residents she has no problem  
19 with being a part of the County's efforts, but the food having to leave Deltona to be weighed concerned  
20 her.

21  
22 Mayor Masiarczyk stated he would do it in a heartbeat, but he has concerns with the paragraph in the  
23 letter that states the food will be delivered to Second Harvest Food Bank and would charitable  
24 organizations in Deltona receive the donations if they are not associated with the Second Harvest Food  
25 Bank.

26  
27 Commissioner Herzberg replied that paragraph three (3) of the County's letter states that the food can  
28 be distributed to the families in that City and to the social service agency of your choosing. She stated it  
29 seems to her, and others, that Deltona, the largest City in Volusia County does not participate in County  
30 events.

31  
32 Mayor Masiarczyk asked the Acting City Manager to call Volusia County Manager Jim Dinneen and  
33 inquire about who the donations are distributed to and if the food can be donated to Deltona  
34 organizations of the City's choosing.

35  
36 Commissioner Lowry stated his concern is the food going somewhere else other than Deltona churches  
37 and charities just so the City can be in a contest and if he was assured that the food would go to Deltona  
38 charities he would have no problem participating in the County's food drive.

39  
40 Commissioner Herzberg stated she was saddened by the lack of social services in Deltona and she  
41 would meet with any organization that wanted to start a community food bank.

42  
43 Vice Mayor Denizac stated her only concern is that not all of the entities in Deltona receive food from  
44 Second Harvest Food Bank.

45  
46 Commissioner Nabicht stated there are numerous food pantries in Deltona, but there is not a central  
47 point of contact for people to call for assistance, most of the food pantries are faith based, and someone  
48 from the faith based community needs to take the lead and organize a central point of contact. He stated

1 for next year's food drive to think about advertising an admission cost of a free can of food for City  
 2 events such as Spooktacular, Eggstravaganza and those at the Amphitheater, which would give the  
 3 community an opportunity to give back.  
 4

5 **13. CITY COMMISSION COMMENTS:**  
 6

7 a) Commissioner Herzberg stated there is a free food distribution at Dewey O. Boster Park on  
 8 Saturday, October 26, 2013, and Mayor Masiarczyk replied that the truck was supposed to arrive at 9:00  
 9 a.m. and those individuals coming in for free food would enter at the Saxon Blvd. gate and go down to  
 10 the far end of Dewey O. Boster Park and depart through the Section Line Trail gate. Commissioner  
 11 Lowry stated that the hours of operation for the free food distribution are from 9:00 a.m. until Noon.  
 12

13 b) Commissioner Herzberg stated that last Friday she was in Orlando attending the Florida League  
 14 of Cities Legislative Conference and two (2) of the topics discussed during the policy making session  
 15 and as a member of the Economic Growth and Development board were small city Community  
 16 Development Block Grant (CDBG) and the State Housing Initiatives Partnership (SHIP) funding. She  
 17 stated the small city CDBG does not affect Deltona because of the City's size, but that the SHIP Fund  
 18 and the Sadowski Fund for Florida's affordable housing have been rated by the Florida Legislature over  
 19 the last few years and there is a possibility that the City may not have SHIP Funds next year. She stated  
 20 the legislature was considering designating a small portion of the Small Business Association Funds to  
 21 be for small businesses with 12 or less employees which could benefit many of Deltona's small  
 22 businesses.  
 23

24 c) Commissioner Barnaby thanked everyone for their attendance and the residents for contacting  
 25 him concerning their rights. He discussed Deltona writing an ordinance to allow backyard chickens in  
 26 Deltona similar to other cities, he praised residents for not being afraid to address the Commission with  
 27 their concerns, that the Commissioners are the servants of the residents of Deltona, and not losing sight  
 28 of the Commission's charge to defend the Constitution and the City Charter.  
 29

30 d) Commissioner Schleicher stated she would like to recognize Eric Graveling, a Deltona resident  
 31 for winning the Great Floridian Triathlon this past weekend, the paper stated a Deltona Triathlete wins  
 32 first Ultra District Race, and she would like to invite him to a Commission meeting to be recognized.  
 33 She also recognized and thanked Robert "Bob" Wilson who has been active in the community, for  
 34 starting a group called Deltona Humanist which goes in line with Vice Mayor Denizac's "Think Before  
 35 You Throw" campaign, everyone in his group is adopting a street or part of a street, and he is going to  
 36 try and organize a competition with other groups to see which group can adopt more streets to try and  
 37 increase the number of individuals adopting a street in Deltona. She stated Mr. Wilson has a son who  
 38 attends Pine Ridge High School who is a member of the People to People Ambassador Program and she  
 39 asked if Deltona had a scholarship that he could use, she informed Mr. Wilson that Deltona did not have  
 40 a scholarship that supports the People to People Program but that she would mention the program at a  
 41 Commission meeting. She provided a brief history of the People to People Program, what the program  
 42 entails and she asked if there were any people or businesses who would like to support Mr. Wilson's  
 43 son's participation in the program or to support any child's participation in the program to contact her or  
 44 Ms. Eva Terado, a teacher at Pine Ridge High School who coordinates with the program. She stated  
 45 some of the Deltona committees do not meet on a regular basis, she would like the Commission to  
 46 review Deltona's committees and boards at a Workshop, and the Commission needs to start meeting  
 47 with the committees. She stated she is concerned with weekend animal control issues.  
 48

1 e) Commissioner Lowry stated he attended the Osteen Elementary safety walk as part of the  
2 International Walk to School Day event, which was a huge success, he attended the West Volusia  
3 Delegation meeting last week, and he recommended that Deltona have someone there to speak at the  
4 event in the future. He stated he talked with many of Deltona's House and Senate Representatives and  
5 informed them of which lobbyist firm the Commission selected and it was stated that Deltona made a  
6 good choice, he attended the Old Enterprise Festival on Saturday, and he congratulated the members of  
7 the Enterprise Preservation Society for doing a great job with the whole event.

8  
9 f) Vice Mayor Denizac stated the City has no idea how blessed it is, her son is working in a  
10 Missionary in Brazil where the people he is assisting literally live in filth, and even with its current  
11 challenges the City of Deltona is blessed. She stated she was very proud of all the young people who  
12 participated in the "Think Before You Throw" poster contest and she thanked all the children,  
13 administrators and teachers for being a part of the collective effort to clean up the City, and she asked  
14 why the City's Christmas Parade route had changed, and Mr. Denny replied that the route was changed  
15 for several reasons, one of which was traffic issues, the safety concerns of holding the parade on  
16 Providence Boulevard which is too narrow to have emergency response vehicles use when the parade is  
17 going on, and the City had a lot of complaints from residents about how dark it is along Providence  
18 Boulevard from Elkcam Boulevard to City Hall. He stated he worked with the VCSO and the Parade  
19 Committee and the City can use Deltona Boulevard which is a five (5) lane road, the parade can use the  
20 center lane which leaves plenty of room on each side of the parade, there are easy parallel detours in the  
21 area, the parade will end just past the shopping center where there is plenty of parking and there are  
22 businesses along the route for parking.

23  
24 g) Mayor Masiarczyk stated there is never a time that a Commissioner cannot speak at an event; it is  
25 just that a Commission member cannot speak for the entire Commission. He stated the Commission  
26 has selected a lobbyist firm, that Mr. Pepper who is representing the firm is here if anyone has any  
27 questions, and the firm has stated they will have someone here to discuss what it is that the firm needs  
28 from the Commission when the time presents itself, and comments should be withheld during the  
29 contract negotiation process. He stated the Commission has previously discussed an ordinance  
30 regarding chickens in residential areas, there other neighboring cities that have adopted an ordinance  
31 allowing chickens in a residential area, he supports a discussion on the issue at a future Commission  
32 meeting, if a property owner wants to have chickens and can follow whatever guidelines the City has in  
33 the ordinance than the property owner should have that right. He asked not to be flooded with emails  
34 on the issue before the Commission even decides what to do, and he asked if there was a consensus to  
35 move forward on the issue with a fact finding study conducted by staff and then the Commission can  
36 make a choice of what it would like to do.

37  
38 **After discussion, the Commission concurred for staff to collect the information needed for the**  
39 **Commission to discuss whether or not to adopt an ordinance to allow chickens in residential**  
40 **neighborhoods.**

41  
42 Commissioner Herzberg stated she feels when the Commission comes together to discuss the issue that  
43 everyone should bring answers to the table addressing the issue of chickens in residential  
44 neighborhoods.

45  
46 Mayor Masiarczyk replied that there is new legislature addressing groups having a spokesperson to  
47 speak for them at meetings.

1 **14. ADJOURNMENT:**

2

3 There being no further business, the meeting adjourned at 7:58 p.m.

4

5

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\_\_\_\_\_  
**John Masiarczyk Sr., Mayor**

9 **ATTEST:**

10

11

12

13 \_\_\_\_\_  
**Mitch Honaker, Deputy City Clerk**



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - A  
**SUBJECT:** Presentation - Super Star Student of the Month Certificates for October, 2013.

**LOCATION:**

N/A

**BACKGROUND:**

Superstar Student of the Month awards for October, 2013, will be presented to:

1. Deltona Lakes Elementary, Aimee Salvo, 5<sup>th</sup> Grade
2. Discovery Elementary, Alexia Theodore, 4<sup>th</sup> Grade
3. Enterprise Elementary, Omayra Sanchez, 5<sup>th</sup> Grade
4. Friendship Elementary, Jacob Moore, 5<sup>th</sup> Grade
5. Pride Elementary, Kayla Aviles, 5<sup>th</sup> Grade
6. Spirit Elementary, Rafael Betancourt, 4<sup>th</sup> Grade
7. Sunrise Elementary, Molly Asmussen, 4<sup>th</sup> Grade
8. Timbercrest Elementary, Dereck Rosa, 4<sup>th</sup> Grade
9. Deltona Middle, Kelli Fowler, 6<sup>th</sup> Grade
10. Galaxy Middle, Aaliyah Donald, 7<sup>th</sup> Grade
11. Heritage Middle, Elizabeth Teresi, 7<sup>th</sup> Grade
12. Pine Ridge High, Sean Kinser, 11<sup>th</sup> Grade

**ORIGINATING DEPARTMENT:**

Deputy City Manager

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Clerk

**STAFF RECOMMENDATION**

**PRESENTED BY:**

N/A - Presentation Only.

**POTENTIAL  
MOTION:**

N/A - Presentation Only.

**AGENDA ITEM  
APPROVED BY:**

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William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- October Super Star Student Achievements

**Super Star Students Read File – October 2013, presented on November 4, 2013.**

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Emma Field	Deltona Lakes Elementary	Aimee Salvo	5th	<p>Aimee Salvo, a 5<sup>th</sup> grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being a positive, respectful, and responsible young lady who enjoys helping others.</li> <li>• She is a role model student and gets along with everyone.</li> <li>• As a 5<sup>th</sup> grader in the before and after school program, Aimee is always willing and eager to help with the younger students, and does so with kindness, a smile, and a positive attitude.</li> <li>• Aimee loves Art and is often creating something.</li> </ul>
Mrs. Holcomb	Discovery Elementary	Alexia Theodore	4th	<p>Alexia Theodore, a 4<sup>th</sup> grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; her hard work shows through her grades.</li> <li>• She is always smiling with a positive attitude.</li> <li>• Alexia is kindhearted and always sweet to other students.</li> </ul>
Miss Dawson	Enterprise Elementary	Omayra Sanchez	5th	<p>Omayra Sanchez, a 5<sup>th</sup> grade student from Enterprise Elementary, is receiving a Super Star Certificate for being:</p> <ul style="list-style-type: none"> <li>• Helpful to her fellow classmates.</li> <li>• Hard-working student that cares about learning.</li> <li>• Honor roll student.</li> <li>• Omayra is very helpful with any needs her teacher may have.</li> <li>• Safety patrol.</li> </ul>

Jennifer May	Friendship Elementary	Jacob Moore	5th	<p>Jacob Moore, a 5<sup>th</sup> grade student from Friendship Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Community service: Jacob is a peer helper and outstanding citizen.</li> <li>• Scholarship: He has an A average and puts forth his very best efforts at school.</li> <li>• Responsibility: Jacob is caring and offers to help others; he often is chosen to be a peer tutor. He has also been nominated for the school's news crew.</li> </ul>
Mrs. Swindle	Pride Elementary	Kayla Aviles	5th	<p>Kayla Aviles, a 5<sup>th</sup> grade student from Pride Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being caring, trustworthy, kind and patient.</li> <li>• She demonstrates respect and responsibility in her role as safety patrol.</li> <li>• Kayla is helpful both with younger students in the after school program and to teachers needing extra help after school.</li> <li>• She shows a positive attitude in all that she does, including turning in all assignments, class work and assessments on time, as well as always trying her best.</li> </ul>
Ms. Kiser	Spirit Elementary	Rafael Betancourt	4th	<p>Rafael Betancourt, a 4<sup>th</sup> grade student from Spirit Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being a straight A student who goes above and beyond on class work and homework.</li> <li>• He excels in all areas of academics, athletics, and social situations.</li> <li>• He is a friend to all and is always willing to help out his teachers and his classmates.</li> <li>• Rafael is a good role model for other students.</li> </ul>

Mrs. Hernandez	Sunrise Elementary	Molly Asmussen	4th	<p>Molly Asmussen, a 4<sup>th</sup> grade student from Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; she is maintaining straight A's.</li> <li>• She is responsible, as demonstrated in her performance across the subject areas. Molly takes initiative during self-reflections to ask for further clarification to maximize her learning.</li> <li>• Molly helps others in class as a peer tutor, and is always ready to offer assistance in a kind and friendly way.</li> <li>• She is an avid reader and extraordinary writer.</li> </ul>
Mrs. Banta	Timbercrest Elementary	Dereck Rosa	4th	<p>Dereck Rosa, a 4<sup>th</sup> grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Always being a model student with great academic achievement and organizational skills.</li> <li>• Always being a very kind and generous peer. He is an excellent role model.</li> <li>• Dereck is attentive and reliable.</li> </ul>
Mr. Sallade	Deltona Middle	Kelli Fowler	6th	<p>Kelli Fowler, a 6<sup>th</sup> grade student from Deltona Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; 6<sup>th</sup> Grade Advanced Science.</li> <li>• She is responsible, and assists in PLUS class by recording individual responses allowing the teacher to assist small groups.</li> <li>• Kelli is a talented artist, well-liked by her peers; she cares about her peers and always offers encouragement.</li> </ul>

Mrs. Kennedy	Galaxy Middle	Aaliyah Donald	7th	<p>Aaliyah Donald, 7<sup>th</sup> grade student from Galaxy Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Always being willing to help others students.</li> <li>• She works hard to maintain her A-B average. She also turns in homework consistently and works hard at all assignments.</li> <li>• Aaliyah sets a great example for the rest of her peers and is an asset to the school.</li> </ul>
Mrs. Holmes	Heritage Middle	Elizabeth Teresi	7th	<p>Elizabeth Teresi, a 7<sup>th</sup> grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being very well behaved and polite to her classmates and teachers.</li> <li>• She excels academically and is an excellent critical thinker.</li> <li>• She is responsible, and on time and neat with projects, homework and classwork.</li> <li>• Elizabeth is an excellent reader. She reads with feeling and has students involved in the story when she reads.</li> </ul>
Mrs. Grebosz	Pine Ridge High	Sean Kinser	11th	<p>Sean Kinser, a 11<sup>th</sup> grade student from Pine Ridge High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; he maintains over a 4.0 GPA.</li> <li>• He was recently selected as a Tomorrow's Leader.</li> <li>• Sean is a member of Student Government Association and serves as Executive Board Activities Director.</li> <li>• He always goes above and beyond to help everyone in need.</li> </ul>

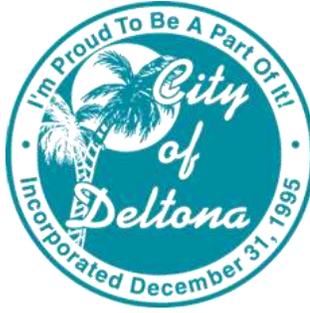


## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - B  
**SUBJECT:** Presentation - Quarterly Reports of City Advisory Boards/Committees.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	Quarterly Reports of City Advisory Boards/Committees: <ul style="list-style-type: none"><li>• Economic Development Advisory Board - Presented by DEDAB Member.</li><li>• Planning and Zoning Board - Written Report Only.</li></ul>
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	N/A Presentation Only.
<b>POTENTIAL MOTION:</b>	N/A Presentation Only.
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• DEDAB &amp; Subcommittee Quarterly Reports</li><li>• P&amp;Z Advisory Board Quarterly Report</li></ul>



## **DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD**

**Q3 2013**

**Quarterly Report to Deltona City Commission**

**November 4, 2013**

**by: Joe Cerrato, DEDAB Chairperson**

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**Educational Campus & Medical Complex Sub-Committee**

**and**

**Commerce Park Research Sub-Committee**



## DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

### Educational Campus & Medical Complex Sub-Committee

#### Quarterly Report to DEDAB, Q3 2013

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#### ASSIGNMENTS / TASKS

This DEDAB Sub-Committee was created on August 15, 2011, and assigned the task of performing the advisory role for (1) an Educational Campus and (2) a Medical Complex in Deltona. The Sub-Committee will continue its Commission-assigned task, and will report quarterly on progress made.

#### GENERAL REPORT

This Sub-Committee meets on the second Friday of each month, in the Second Floor Conference Room at Deltona City Hall. The meetings start at 10:00 A.M. and are scheduled to last one hour. Meetings are open to the public and public participation is encouraged.

This Sub-Committee has been actively recruiting membership due to the recent loss of members.

#### EDUCATIONAL CAMPUS & MEDICAL COMPLEX

The Educational Campus and Medical Complex Sub-Committee is currently conducting two projects, as follows:

1. **Educational Campus:**

**In conjunction with the Medical Facilities Project, determine the most promising way to attract medical and other training facilities and opportunities (medical office administration, nursing assistant, nursing, etc.) to the City of Deltona.**

- The Sub-committee's efforts are focused on a review of the "*Bootstrap Project*". With success of the Bethune-Cookman University East-to-West expansion, the Sub-committee is reviewing the "High School/GED to Initial Certification" level.

2. **Medical Complex:**

**Review of the most practical way to attract more medical practitioners to the City of Deltona.**

- Mr. Ed Noseworthy, President and CEO of Florida Hospital, Fish Memorial, was the speaker for the month of August. It was announced that Florida hospital was planning two expanded medical facilities within Deltona.



## DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

### Commerce Park Research Sub-Committee

### Quarterly Report to DEDAB, Q3 2013

#### ASSIGNMENTS / TASKS

This DEDAB Sub-Committee was created on August 15, 2011, and assigned the task of performing the advisory role for (1) The development of a Micro-Incubator for the City of Deltona and (2) The development an Eco-Tourism based economy in the south side of the City of Deltona, incorporating City, County, and Community partners/stakeholders. The Sub-Committee will continue its Commission-assigned task, and will report quarterly on progress made.

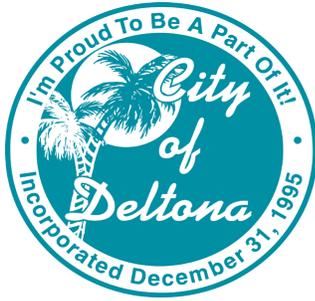
#### GENERAL REPORT

This Sub-Committee meets on the second Friday of each month, in the Second Floor Conference Room at Deltona City Hall. The meetings start at 3:30 P.M. and are scheduled to last one hour. Meetings are open to the public and public participation is encouraged.

#### COMMERCE PARK RESEARCH SUB-COMMITTEE

**Identify and approach, meet and obtain ideas from each area stakeholder and utilize these ideas toward the proposal for a workable “business, industrial, commerce park”.**

- Meetings and/or discussions have taken place between City staff and Duke Energy, Florida Public Utilities, Bright House Communications, and the Volusia County Water and Utility Services Group.
- Meetings and/or discussions have taken place between City staff and the owners of the three properties currently under consideration.
- City staff has provided input to the Sub-committee in regards to the “*utilities discussions*” and the “*ownership discussions*”.
- Per the request of the Sub-committee, City staff has utilized the services of individuals associated with Hudson Logistics, United Parcel Services, and Federal Express to provide a pro bono whitepaper study on the potential “highest and best use of the business, industrial, commerce park”. Recommendation: DISTRIBUTION.
- Project research by the Sub-committee continues as City staff continues working with the property owners, utility providers, and potential developers.



# City of Deltona

## THIRD QUARTER 2013 PLANNING & ZONING (P&Z) BOARD REPORT

### MEETING DATES:

A Planning & Zoning Board (Board) meeting was held on August 21, 2013. There was no meeting in July or September of 2013.

### ITEMS HEARD AT THE PLANNING & ZONING MEETINGS:

COMPREHENSIVE PLAN AMENDMENTS	0
REZONINGS/ORDINANCES/FINAL SITE PLANS	1
VARIANCES	0
DISCUSSIONS/ORIENTATION	1

### REZONINGS/ORDINANCES/FINAL SITE PLANS:

- A. **Ordinance No. 13-2013 (Project No. RZ 13-005), Rezoning for 120 Howland Boulevard for the Bella Vista Business Planned Unit Development Master Development Plan (MDP).**

In May 2013, the City Commission amended the Bella Vista BPUD Development Agreement through a rewrite of the previous Development Agreement approved in 2008. Ordinance No. 10-2013 memorialized the written agreement portion of the Master Development Plan (MDP) and the preliminary plan (graphic) portion of the MDP was outstanding. The Board received a request to update and amend the preliminary plan of the MDP to be consistent with the written agreement portion. The two components complete the MDP.

After discussion about the proposed cross-access easement, access management along Howland Boulevard to adjacent properties, and the establishment of a property owners association for the master development to own and maintain internal roadways, the Board voted 4-1 to recommend that the City Commission adopt Ordinance No. 13-2013.

City of Deltona, Florida  
P&Z 3<sup>rd</sup> Quarter 2013 Report  
October 18, 2013  
Page 2 of 2

**DISCUSSIONS/ORIENTATION:**

**A. By the Board.**

There was discussion of the need to nominate a new Secretary to be added to the next Board meeting agenda to fill a vacancy of that position.

**B. By the City Attorney:**

None.

**C. By Planning & Development Services Staff:**

None.



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager      **AGENDA ITEM:** 7 - A  
**SUBJECT:** Request for approval to piggyback Clay County Contract # 08/09-3 to resurface the splash pad at Wes Crile Park.

**LOCATION:**

Wes Crile Park, 1537 Norbert Terrace, Deltona, FL.

**BACKGROUND:**

The current Splash Pad surface at Wes Crile Park is cracked and the joints are expanding requiring a need to resurface. It is necessary to install a non-pourous aqua flex surface (2,100 square feet), which is composed of one or two sizes of aliphatic polyurethane pebbles (spheres) that are chemically bonded together with a compatible two part aliphatic polyurethane binder specifically formulated to create the bond. The two-part binder provides more control of the curing process as well as a bond strength. This matrix is installed at an average thickness of 3/8" and is UV light stable, chlorine resistant and durable. This installation will enhance safety and reduce risk exposure. The Aqua Flex system meets the ASTM 1028 standard for slip resistance and is endorsed by the Occupational Health and Safety Act. Clay County has a contract with Rep Services Inc., who can provide this service for \$31,363.53.

**ORIGINATING DEPARTMENT:**

Parks Recreation

**SOURCE OF FUNDS:**

Capital Equipment Fund

**COST:**

\$31,363.53

**REVIEWED BY:**

Finance Director, City Attorney, Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Steve Moore, Parks and Recreation Director - Recommendation is being made to Piggyback Clay County Contract # 08/09-3 with Rep Services Inc., to install a new

Splash Pad surface at Wes Crile Park at a total cost of \$31,363.53.

**POTENTIAL  
MOTION:**

"I move to approve Piggybacking Clay County contract # 08/09-3 with Rep Services Inc., to install a new Slash Pad surface at Wes Crile Park at a total cost of \$31,363.53."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Proposal from Rep Services
- Award information for Clay County contract



# REP SERVICES, INC.

Experts at Play & Outdoor Spaces

**Please make POs and contracts out to:**

Rep Services, Inc.  
581 Technology Park, STE 1009  
Lake Mary, FL 32746--7127

**Please mail checks to:**

Rep Services, Inc.  
581 Technology Park, STE 1009  
Lake Mary, FL 32746--7127

<b>Proposed To:</b>	City of Deltona Parks and Recreation Department 2345 Providence Blvd. Deltona, FL 32725	<b>Ship To:</b>	City of Deltona Parks and Recreation Department 1537 Norbert Terrace Deltona, FL 32738	<b>Bill To:</b>	City of Deltona Parks and Recreation Department 2345 Providence Blvd. Deltona, FL 32725
<b>Attn:</b>	Karl Grebosz	<b>Attn:</b>	Karl Grebosz	<b>Attn:</b>	Karl Grebosz
<b>Phone:</b>	386-878-8904	<b>Phone:</b>	386-878-8904	<b>Phone:</b>	386-878-8904
<b>Fax:</b>	386-878-8901	<b>Fax:</b>	386-878-8901	<b>Fax:</b>	386-878-8901
				<b>Terms:</b>	See below

<b>Project No:</b>	8745	<b>Project Name:</b>	Wes Crile Park AquaFlex	<b>Project Contact:</b>	Karl Grebosz
<b>Proposal No:</b>	8745.03	<b>Proposal Name:</b>	Wes Crile Park-Peanut Splash	<b>Project Location:</b>	1537 Norbert Terrace Deltona, FL 32738
<b>Proposal Date:</b>	10/14/2013	<b>Proposal Expires:</b>	12/1/2013		
<b>For Questions Contact:</b>	Pat Beaty	<b>Ph #</b>	407-831-9658 x225	<b>E-Mail:</b>	pat@repservices.com
<b>Sales Consultant:</b>	Nathan Almon	<b>Ph #</b>	407-831-9658 x227	<b>E-Mail:</b>	nalmon@repservices.com
				<b>Option A</b>	<b>Rev: 1</b>
				<b>Input By:</b>	PB - 10/9/2013

<b>Vendor:</b>	Landscape Structures 539378	<b>Proj Drawings:</b>		<b>Ship Method:</b>	Best Way	<b>FOB:</b>	Destination
		<b>Freight:</b>	Prepaid				
<b>Part No</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Wt</b>	<b>Unit Price</b>	<b>Net Price</b>	<b>Ext Price</b>	
Custom or Non-Catalog	1	WES CRILE SPLASH PAD- AF 3/8 2100 sf AquaFlex Non-Porous 3/8" thick; Center Peanut Area Only; Walkway Not Included	0	32,003.60 -2.0%	31,363.53	31,363.53	
<b>Total Product:</b>			0			\$31,363.53	

**Discount per the Clay County Contract #08/09-3: \$640.07**

Freight Charge: Included  
**Landscape Structures Total:** \$31,363.53

**General Terms of Sale and Proposal Summary**

Government: Net 30, Resellers: Payment with Order  
With Credit Approval: 50% down, Net 30  
All Others: \*50% down, Balance Prior to Shipment  
\*Note: Orders less than \$5,000 require check with order

**Product:** \$31,363.53  
**Proposal Total:** \$31,363.53

**Notes**

Clay County Contract #08/09-3 discounts and installation: Landscape Structures 2% discount; installation 40% of list price (Installation does not include site prep, slabs or engineered footings).

Price quoted includes all materials, shipping and installation - Any difference in final SF will be reflected in the final price.  
Price does not include Custom Design Work, Prevailing Wage Rates and Field Security if required unless noted above.  
Trash and/or Demolition remains will be bagged and disposed of in a customer supplied dumpster unless otherwise agreed on.  
Department of Health Variance may be required and is the sole responsibility of the Owner or General Contractor.  
Price is not inclusive of on site storage or container fees unless otherwise noted above.  
Sales Tax is included where applicable. The price reflected in this quote is valid for 60 days from date of this quote as noted above.  
All Permits and/or fees are the sole responsibility of the Owner or General Contractor.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:  
City of Deltona

Company Name

Authorized By

Printed Name

Date

581 Technology Park, STE 1009 · Lake Mary, FL 3274  
407.831.9658 (P) · 407.834.5366 (F) · 800.992.5357  
[www.repservices.com](http://www.repservices.com) sales@repservices.com

**Proposal No:** 8745.03

**Project Name:** Wes Crile Park AquaFlex

**Proposal Date:** 10/14/2013

Page 2 of 2

As Its: \_\_\_\_\_  
Title

**NOTICE OF DECISION BY THE BOARD OF COUNTY COMMISSIONERS OF  
CLAY COUNTY, FLORIDA, ON BID NO. 08/09-3  
Various Equipment and Amenities for Parks and Playgrounds**

In accordance with the provisions of Section 120.57 (3), Florida Statutes, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to Bid No.: 08/09-3. Bids were opened on December 2, 2008. On January 13, 2009, the Board during its regular meeting rendered its decision to post the notice of intent and to award the bid to various vendors immediately following the 72-hour posting period provided no protest is filed. Attached hereto is a Bid Recommendation for Bid No. 08/09-3. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Fritz A. Behring  
County Manager

Date of Posting:

\_\_\_\_\_

Date of Removal:

\_\_\_\_\_

Time of Posting:

\_\_\_\_\_

Time of Removal:

\_\_\_\_\_

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

**BID RECOMMENDATION SHEET**  
**December 2, 2008**  
(Please Highlight Bid to Be Recommended)  
**BID #08/09 - 3**

**Various Equipment and Amenities for Parks and Playgrounds**

BIDDERS	BOND	BASE BID
<u>Qitele Playgrounds</u>	<u>N/A</u>	<u>See Attached</u>
<u>Site Creations</u>	<u>N/A</u>	<u>See Attached</u>
<u>Advanced Recreation</u>	<u>N/A</u>	<u>See Attached</u>
<u>Miller Recreation</u>	<u>N/A</u>	<u>See Attached</u>
<u>No Fault Sport Group</u>	<u>N/A</u>	<u>See Attached</u>
<u>M. Gay Constructors</u>	<u>N/A</u>	<u>See Attached</u>
<u>Kids Play Inc</u>	<u>N/A</u>	<u>See Attached</u>
<u>Sports Supply Group</u>	<u>N/A</u>	<u>See Attached</u>
<u>Musco Sports Lighting</u>	<u>N/A</u>	<u>See Attached</u>
<u>RCP Shelters</u>	<u>N/A</u>	<u>See Attached</u>
<u>Bliss Products</u>	<u>N/A</u>	<u>See Attached</u>
<u>Kool Playgrounds</u>	<u>N/A</u>	<u>See Attached</u>
<u>REP Services</u>	<u>N/A</u>	<u>See Attached</u>
<u>Play It Safe</u>	<u>N/A</u>	<u>See Attached</u>
<u>Site Horizons</u>	<u>N/A</u>	<u>See Attached</u>

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>Tom Price</u>	<u>Division Director</u>

**RECOMMENDATION:**

It is staff's recommendation to accept all bids submitted except that of Kids Play Inc.  
as they did not comply with bid instructions. All bids are awarded based upon the %  
discount offered for products and service.

PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES

FOR PARKS AND PLAYGROUNDS

Bid # 08/09-3

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Wabash Valley	Plastisol-Coated Furniture	Site Horizons 407-947-6318	2%	30%	YES	YES
Playpower LT Farmington	Playground Equipment	Site Horizons 407-947-6318	2%	30%	YES	YES
Zeager Wood Carpet Mulch	Wood Playground Surfacing	Site Horizons 407-947-6318	5%	40%	YES	NO
Vitriturf	Cushioned Seamless Flooring	Site Horizons 407-947-6318	5%	30%	YES	NO
PW Athletic Manufacturing Inc	Athletic/Site Furnishings	Site Horizons 407-947-6318	5%	30%	YES	YES
Victor Stanley	Site Furnishings	Site Horizons 407-947-6318	5%	30%	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	8% \$0-\$4,999	23% 0-\$9,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	12% \$5,000-\$9,999	23% 0-\$9,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	15% \$10,000-\$17,999	25% \$10,000-\$24,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	18% \$18,000-\$24,999	25% \$10,000-\$24,999	YES	YES
Miracle Recreation Equipment	Playground Equipment	Miller Recreation 941-792-4580	20% \$25,000-above	26% \$25,000-above	YES	YES
Litchfield Landscape Elements	Shelters/Pavilions	Miller Recreation 941-792-4580	8%	N/A	YES	YES
Fibar Systems	Playground Surfacing	Miller Recreation 941-792-4580	10%	N/A	YES	NO
Kencoat	Site Amenities	Miller Recreation 941-792-4580	10%	N/A	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Foresite Designs	Plastic Wooden Benches	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Xccent Play	Playground Equip. and Site Amenities	Miller Recreation 941-792-4580	8%	25%	YES	YES
Forever Lawn	No Catalog Provided	Miller Recreation 941-792-4580	5%	26%	NO	NO
Shade Systems Inc.	Portable/Canvas Shade Systems	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Bison Sports Group	Miscellaneous Sports Equipment	Miller Recreation 941-792-4580	5%	N/A	YES	NO
Union Land Inc.	Playground Equipment	Play It Safe Inc 877-748-9444	8%	30%	YES	YES
Webcoat	Site Amenities	Play It Safe Inc 877-748-9444	6%	34%	YES	YES
Ultra Play Inc.	Site Amenities	Play It Safe Inc 877-748-9444	6%	34%	YES	YES
RCP Shelters	Shelters	Play It Safe Inc 877-748-9444	7%	95%	YES	YES
RCP Shelters	Shelters	RCP Shelters 800-525-0207	15%	N/A/	YES	YES
BSN/Collegiate Pacific	Miscellaneous Sports Equipment	Sports Supply Grp 800-445-9446	10%	Per Job Basis	YES	YES
US Games	Miscellaneous Sports Equipment	Sports Supply Grp 800-445-9446	10%	Per Job Basis	YES	YES
No Fault Sport Group LLC	Playground Surfacing	No Fault Sport Grp 225-215-7760	5%	Included in Price	YES	YES
Qitele Playgrounds LLC	Playground Equipment	Qitele Playgrounds 904-386-4747	10%	35%	YES	YES
Qitele Playgrounds LLC	Playground Equipment	Site Creations 904-386-4747	None	None	YES	YES
Landscape Brands	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Cedar Forest Products	Shelters/Gazebos/Bridges/Buildings	Site Creations 904-386-4747	5%	45-65%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Thomas Steele	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Surface America	UNKNOWN	Site Creations 904-386-4747	5%	30%	NO	NO
Earthscapes	UNKNOWN	Site Creations 904-386-4747	5%	35%	NO	NO
FIDO PARK/LUCKY DOG	UNKNOWN	Site Creations 904-386-4747	5%	30%	NO	NO
SHADE	UNKNOWN	Site Creations 904-386-4747	5%	45%	NO	NO
All Star Bleachers	Bleachers and Grandstands	Site Creations 904-386-4747	5%	30-65%	YES	YES
Patterson Williams	Various Sports/Site Amenities	Site Creations 904-386-4747	5%	30-65%	YES	YES
Raindrop	UNKNOWN	Site Creations 904-386-4747	5%	30-65%	YES	YES
Ultra Coat/Play	Various Site Amenities	Site Creations 904-386-4747	5%	30%	YES	YES
Madrax	Bike Racks	Site Creations 904-386-4747	5%	30%	YES	YES
Kay Park	Miscellaneous Site Amenities	Site Creations 904-386-4747	5%	25-50%	YES	YES
Playground Mulch	Wood Mulch	Site Creations 904-386-4747	5%	\$10.00 per cu. yd. to install	NO	NO
Rubber Mulch	Rubber Mulch	Site Creations 904-386-4747	5%	\$10.00 per cu. yd. to install	NO	NO
Playland	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
Progressive Design Playgrounds	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Tri-Active Fitness	Fitness Equipment	Kool Playgrounds 407-891-8017	5%	30%	YES	YES
Sports Play	Playground Equipment	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
SII Structures	Pavilions and Gazebos	Kool Playgrounds 407-891-8017	5%	75%	YES	NO
Superior Shade	Shade Structures	Kool Playgrounds 407-891-8017	5%	50%	YES	NO
Web Coat	Various Site Amenities	Kool Playgrounds 407-891-8017	5%	35%	YES	YES
Kay Park Recreation	Various Site Amenities	Kool Playgrounds 407-891-8017	10%	35%	YES	YES
Ultra Play	Various Site Amenities	Kool Playgrounds 407-891-8017	10%	35%	YES	NO
Kool Play Surfacing	Playground Surfacing	Kool Playgrounds 407-891-8017	10%	Included	YES	NO
Majestic Mulch	Playground Surfacing	Kool Playgrounds 407-891-8017	5%	Included	YES	NO
Zeager Playground Surfacing	Woodcraft Surfacing	Kool Playgrounds 407-891-8017	5%	Included	YES	NO
Landscape Structures	Playground Equipment	REP Services 407-831-9658	2%	40%	YES	YES
Porter Corp	Pavilion/Gazebo Structures	REP Services 407-831-9658	2%	53%	YES	YES
Shade Systems Inc	Shade Structures	REP Services 407-831-9658	2%	60%	YES	YES
DuMor Site Furnishings	Various Site Amenities	REP Services 407-831-9658	2%	40%	YES	YES
Landscape Brands	Various Site Amenities	REP Services 407-831-9658	2%	40%	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Sofsurfaces	Playground Surfacing	REP Services 407-831-9658	5%	33%	YES	YES
Forever Lawn	Artificial Grass	REP Services 407-831-9658	5%	Included	YES	YES
Robertson Industries	Playground Safety Surfacing	REP Services 407-831-9658	2%	Included	YES	YES
Irvine Wood Recovery	Wood Fiber Surfacing	REP Services 407-831-9658	5%	99%	YES	YES
Zeager	Loose Fill Wood Surfacing	REP Services 407-831-9658	5%	99%	YES	YES
BCI Burke LLC	Playground Equipment	Adv. Recreation 866-957-2355	5%	27%	YES	YES
Rainbow Turf Products	Playground Surfacing	Adv. Recreation 866-957-2355	5%	See Attachment A of proposal	YES	YES
Earthscapes Recycled Equip.	Playground Equipment	Adv. Recreation 866-957-2355	3%	29%	YES	YES
Sunports USA Shades	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Greenfield Sports	UNKNOWN	Adv. Recreation 866-957-2355	2%	Based Per Project	NO	NO
Raindrop Products	Interactive Water Play	Adv. Recreation 866-957-2355	3%	Based Per Project	YES	NO
Shade Systems	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Bison	Miscellaneous Sports Equip.	Adv. Recreation 866-957-2355	3%	35%	YES	NO
Superior Shade	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	NO
SK8 Parks Intl	Skate Boarding Parks	Adv. Recreation 866-957-2355	3%	15%	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Geosculpts Monolithic	UNKNOWN	Adv. Recreation 866-957-2355	3%	26%	NO	NO
Dynamo	UNKNOWN	Adv. Recreation 866-957-2355	5%	35%	NO	NO
Sports Play	Playground Equipment	Adv. Recreation 866-957-2355	3%	31%	YES	NO
Cedar Forest Products	Wooden Pavilions/Structures	Adv. Recreation 866-957-2355	3%	39%	YES	YES
Litchfield Shelters	Pavilions and Structures	Adv. Recreation 866-957-2355	5%	37%	YES	YES
Ball Fabrics	Shade Structures	Adv. Recreation 866-957-2355	5%	35%	YES	YES
Kay Park	Various Park Amenities	Adv. Recreation 866-957-2355	2%	35%	YES	YES
Web Coat Inc.	Tables and Benches	Adv. Recreation 866-957-2355	2%	35%	YES	YES
Ultra Play/Ultra Coat	Various Park Amenities	Adv. Recreation 866-957-2355	2%	35%	YES	NO
RCP Shelters	Pavilions/Shelters	Adv. Recreation 866-957-2355	5%	37%	YES	YES
Soft Play Artificial Turf	Artificial Turf	Adv. Recreation 866-957-2355	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
Park Pets	Structures	Adv. Recreation 866-957-2355	2%	93% (1) 47% (2) 33% (3)	YES	YES
Air Shade America	Shade Structures	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Athletic Connection	Miscellaneous Sports Equipment	Bliss Products 1-800-248-2547	5%	25%	YES	YES
BRP	Park Benches and Amenities	Bliss Products 1-800-248-2547	8%	25%	YES	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Childforms	Small Scale Playground Equip.	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Childsafe	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Childworks	Small Scale Playground Equip.	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Com-Pac Filtration	Water Play Structures	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Dura Net	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Fibar	Wood Surfacing	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO
Forte	Playground Borders	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Gared Sports	Miscellaneous Park Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
G T Grandstands	Bleachers	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Icon Shelters	Pavilions/Shelters	Bliss Products 1-800-248-2547	10%	35%	YES	NO
Jay Hawk Plastics	Miscellaneous Park Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Jay Pro	Miscellaneous Sports Equipment	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
Ken Coat	Plastic Site Amenities	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	NO
KOMPAN	Playground Equipment	Bliss Products 1-800-248-2547	5%	35%	YES	YES
Murdock Fountains	Fountains	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Nova Sports U.S.A	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Outback Shelters	Shelters	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Play & Park Structures	Playground Equipment	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Playsafer	Play Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES
Pro Mats	Play Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Rubber Wholesalers	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Shaw Industries	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Sof Surfaces	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Spiral Court King	Basketball Goals	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Spohn Ranch/Tru Ride Skate Parks	Skate Parks	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Sportsplay	Miscellaneous Playground Equip	Bliss Products 1-800-248-2547	10%	35%	YES	YES
Terra Pad	Playground Surfacing	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Ultra Play/Ultra Coat	Park Furniture	Bliss Products 1-800-248-2547	10%	Priced Per Job	YES	YES
Waterworks	Interactive Water Parks	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	NO
Webcoat	Various Site Amenities	Bliss Products 1-800-248-2547	5%	Priced Per Job	YES	YES

Manufacturer	Product	Distributor	Discount Allowed from MSRP	Installation	Catalog Provided	Current MSRP List Supplied
Wood Mulch Products	Wood Mulch	Bliss Products 1-800-248-2547	10%	Priced Per Job	NO	NO
The Dog Pollution	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Playscape H 2 0	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Nicos Boulders	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Sand Lock Sandbox	UNKNOWN	Bliss Products 1-800-248-2547	5%	Priced Per Job	NO	NO
Musco Sports Lighting	Sports Lighting	M. Gay Const. 904-714-4001	Priced Per Project - Per Sport	Priced Per Project - Per Sport	YES	YES
Musco Sports Lighting	Sports Lighting	Musco Sports 800-756-1205	Priced Per Project - Per Sport	Priced Per Project - Per Sport	YES	YES



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013

**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - B

**SUBJECT:** Request for approval to piggyback U.S. Communities / County of Los Angeles contract with Graybar Electric for electrical supplies.

**LOCATION:**

N/A

**BACKGROUND:**

The County of Los Angeles, California, in cooperation with U.S. Communities, was the lead agency in a cooperative bid for Electrical Supplies and Accessories. The bid was awarded to Graybar Electric Company. U.S. Communities is a nationwide purchasing cooperative designed to be a procurement resource for local and state government agencies. As a registered participant of the program, the City of Deltona has access to all of their contracts. The Deltona Water Department would like to piggyback the contract between the County of Los Angeles and Graybar Electric to take advantage of the buying power through the pricing available on this nationwide contract.

**ORIGINATING DEPARTMENT:**

Public Works/Deltona Water

**SOURCE OF FUNDS:**

Water Utility Fund

**COST:**

\$40,000 annually

**REVIEWED BY:**

Public Works Director, Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Gerald Chancellor, Public Works Director - Staff recommends piggybacking County of Los Angeles contract # MA-IS-1340234-4 with Graybar Electric Company for as needed electrical supplies for an initial period through September 30, 2014 in the amount of \$40,000 with the option of additional renewal periods to follow pending appropriated funding and demand.

**POTENTIAL  
MOTION:**

"I move to approve piggybacking the County of Los Angeles contract # MA-IS-1340234-4 with Graybar Electric Company for as needed electrical supplies for an initial period through September 30, 2014 and renewing annually if funding is appropriated for each renewal period in accordance with the County of Los Angeles contract."

**AGENDA ITEM  
APPROVED BY:**

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William D. Denny, Acting City  
Manager

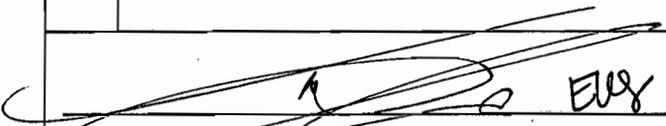
**ATTACHMENTS:**

- County of Los Angeles / U.S. Communities Contract
- Award Notice

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1340234-4	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 453245	
<p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE  INDUSTRY CA 91789</p>		BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov	VENDOR NO: 501079 CONTACT: JEFF PESKUSKI PHONE: 630-640-4905
		FISCAL YEAR: EFFECTIVE DATE: 04/01/13 EXPIRATION 03/31/16	

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

  
 COUNTY OF LOS ANGELES

  
 VENDOR SIGNATURE/DATE

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-1340234-4		VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 453245		
<div style="border: 1px solid black; padding: 10px;"> <p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE</p> <p>INDUSTRY CA 91789</p> </div>		BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov			
		VENDOR NO: 501079 CONTACT: JEFF PESKUSKI PHONE: 630-640-4905			
		FISCAL YEAR: EFFECTIVE DATE: 04/01/13 EXPIRATION 03/31/16			
Electrical Products - US Comm					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %
<hr/> COUNTY OF LOS ANGELES		<hr/> VENDOR SIGNATURE/DATE			

PRICE SHEET		TERM CONTRACT AWARD			
					PAGE
					2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
4	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	4.0000 %
5	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	5.0000 %
6	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	6.0000 %
7	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
					PAGE <b>3</b>
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.5000 %
9	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	8.0000 %
10	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	9.0000 %
11	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	10.0000 %
12	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	12.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
					PAGE
					4
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
13	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	13.0000 %
14	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	15.0000 %
15	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	16.0000 %
16	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	18.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
17	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	19.0000 %
18	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	20.0000 %
19	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	21.0000 %
20	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	22.0000 %
21	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
22	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	24.0000 %
23	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	25.0000 %
24	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	26.0000 %
25	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	27.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
26	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	28.0000 %
27	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	30.0000 %
28	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	31.0000 %
29	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	32.0000 %
30	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	33.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
31	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	34.0000 %
32	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	35.0000 %
33	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	36.0000 %
34	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	37.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
35	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	38.0000 %
36	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	39.0000 %
37	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	40.0000 %
38	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	41.0000 %
39	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	42.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
40	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	43.0000 %
41	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	44.0000 %
42	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	45.0000 %
43	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	46.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
44	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	47.0000 %
45	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	48.0000 %
46	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	49.0000 %
47	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	50.0000 %
48	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	51.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
49	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	52.0000 %
50	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	53.0000 %
51	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	54.0000 %
52	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	55.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
53	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	56.0000 %
54	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	57.0000 %
55	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	58.0000 %
56	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	59.0000 %
57	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	60.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
58	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	61.0000 %
59	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	62.0000 %
60	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	63.0000 %
61	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	64.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
62	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	65.0000 %
63	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	66.0000 %
64	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	67.0000 %
65	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	68.0000 %
66	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	70.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
67	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	71.0000 %
68	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	72.0000 %
69	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	73.0000 %
70	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	74.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
71	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	75.0000 %
72	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	76.0000 %
73	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	80.0000 %
74	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	82.0000 %
75	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	83.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
76	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	84.0000 %
77	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	86.0000 %
78	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	87.0000 %
79	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	88.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
80	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	89.0000 %
81	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	90.0000 %
82	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	91.0000 %
83	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	92.0000 %
84	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING  FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
85	<p>INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED)</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Percent.xls) catalog</p>	0.000		COST-PLUS	26.0000 %
86	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	0.0000 %
87	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	18.0000 %
88	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p>	0.000		COST-PLUS	19.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
89	<p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	21.0000 %
90	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	22.0000 %
91	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
92	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings  FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	26.0000 %
93	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings  FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	30.0000 %

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<p>Terms &amp; Conditions in accordance with RFP-IS-13255001.</p> <p>LOCAL FIXED ASSETS - LA County Only. For all local awards, any single piece of equipment priced at over \$5,000/unit will be excluded from any resulting agreements.</p> <p><b>SUBCONTRACTING</b></p> <p>The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.</p> <p>A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:</p> <ul style="list-style-type: none"> <li>A description of the work to be performed by the Subcontractor;</li> <li>A draft copy of the proposed subcontract; and</li> <li>Other pertinent information and/or certifications requested by the County.</li> </ul> <p>B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.</p> <p>C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.</p> <p>D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.</p> <p>E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.</p> <p>F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.</p> <p>G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.</p> <p>H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.</p> <p>LOCAL SERVICES - LA County Only For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.</p> <p><b>VOLUME INCENTIVES:</b></p> <p>A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars (\$1,000,000), retroactive to dollar one. Paid annually.</p> <p>B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000),</p>		

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<p>retroactive to dollar one. Paid annually.</p> <p>C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars (\$4,000,000), retroactive to dollar one. Paid annually.</p> <p><b>SERVICES:</b> Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.</p> <p><b>ADDITIONAL SERVICES AT NO COST:</b> Services with No Cost include, but are not limited to: Shop Graybar, eBusiness, Graybar Smart Stock, Inventory Management, Graybar Building and Technology Specialists, Contract Compliance, Emergency Service, Emergency Preparedness, Mobility Solutions, Municipal and Cooperative Utility Services</p> <p><b>NON EXCLUSIVITY</b></p> <p>Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.</p> <p><b>NOTICE OF DELAYS</b></p> <p>Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.</p> <p><b>NOTICE OF DISPUTES</b></p> <p>The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.</p> <p>The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.</p> <p><b>CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES</b></p>		

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<p>Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.</p> <p>Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.</p> <p>Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.</p> <p>Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.</p> <p><b>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</b></p> <p>Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.</p> <p><b>TERMINATION FOR CONVENIENCE</b></p> <p>The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.</p> <p>The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.</p> <p>A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:          Stop performance under the Master Agreement on the date and to the extent specified in such notice, and          Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.</p> <p>B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.</p> <p><b>TERMINATION FOR DEFAULT</b></p> <p>The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:</p> <ul style="list-style-type: none"> <li>Supplier has materially breached the Master Agreement; or</li> <li>Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or</li> <li>Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the</li> </ul>		

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<p>Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.</p> <p>A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.</p> <p>B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.</p> <p>C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.</p> <p>C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.</p> <p>D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.</p> <p><b>TERMINATION FOR IMPROPER CONSIDERATION</b></p> <p>The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.</p> <p>A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.</p> <p>B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.</p> <p><b>TERMINATION FOR INSOLVENCY</b></p> <p>The County may terminate the Master Agreement in the event of the occurrence of any of the following:</p> <p>A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts</p>		

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<p>for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;</p> <p>B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.</p> <p>The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.</p> <p><b>TERMINATION FOR NON APPROPRIATION OF FUNDS</b></p> <p>Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.</p> <p><b>VALIDITY</b></p> <p>If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.</p> <p><b>WAIVER</b></p> <p>No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.</p> <p><b>WARRANTY AGAINST CONTINGENT FEES</b></p> <p>The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.</p> <p><b>PARTICIPATING MUNICIPALITIES</b></p> <p>Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.</p> <p>The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as</p>		

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<p>Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.</p> <p>In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.</p> <p><b>PRE-PRINTED TERMS AND CONDITIONS</b></p> <p>Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.</p> <p><b>RESERVATION</b></p> <p>The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.</p> <p><b>RETURN OF GOODS RECEIVED</b></p> <p>In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.</p> <p><b>CANCELLATION</b></p> <p>Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.</p> <p><b>PRICING</b></p> <p>Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.</p> <p><b>PRICE ADJUSTMENTS</b></p> <p>All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during the contract period with 60 day notice.</p> <p><b>MASTER AGREEMENT TERM</b></p> <p>The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.</p> <p><b>SUBSTITUTION</b></p>	

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<p>Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.</p> <p><b>FREIGHT</b>          Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price.</p> <p><b>Amendment #1</b>          Corrected quantity on lines 84 and 85 and changed to zero. Everything else remains the same.</p> <p><b>Amendment #2</b>          Added line 87 to 93 for Wire &amp; Cable and Conduit and Channel fittings cost plus. Everything else remains the same.</p> <p><b>Amendment #3</b>          Changed contact name from Dan to Jeff Peskuski. Everything else remains the same.</p>	

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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <ol style="list-style-type: none"> <li>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</li> <li>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</li> <li>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</li> <li>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</li> </ol>	

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<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> <li>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.</li> <li>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</li> <li>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</li> </ol> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> <li>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</li> </ol>		

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<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p> <p style="text-align: center;"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p> <p style="text-align: center;"><b>ASSIGNMENT BY CONTRACTOR</b></p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>		

## LA County Bid - Notice of Intended Award - Solicitation RFP-IS-13255001

## Basis of Award \*

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsive, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

\*For this solicitation, the awarded vendor was selected based on the total points earned in accordance to the evaluation criteria set forth in RFP-IS-13255001.

This is a Notice of Intent to Award: Solicitation Number: RFP-IS-13255001

Title: Electrical Products – National Program

Total points of awarded vendor: 9,052

Intended Awarded Vendor: GraybaR

County of Los Angeles - Protest Policy

Pursuant to County Purchasing Policy M-1100, A bid protest may be filed by Vendors who submitted a bid response for the intended award information above. Information and procedures for filing a bid protest can be accessed from [http://lacounty.info/doing\\_business/M-1100.pdf](http://lacounty.info/doing_business/M-1100.pdf).

If you have any questions, or wish to file a protest please contact the Buyer: Ted Lo at 323-267-2207; or by email at [ted.lo@isd.lacounty.gov](mailto:ted.lo@isd.lacounty.gov).

Thank You,  
ISD/Purchasing Division

**Ted Lo C.P.M. M.B.A.**  
***Purchasing & Contracts Analyst II***



"Satisfied Customers... Our Number One Goal"

1100 N. Eastern Ave. – Rm. G115  
Los Angeles, CA 90063  
Office: 323-267-2207  
Fax: 323-415-8662  
Email: [ted.lo@isd.lacounty.gov](mailto:ted.lo@isd.lacounty.gov)  
Bid Website: <http://camisvr.co.la.ca.us/lacobids>



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager      **AGENDA ITEM:** 7 - C  
**SUBJECT:** Request for approval to piggyback the Florida Sheriff's Association Bid #13-21-0904 for the purchase of six trucks.

**LOCATION:**

N/A

**BACKGROUND:**

This is a request to piggyback the Florida Sheriff's Association Bid #13-21-0904 for the purchase of six trucks. These are replacement vehicles that were approved in the FY 13/14 budget as the current vehicles being used meet the City of Deltona Vehicle Replacement Guidelines.

The dealerships as listed on the contract for the vehicles that the City is purchasing are as follows:

Don Reid Ford: F150  
Duval Ford: F250's

**ORIGINATING DEPARTMENT:**

Parks Recreation

**SOURCE OF FUNDS:**

Capital Replacement Equipment Fund and the Water Sewer Utility Fund

**COST:**

\$150,662

**REVIEWED BY:**

Finance Director, City Attorney, Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Steve Moore, Parks and Recreation Director and Gerald Chancellor, Public Works Director - Recommendation is being made to piggyback the Florida Sheriff's Association Bid #13-21-0904 for the purchase of six trucks from the dealerships as listed in the bid at a total cost of \$150,662.

**POTENTIAL**

**MOTION:**

"I move to approve piggybacking the Florida Sheriff's Association Bid #13-21-0904 for the purchase of six trucks from the dealerships as listed in the bid at a total cost of \$150,662."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Proposals for trucks

# **BID AWARD ANNOUNCEMENT**

# **13-21-0904**

*Effective Dates:*  
October 1, 2013– September 30, 2014

## **POLICE RATED VEHICLES/ MOTORCYCLES, SEDANS & LIGHT TRUCKS**

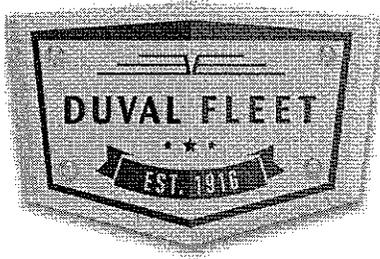
*Participating Sheriffs Offices & Local Governmental  
Agencies of the State of Florida*

*Coordinated By*

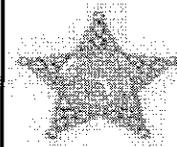
**The  
Florida Sheriffs Association  
& Florida Association of Counties**



# Water Plant Operations

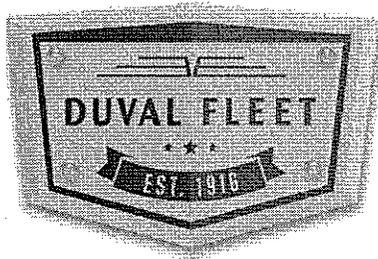


Prepared for:	Prepared by:	10/24/13
Kate Krauss CPPO, CPPB, SPSM Purchasing Manager City of Deltona 2345 Providence Blvd Deltona FL 32725 kkrauss@deltonafl.gov Phone: (386) 878-8570	Duval Ford Fleet Sales Richard Tackett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-343-6266 richard.tackett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	



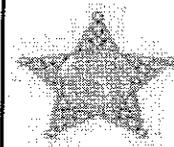
*I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #13.11.0904 / 13.21.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.*

Labor	Code	Equipment	Price
0	SPEC 47	FORD F250 4X2 REG CAB	\$ 17,476.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 229.00
0	X3E	LOCKING DIFFERENTIAL	\$ 389.00
0	16S	FLOOR MATS, DEALER (FACTORY REQUIRES CARPET FLOOR)	\$ 189.00
0	SZG	THIRD KEY	\$ 40.00
0	18B	CAB STEPS	\$ 319.00
0	LSL	LEFT SPOT LIGHT	\$ 495.00
0	85S	SPRAY LINER	\$ 474.00
0	THD	TRAILER TOW PKG	\$ 695.00
0	76C	BACK UP ALARM	\$ 124.00
2.6	WVTX	WHELEN VERTEX CORNER LED'S	\$ 224.00
0	TEMP	TEMPORARY TAG	\$ 6.00
2.6	Tot. Hrs	Optional labor rate for equipment listed above Includes wire, loom, and shop supplies	\$ 299.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>			<b>\$ 20,959.00</b>



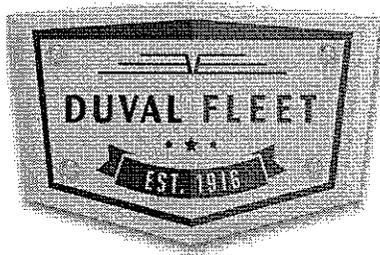
# Water Plant Operations

Prepared for:	Prepared by:	10/24/13
Kate Krauss, CPPO, CPPB, SPSM Purchasing Manager City of Deltona 2345 Providence Blvd Deltona FL 32725 kkrauss@deltonafl.gov Phone: (386) 878-8570	Duval Ford Fleet Sales Richard Tackett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-343-6266 richard.tackett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	



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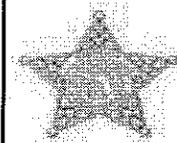
Labor	Code	Equipment	Price
0	SPEC 48	FORD F250 4X4	\$ 20,032.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 229.00
0	X3E	LOCKING DIFFERENTIAL	INCL
0	16S	FLOOR MATS, DEALER (FACTORY REQUIRES CARPET FLOOR)	\$ 189.00
0	SZG	THIRD KEY	\$ 40.00
0	18B	CAB STEPS	\$ 319.00
0	LSL	LEFT SPOT LIGHT	\$ 495.00
	8KB	KNAPHEIDE 696J SERVICE BODY, REQ. 31V31B	\$ 5,320.00
	31V31B	SHIP THROUGH BODY MODIFIER	\$ 260.00
0	SBS	SPRAY LINER	\$ 745.00
0	THD	TRAILER TOW PKG	\$ 695.00
0	76C	BACK UP ALARM	\$ 124.00
2.6	WVTX	WHELEN VERTEX CORNER LED'S	\$ 224.00
0	TEMP	TEMPORARY TAG	\$ 6.00
	DSM	SHOP MANUAL	\$ 365.00
2.6	Tot. Hrs	Optional labor rate for equipment listed above Includes wire, loom, and shop supplies.	\$ 299.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>			<b>\$ 29,342.00</b>



Water Field Operations

2 each

Prepared for:	Prepared by:	10/24/13
Kate Krauss, CPPO, CPPB, SPSM Purchasing Manager City of Deltona 2345 Providence Blvd Deltona, FL 32725 kkrauss@deltonafl.gov Phone: (386) 878-8570	Duval Ford Fleet Sales Richard Tackett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-343-6266 richard.tackett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	

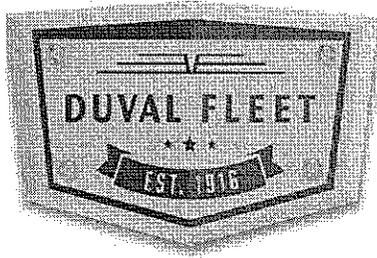


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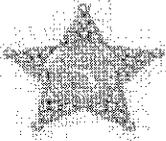
Labor	Code	Equipment	Price
0	SPEC 48	FORD F250 4X4	\$ 20,032.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 229.00
0	X3E	LOCKING DIFFERENTIAL	INCL
0	16S	FLOOR MATS, DEALER (FACTORY REQUIRES CARPET FLOOR)	\$ 189.00
0	SZG	THIRD KEY	\$ 40.00
0	18B	CAB STEPS	\$ 319.00
0	LSL	LEFT SPOT LIGHT	\$ 495.00
0	8KB	KNAPHEIDE 696J SERVICE BODY, REQ 31V.31B	\$ 5,320.00
0	31V.31B	SHIP THROUGH BODY MODIFIER	\$ 260.00
0	SBS	SPRAY LINER	\$ 745.00
0	THD	TRAILER TOW PKG	\$ 695.00
0	76C	BACK UP ALARM	\$ 124.00
2.6	WVTX	WHELEN VERTEX CORNER LED'S	\$ 224.00
0	TEMP	TEMPORARY TAG	\$ 6.00
			\$ -
2.6	Tot. Hrs	Optional labor rate for equipment listed above Includes wire, loom, and shop supplies	\$ 115 \$ 299.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>			<b>\$ 28,977.00</b>

2 \$ 57,954.00

PARKS



Prepared for:	Prepared by:	10/24/13
Kate Krauss CPPD, CPPB, SPSM Purchasing Manager City of Deltona 2345 Providence Blvd Deltona FL 32725 kkrauss@deltonafl.gov Phone: (386) 878-8570	Duval Ford Fleet Sales Richard Tackett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-343-6266 richard.tackett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	



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Labor	Code	Equipment	Price
0	SPEC 47	FORD F250 4X2 REG CAB	\$ 17,476.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 229.00
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	31V31B	SHIP THROUGH BODY MODIFIER	\$ 260.00
0	X3E	LOCKING DIFFERENTIAL	\$ 389.00
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0	SZG	THIRD KEY	\$ 40.00
0	85S	SPRAY LINER	\$ 474.00
0	THD	TRAILER TOW PKG	\$ 695.00
0	76C	BACK UP ALARM	\$ 124.00
2.6	WVTX	WHELEN VERTEX CORNER LED'S	\$ 224.00
0	TEMP	TEMPORARY TAG	\$ 6.00
2.6	Tot. Hrs	Optional labor rate for equipment listed above Includes wire, loom, and shop supplies	\$ 299.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>			<b>\$ 25,725.00</b>

PARKS

**PROPOSAL**

NAME: CITY OF DELTONA

DATE: OCTOBER 24, 2013

EMAIL: KKRAUSS@DELTONAFL.GOV

ATTN: KATE

2014 FORD F-150 2WD REG CAB XL (F1C)	\$14,990.00
145" WB	\$ 299.00
3.7L V-6 FFV ENGINE	
AUTOMATIC OVERDRIVE TRANSMISSION	
AIR CONDITIONING	
AM/FM STEREO	
40/20/40 VINYL SEATS	
P235 BSW A-T TIRES	
XL SERIES	
6750 GVWR	
3.73 LIMITED SLIP (XB6)	\$ 399.00
SPRAY IN BEDLINER (96W)	\$ 474.00
3 <sup>RD</sup> KEY	\$ 225.00
SHOP MANUAL	\$ 295.00
<b>TOTAL</b>	<b>\$16,682.00</b>

PARKS  
 PER FSA CONTRACT# 13-21-0904  
 SPEC# 41  
 DELIVERY 75 - 90 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereon in writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO# \_\_\_\_\_

 Respectfully submitted  
 DON REID FORD, INC

ACCEPTED: \_\_\_\_\_

 BY: \_\_\_\_\_  
 FLEET MANAGER



<b>DEPARTMENT:</b>	Fire Administration
<b>SOURCE OF FUNDS:</b>	General Fund
<b>COST:</b>	Approximately \$180,000
<b>REVIEWED BY:</b>	Finance Director, City Attorney, Acting City Manager
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	Deputy Fire Chief Rogers - Recommendation is being made for ratification of purchases from Exum Energy in fiscal year 2013-2014 for the purchase of fuel and approval to use Exum Energy piggybacking the Orange City agreement for an amount not to exceed budgeted funding for fuel purchases.
<b>POTENTIAL MOTION:</b>	"I move to approve ratification for purchases from Exum Energy in fiscal year 2013-2014 for the purchase of fuel and approval to use Exum Energy piggybacking the Orange City agreement for an amount not to exceed budgeted funding for fuel purchases."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Orange City Extension and Agreement</li> </ul>



City of Orange City • 205 East Graves Avenue • Orange City, Florida 32763 • 386-775-5400

October 10, 2013

Chris Exum  
Exum Energy Inc.  
2179 SR 44  
New Smyrna Beach FL 32168

RE: Contract Renewal; Gasoline and Fuel Oil

Dear Mr. Exum:

Exum Energy, Inc. was awarded a contract for gasoline and fuel oil on September 28, 2010. The City has reviewed the contract and pursuant to the terms of the agreement would like to renew the contract through the period ending September 30, 2014 at the current price, term and conditions.

If Exum Energy, Inc. agrees to the extension, please acknowledge receipt of this letter by signing below, fax/email to the attention of Windy Maloof, at [wmaloof@ourorangecity.com](mailto:wmaloof@ourorangecity.com) or fax 386-775-5435 and mail the original signed copy. The City will also require an updated Certificate of Insurance listing the City of Orange City as additional insured

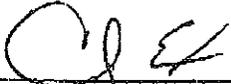
If you have any questions or concerns, please do not hesitate to contact me

Regards,

Windy Maloof, CPPB, FCCN  
Purchasing Manager  
City of Orange City

**ACKNOWLEDGEMENT**

EXUM Energy, Inc. agrees to renew this contract for the period October 1, 2013 through September 30, 2014 at the current price, terms and conditions.

By:  Title: Pres.  
(Signature)

Name: Chris Exum Date: 10/16/13  
(Print or type name)

cc: Debbie Renner, City Clerk  
Christine Davis, Finance Director  
Project File

Building  
386-775-5423

City Clerk  
386-775-5403

City Manager  
386-775-5408

Finance  
386-775-5430

Fire  
386-775-5460

Human Resources  
386-775-5457

Parks & Recreation  
386-775-5454

Planning  
386-775-5415

Police  
386-775-9999

Public Works  
386-775-5447

Utilities  
386-775-5444

*small town ambiance...world class opportunity*  
[www.ourorangecity.com](http://www.ourorangecity.com)

## CONTRACT

This Contract, effective as of the last date signed below, is by and between the City of Orange City with offices at 205 East Graves Avenue, Orange City, Florida 32763, and the entity identified below as Contractor (individually, "Contractor").

The Contractor replied to the City's invitation to bid for Gasoline and Fuel Oil. The City has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific items awarded to the Contractor are indicated on the Price Sheets, attached hereto as Exhibit 1.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the City and the Contractor do hereby enter into this Contract. The Contractor shall complete the work specified in the solicitation documents. The term of the Contract is from the effective date until September 30, 2013. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Exhibit 1
- Technical Specifications
- Instructions to Bidders
- General Conditions
- Contractor's Bid

Jamie Croteau  
 City of Orange City \_\_\_\_\_ Date  
 By: Jamie Croteau, City Manager

Contractor Name: Exum Energy (Seal)  
 Street Address or P.O. Box: 2179 SR 44, New Smyrna Beach, FL  
 City, State, Zip: 32168  
CE \_\_\_\_\_ 10/12/10  
 By: \_\_\_\_\_ Date  
 Its:

Approved as to form and legality  
 by the City Attorney's Office:

MA  
 \_\_\_\_\_ Date

EXHIBIT 1

## 2.17 BID PRICING

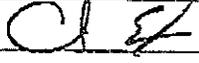
The City of Orange City is seeking bids for the purchase of quality fuels for over-the-road and off-road use. Bids will be accepted for the following items as outlined below:

- A. Gasoline, unleaded, 87 octane rating – approximately 60,000 gallons per year
- B. Diesel fuel, #2 Ultra Low Sulfur – approximately 12,000 gallons per year
- C. Diesel fuel, Red Dye #2 Ultra Low Sulfur – approximately 3000 gallons per year
  - 1. Unleaded gasoline meeting the specifications of the State of Florida Department of Agriculture and Consumer Services, with a minimum octane rating of:  $R + M/2 = 87$  Detergent type, not to exceed 15% ethanol.
  - 2. Over-the-road Diesel Fuel, suitable for use in diesel engines and free from water and foreign matter. Must meet or exceed State of Florida, Department of Agriculture and Consumer Services specifications.
  - 3. Off-road Diesel Fuel, suitable for use in diesel engines and free from water and foreign matter. Must meet or exceed State of Florida, Department of Agriculture and Consumer Services specifications.

All fuel shall be delivered by metered Tank Wagon truck.

<u>FUEL TYPE</u>	<u>RACK RATE</u>	<u>MARK UP</u>	<u>TOTAL</u>
Unleaded 87 Octane Gasoline	<u>1.9535</u>	<u>.1376</u>	<u>2.0911</u>
Low Sulfur Diesel #2	<u>2.125</u>	<u>.1376</u>	<u>2.2626</u>
Off-Road Diesel #2	<u>2.130</u>	<u>.1376</u>	<u>2.2676</u>

NOTE: For Purposes for this bid, "Rack Rate" price on August 27, 2010 shall be used.

Bidders Name: Exum Energy, Inc.  
 Bidders Address 2179 S.R. 44, New Smyrna Bch., FL 32168  
 Authorized Signature 



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager      **AGENDA ITEM:** 8 - A  
**SUBJECT:** Public Hearing - Live Oak Estates Phase II Final Plat Application (FP 13-001) to create Lots 73, 74, and 75.

**LOCATION:**

The Live Oak Estates subdivision is located at 940 Doyle Road. The proposed lots are located along the east side of Fallbrooke Avenue, approximately 300-ft. north of Doyle Road within the subdivision.

**BACKGROUND:**

Live Oak Estates Phase I was approved in May 2006 to construct a 72 lot residential community on ±33.1 acres. Since 2006, the site has been under construction and homes are built. The ownership and developer has also changed within that time frame and the current developer is D.R. Horton.

D.R. Horton has made application for the Live Oak Estates Phase II Final Plat to add three (3) residential lots (Lots 73, 74, and 75) on ±0.70 acres within the subdivision. The lots are similar in dimension to lots within the overall Live Oak Estates (Phase I) subdivision. The ±0.70 acres is approximately 300-feet north of Doyle Road along the east side of Fallbrooke Avenue, which is the entry road into the overall subdivision.

Finally, the applicant will provide an updated title opinion prior to signatures on the Final Plat and to be verified by the City Attorney. Upon acceptance, the Final Plat will then be processed for recording at the Volusia County Clerk of the Courts.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Attorney, Planning Director

**STAFF  
RECOMMENDATION  
PRESENTED BY:**

Tom Pauls, AICP, Planning Manager, Planning and Development Services - Staff recommends that the City Commission approve the Live Oak Estates Phase II Final Plat (FP 13-001) to create Lots 73, 74, and 75 within the Live Oak Estates subdivision.

**POTENTIAL  
MOTION:**

"I move to approve the Live Oak Estates Phase II Final Plat (FP 13-001) to create Lots 73, 74, and 75 within the Live Oak Estates subdivision."

**AGENDA ITEM  
APPROVED BY:**

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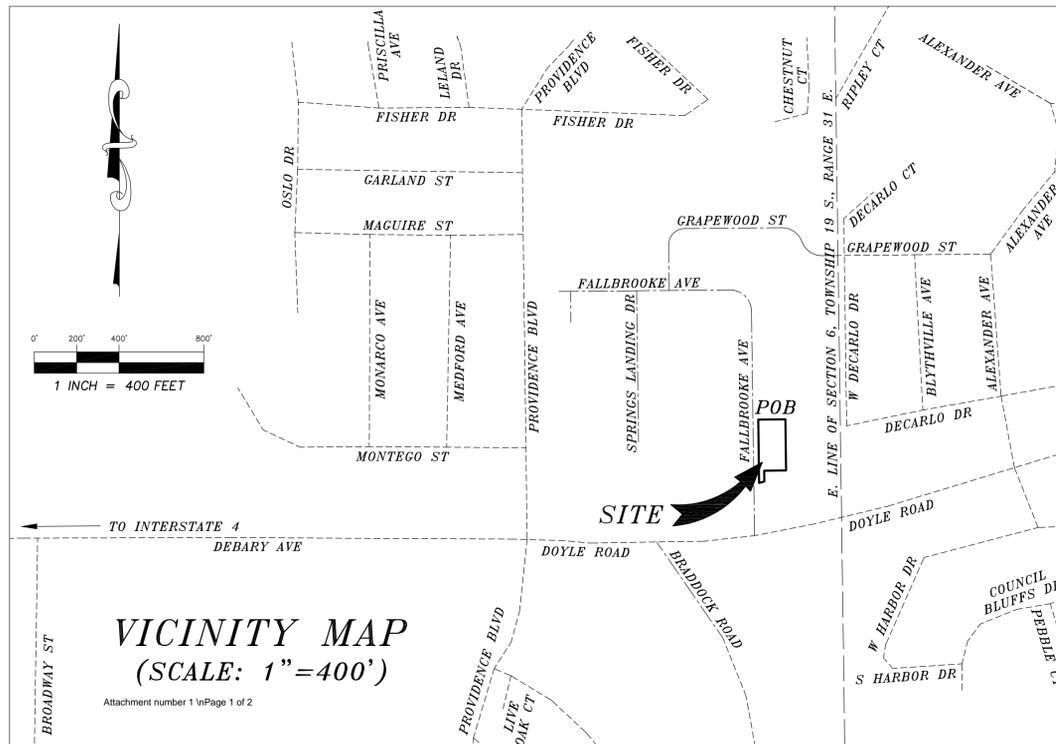
William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Live Oak Estates Final Plat Phase II
- Live Oak Estates Phase II Legal Description
- DRC Staff Report 091813
- Title Opinion

## LIVE OAK ESTATES PHASE 2

**BEING A REPLAT OF A PORTION OF LOT 8, PLAT OF ASSESSOR'S SUBDIVISION OF ENTERPRISE, MAP BOOK 3, PAGE 146 & MAP BOOK 22, PAGE 175, AND ALSO BEING A REPLAT OF A PORTION OF TRACT C, LIVE OAK ESTATES, MAP BOOK 54, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LOCATED IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 31 EAST, CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA**



**STANDARD NOTES:**

1. UNLESS OTHERWISE INDICATED, A STRIP OF LAND 10.0 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS, IS HEREBY RESERVED FOR PUBLIC UTILITIES (SEE TYPICAL LOT DETAIL THIS SHEET).
2. PURSUANT TO SECTION 177.091 (28), FLORIDA STATUTES, AS AMENDED, THE RIGHTS TO ALL UTILITY EASEMENTS AS DEDICATED HEREON ARE HEREBY FURTHER EXTENDED TO INCLUDE CABLE TELEVISION SERVICES AND DUKE ENERGY AND ARE SUBJECT TO RESTRICTIONS AS SET FORTH THEREIN.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST RIGHT-OF-WAY LINE OF FALLBROOKE AVENUE, ACCORDING TO THE PLAT OF LIVE OAK ESTATES, AS RECORDED IN MAP BOOK 54, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS BEING NORTH 00° 48'20" WEST.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. COVENANTS AND RESTRICTIONS FOR LIVE OAK ESTATES HOMEOWNERS ASSOCIATION OF VOLUSIA COUNTY, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. ARTICLES OF INCORPORATION FOR LIVE OAK ESTATES HOMEOWNERS ASSOCIATION OF VOLUSIA COUNTY, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. TRACT "M" IS HEREBY RESERVED AS COMMON AREA AND TREE PRESERVATION AREA AND IS HEREBY DEDICATED TO THE LIVE OAK ESTATES HOMEOWNERS ASSOCIATION OF VOLUSIA COUNTY, INC., AND WILL BE MAINTAINED BY SAID HOMEOWNERS' ASSOCIATION, UNLESS OTHERWISE NOTED.
8. A UTILITY, DRAINAGE AND SIDEWALK EASEMENT IS DEDICATED OVER, UNDER AND ACROSS ALL TRACTS AS SHOWN HEREON.
9. ALL MONUMENTS SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091.

**SHEET INDEX:**

- SHEET 1: VICINITY MAP, DESCRIPTION, NOTES  
 SHEET 2: SKETCH OF PLAT, LEGEND & ABBREVIATIONS

**LEGAL DESCRIPTION:**

A PORTION OF LOT 8, PLAT OF ASSESSOR'S SUBDIVISION OF ENTERPRISE IN SECTIONS 6 AND 7, TOWNSHIP 19 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAPS FILED IN MAP BOOK 3, PAGE 146, AND MAP BOOK 22, PAGE 175, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACT "C", LIVE OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 54, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS CONTAINING 0.70 ACRES, MORE OR LESS.

PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

**LIVE OAK ESTATES PHASE 2**

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, That, D.R. Horton, Inc., a Delaware Corporation, whose address is 5850 T.G. Lee Boulevard, Suite 600, Orlando, Florida, 32825, being the owner in fee simple of the land described in the attached plat, entitled "LIVE OAK ESTATES PHASE 2", located in, the City of Deltona, Volusia County, Florida, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicate all Streets, Avenues, Roads, Thoroughfares, Utility Easements, Utility Rights-of-Way, and Drainage Easements shown or described thereon and dedicate the water and sewer systems installed or to be installed to the perpetual use of the Public, for proper purposes, and

IN WITNESS WHEREOF, I, Donna Pope, hereunto set my hand and my seal on this \_\_\_\_ day of \_\_\_\_\_ A.D. 2013.

Signed: \_\_\_\_\_ (SEAL)  
 Donna Pope - Division President

Signed, sealed and delivered in the presence of:

Witness (Signature) \_\_\_\_\_ Witness (Signature) \_\_\_\_\_

Witness (Printed) \_\_\_\_\_ Witness (Printed) \_\_\_\_\_

State of FLORIDA, County of VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc., a Delaware Corporation, whom is personally known to me or who has produced \_\_\_\_\_ as identification.

Signature of Notary Public \_\_\_\_\_ AFFIX NOTARY STAMP or SEAL

Printed Notary Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, William D. Donley, being a licensed and registered land surveyor, does hereby certify that on \_\_\_\_\_ he completed the survey of the lands as shown in the foregoing plat, that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and complies with all the requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Deltona, Florida.

(Signature) \_\_\_\_\_ Date: \_\_\_\_\_ (SEAL)

WILLIAM D. DONLEY, (PSM) Professional Surveyor and Mapper No. 5381  
 Bowyer-Singleton & Associates, Inc.  
 110 West Indiana Avenue, Deltona, Florida 32720  
 Certificate of authorization No. (LB) License Business 1221

**CERTIFICATE OF APPROVAL BY LAND DEVELOPMENT MANAGER**

THIS IS TO CERTIFY, That on \_\_\_\_\_, 2013, the foregoing plat was approved.

By: \_\_\_\_\_  
 Director of Planning and Development Services

**CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA**

THIS IS TO CERTIFY, That on \_\_\_\_\_, 2013, the foregoing plat was approved by the City Commission of the City of Deltona, Florida.

(SEAL)

By: \_\_\_\_\_ Attest: City Clerk

**CERTIFICATE OF APPROVAL**

THIS IS TO CERTIFY, That on \_\_\_\_\_, 2013, the foregoing plat was approved.

By: \_\_\_\_\_  
 City Engineer

**CERTIFICATE OF APPROVAL BY CITY REGISTERED SURVEYOR**

THIS IS TO CERTIFY, That on \_\_\_\_\_, 2013, the foregoing plat was reviewed for conformity to Florida Statute 177, and approved.

(SEAL)

By: \_\_\_\_\_ Date \_\_\_\_\_  
 City Registered Surveyor or an Authorized Representative

**CERTIFICATE OF CLERK**

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on \_\_\_\_\_, 2013 at \_\_\_\_\_, File No. \_\_\_\_\_

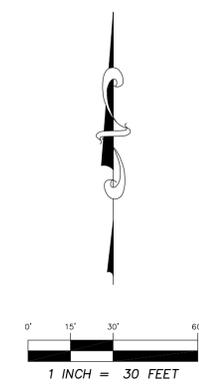
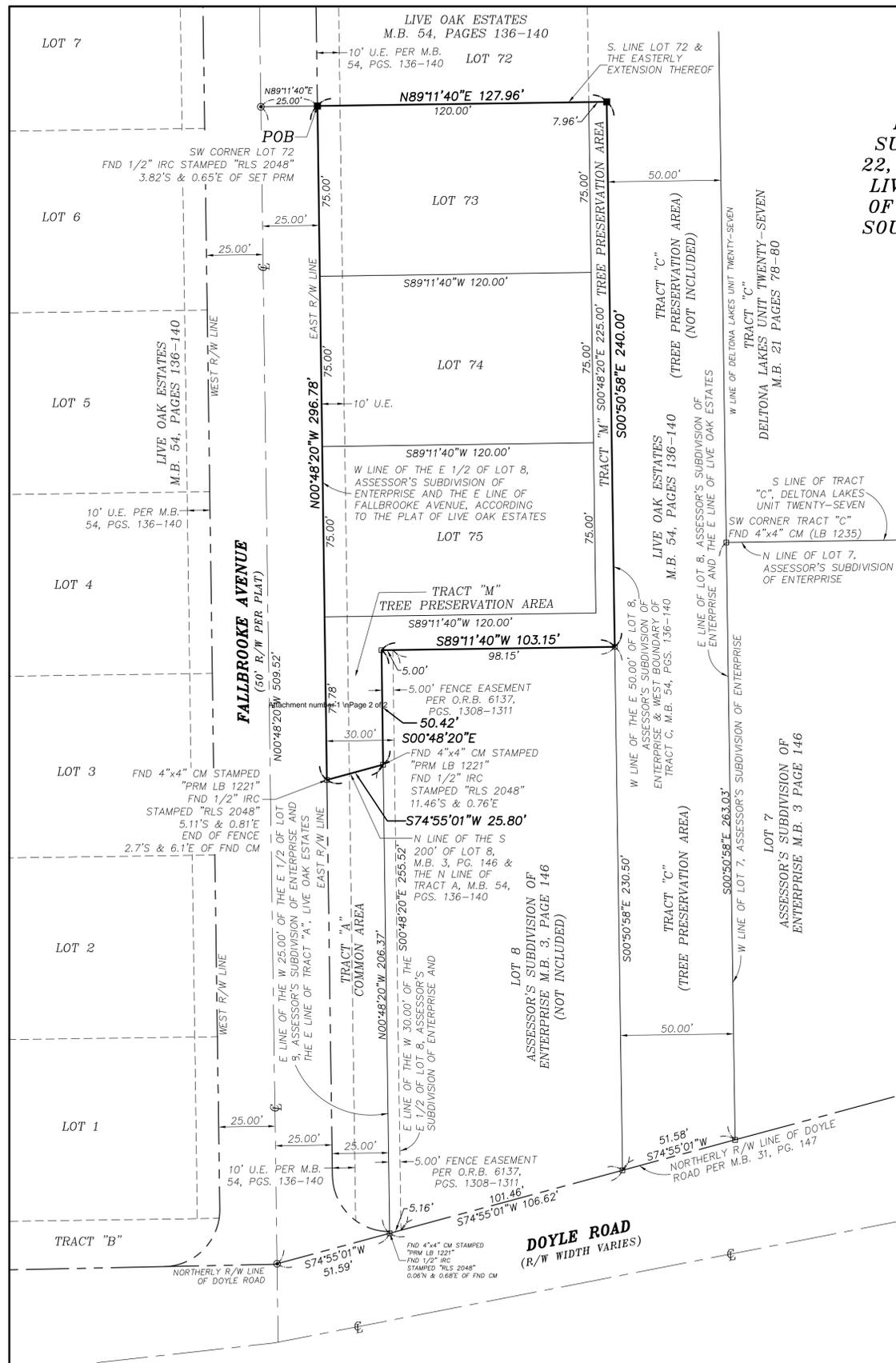
Clerk of the Circuit Court in and for Volusia County, Florida



**BOWYER SINGLETON**  
 110 WEST INDIANA AVENUE  
 DELTONA, FLORIDA 32720  
 PHONE: 386.785.0468 FAX: 386.785.0715  
 BSA-CIVIL.COM  
 CERTIFICATE OF AUTHORIZATION NO. LB 1221

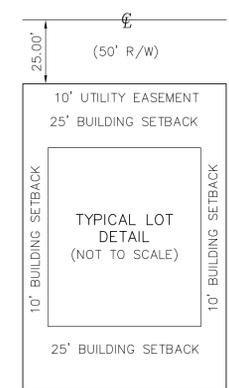
## LIVE OAK ESTATES PHASE 2

BEING A REPLAT OF A PORTION OF LOT 8, PLAT OF ASSESSOR'S SUBDIVISION OF ENTERPRISE, MAP BOOK 3, PAGE 146 & MAP BOOK 22, PAGE 175, AND ALSO BEING A REPLAT OF A PORTION OF TRACT C, LIVE OAK ESTATES, MAP BOOK 54, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LOCATED IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 31 EAST, CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA



**LEGEND AND ABBREVIATIONS:**

- AC ACRES
- CL CENTER LINE
- CM CONCRETE MONUMENT
- (D) DEED
- D.B. DEED BOOK
- D.E. DRAINAGE EASEMENT
- ESMT. EASEMENT
- FND FOUND
- ID IDENTIFICATION
- IP IRON PIPE
- IPC IRON PIPE & CAP
- IR IRON ROD
- IRC IRON ROD & CAP
- LB LICENSED BUSINESS
- M.B. MAP BOOK
- N/D NAIL & DISK
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- (P) PLAT
- P.B. PLAT BOOK
- PCP PERMANENT CONTROL POINT
- PG(S). PAGE/PAGES
- PLS PROFESSIONAL LAND SURVEYOR
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR MAPPER
- R/W RIGHT OF WAY
- SEC SECTION-TOWNSHIP-RANGE
- (TYP) TYPICAL
- U.E. UTILITY EASEMENT
- BREAK LINE
- SET 4"x4" CM (BSA LB 1221)
- FOUND 4"x4" CM (AS NOTED)
- SET N/D (BSA LB 1221)
- FOUND N/D (AS NOTED)
- SET 5/8" IRC (BSA LB 1221)
- FOUND IRON ROD (AS NOTED)
- FOUND IRON PIPE (AS NOTED)



**BOWLER SINGLETON**

LAND DEVELOPMENT & TRANSPORTATION ENGINEERING  
PLANNING, SURVEYING & MAPPING

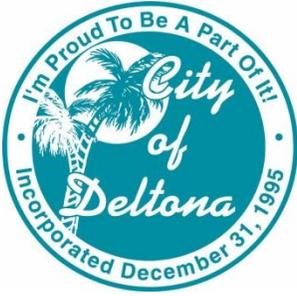
110 WEST INDIANA AVENUE  
DELAND, FLORIDA 32720  
PHONE: 386.785.0468 FAX: 386.785.0715  
BSA-CIVIL.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 1221

**LEGAL DESCRIPTION:**

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SAID LANDS CONTAINING 0.70 ACRES, MORE OR LESS.



# DRC Staff Report

---

TO: Chris Bowley, AICP  
Gerald Chancellor, P.E.  
Leigh Grosvenor  
Chris Collier  
Phyllis Wallace  
Sgt. Pat Leahy  
Traci Houchin

FROM: Tom Pauls, AICP

DATE OF REPORT: September 18, 2013

DRC MEETING: October 3, 2013 / 9:00am / 2<sup>nd</sup> Floor Conference Room

APPLICATION: **Live Oak Estates / Phase II Final Plat (Project No. FP 13-001)**

---

## **PROJECT DESCRIPTION:**

This is an application for a final subdivision plat to create three lots encompassing approximately .70± acres. The property is located on and east of Fallbrooke Avenue approximately 300 feet north of Doyle Road.

DEVELOPER: DR Horton, Inc.

ENGINEER: Bowyer-Singleton & Assoc. – Tadd Kasbeer, P.E.

OWNER: DR Horton, Inc.

PEER REVIEW: DRMP, Inc.

TAX PARCEL NO.: 9106-01-00-0084

PROPERTY LOCATION: North of Doyle Road

CURRENT ZONING: R-1 (Single-Family Residential/six dwelling units per acre)

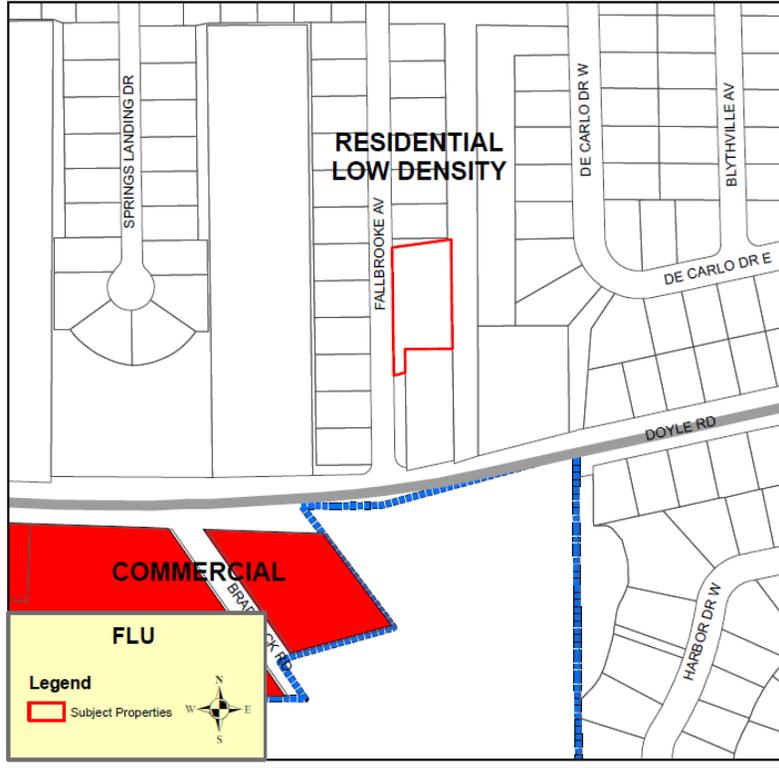
### General Location of Property



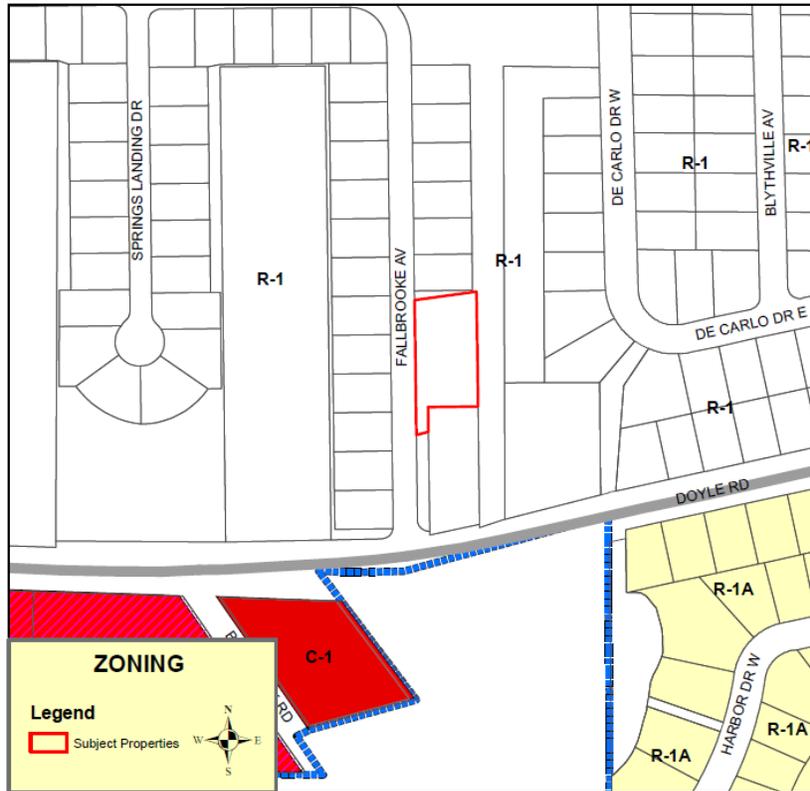
### Aerial



### Future Land Use



### Existing Zoning



**STAFF/PEER COMMENTS:****Planning and Development Services**

## Final Plat:

1. In the title on both Sheets 1 and 2, the word 'Florida' is misspelled. Please revise.
2. Sheet 1, Standard Notes #2 – change the reference from Progress Energy to Duke Energy.
3. Throughout Sheets 1 and 2, update dates from 2012 to 2013.
4. Sheet 1, Land Development Manager block – say 'Director of Planning and Development Services'.
5. Sheet 1, Registered Surveyor block – say 'City Registered Surveyor or an Authorized Representative'.
6. Sheet 2 of 2 under Tract 'M', the word 'Preservation' is misspelled.

## Construction Plans:

1. Information only; the CADD system used converted commas to periods and made it hard to read where sentences started and stopped. Please revise.
2. General Notes; Sheet 2 and Overall Site Plan – add a note concerning where the site is in association with the 100-year floodplain and show the 100-year floodplain line on the plan set, if applicable. Also, show the elevation of Fallbrooke Avenue in relation to the 3 proposed lots elevation. The new lots have to either be one foot above the established base flood elevation or the established crown of the adjacent road. The spot elevations on the lot are helpful, but more information is needed.
3. General Notes; Sheet 2, Erosion Control block – change the reference from the City of Orlando to the City of Deltona.
4. General Notes; Sheet 2, Utilities block – change the address for Deltona Water to 255 Enterprise Road and update the phone number to 386.575.6800. Add the same information for Deltona Water to the Reclaimed Water and Sanitary Sewer label, instead of Public Works. For the Electric label, change the provider to Duke Energy.
5. Have the Building Official review a plan set, since he will be reviewing plot plans and building permit applications.
6. Include revision dates in the legend on all sheets (what looks like an appropriate date is cited, but is in small print and located outside of the plan sheet border.
7. On sheets 4 of 6 and 6 of 6, the word 'laurel' is misspelled.
8. The response sheet refers to 'sheets \_\_\_ of 5' in many instances. This should reflect 'sheets \_\_\_ of 6', as appropriate.
9. Ensure DR Horton has authority to install silt fence inside the adjacent Lot 72 to the north.

General Note: If available, use Dewberry/Bowyer Singleton logo on all sheets.

**Public Works and Deltona Water**

The resubmittal dated August 30<sup>th</sup> has been found to have adequately addressed the prior comments from DW, PW, Engineering & Environmental. No new comments or concerns identified at this time.

**Fire Safety Manager**

Fire related comments to be addressed at the DRC meeting and resolved prior to arranging item for City Commission public hearing.

**DRMP/Peer Reviewer**

1. Paper copy does not measure accurately. Make sure final mylars meet the requirements .
2. Subtitle should reflect that it is a portion of Tract "C" being replatted. The word "portion" needs to be added to the subtitle. The word "Florida" is misspelled in subtitle.
3. Dividing line between Lot 8 and Tract "C" needs to be shown and dimensioned (as on previous submittal).
4. Random black rectangles still show on print received.
5. Does not conform to requirement to set lot corner monuments - Not field verified
6. Description on title opinion includes the fence easement. The legal description is written two times on the title opinion.

---

*End of Report*

v2



First American Title Insurance Company  
 2233 Lee Road  
 Winter Park, FL 32789  
 Phone: (407)691-5200  
 Fax: (407)691-5300

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING  
 OF A SUBDIVISION PLAT IN  
 Volusia County, Florida**

FATIC File No.: 2037-2898336 (Third Revision)

A search of the Public Records of Volusia County, Florida, through October 15, 2013 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of LIVE OAK ESTATES PHASE II (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deeds of record were to D.R. Horton, Inc., dated August 30, 2012 and recorded September 11, 2012 in Official Records Book 6757, Page 3174 and dated May 2, 2013 and recorded June 7, 2013 in Official Records Book 6867, Page 3839, Public Records of Volusia County, Florida.

B. The record title holder is D.R. Horton, Inc., a Delaware corporation .

C. The name of the record title holder does coincide with the name shown as the owner on the unrecorded plat of LIVE OAK ESTATES PHASE II .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

None.

E. Underlying rights of way, easements or plats affecting said property are as follows:

None.

F. Other information regarding said property includes:

None.

G. 2012 Ad valorem taxes on said property are PAID. for Tax Parcel I. D. Number 9106-01-00-0084.

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING  
OF A SUBDIVISION PLAT IN  
Volusia County, Florida**

This certificate is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Land Development Code. It has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 (FS) and it is not to be relied upon by any other group or person for any other purpose.

First American Title Insurance Company



By: \_\_\_\_\_  
Authorized Signatory, Larry P. Deal

### Exhibit "A"

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## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager      **AGENDA ITEM:** 8 - B  
**SUBJECT:** Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD (RZ 13-006), at first reading.

---

**LOCATION:**

The subject property is located at 901 Doyle Road, at the southeastern corner of Doyle Road and Providence Boulevard.

**BACKGROUND:**

The City received an application from Goodwill Industries of Central Florida (Goodwill) to amend the Deltona Landings Business Planned Unit Development (BPUD) Development Agreement to allow an Attended Donation Center as a permitted principal use. The Deltona Landings complex was developed in 1997. In 2003, the City approved a site plan for the outparcel located at the northwest corner of the plaza; known as Lot 2. A bank was constructed on Lot 2 and remained in operation until 2011. Since 2011, the building has remained vacant, despite receiving several inquiries for reuse.

Goodwill is interested in opening an Attended Donation Center at this location. The facility is small and Goodwill expressed a desire not to include a retail component, which would have allowed the use to be considered a Specialty Retail Use. Goodwill proposed a use of an Attended Donation Center within the existing BPUD to accommodate the regional collection facility. Staff supports this proposed use, provided the use is compatible with the daily function of the overall plaza (mainly exterior appearance, traffic patterns, and trash collection), with adjacent land uses, and with the Enterprise Commercial Overlay District. The following Conditions of Approval were established by staff and agreed to by Goodwill to achieve the that compatibility:

- The Attended Donation Center will accept only non-perishable household goods from individual residents.

- No outside storage/deposit of donated items or non-marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.
- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40' wheel base. Access and flow to accommodate such truck shall be determined utilizing the "Auto Turn" program during the site plan review process.
- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

The Planning and Zoning Board reviewed Ordinance No. 15-2013 on October 16, 2013, and voted 4-1 for the City Commission to approve the ordinance with the associated Conditions of Approval. Finally, the proposed use is consistent with the City's Comprehensive Plan.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

NA

**COST:**

NA

**REVIEWED BY:**

City Attorney, Finance Director, Planning Director

**STAFF RECOMMENDATION PRESENTED BY:**

Chris Bowley, AICP. Planning and Development Services Director - Staff recommends that the City Commission approve Ordinance No. 15-2013, at first reading, to amend the Deltona Landings BPUD Development Agreement to include the Conditions of Approval listed in the staff report.

**POTENTIAL MOTION:**

"I move to approve Ordinance No. 15-2013, to include the

Conditions of Approval listed in the staff report, at first reading and to schedule second and final reading for November 18, 2013."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Staff Report
- Ordinance No. 15-2013
- Development Agreement
- Existing Interior Plan
- Proposed Interior Plan

# CITY OF DELTONA

# Memorandum

**To:** Planning and Zoning Board

**From:** Chris Bowley, AICP

**Date:** October 1, 2013

**Re:** Project No. RZ13-06, Amendment to the BPUD for the property known as Deltona Landings located at 901 Doyle Road.

---

## I. SUMMARY OF APPLICATION:

**APPLICANT:** Goodwill Industries of Central Florida  
 C/O Shannon D. Hoagland  
 P.O. Box 692514  
 Orlando, FL 32869

**Request:** The City of Deltona Planning and Development Services Department has received an application from Goodwill Industries to amend the Business Planned Unit Development (BPUD) Development Agreement to allow an “Attended Donation Center” as a permitted principal use.

### A. SITE INFORMATION:

1. **Tax Parcel No.:** 9106-09-00-0020
2. **Property Addresses:** 901 Doyle Road
3. **Property Acreage:** ±0.84 Acres
4. **Property Location:** Located at the southeast corner of the intersection of Providence Blvd. and Doyle Road, in the Deltona Landings Plaza.
5. **Property Legal Description:** LOT 2 DELTONA LANDINGS MAP BOOK 46 PAGES 167-168 PER ORDINANCE BOOK 6647 PAGE 0646; PER ORDINANCE BOOK 6668 PAGES 2642-2644.

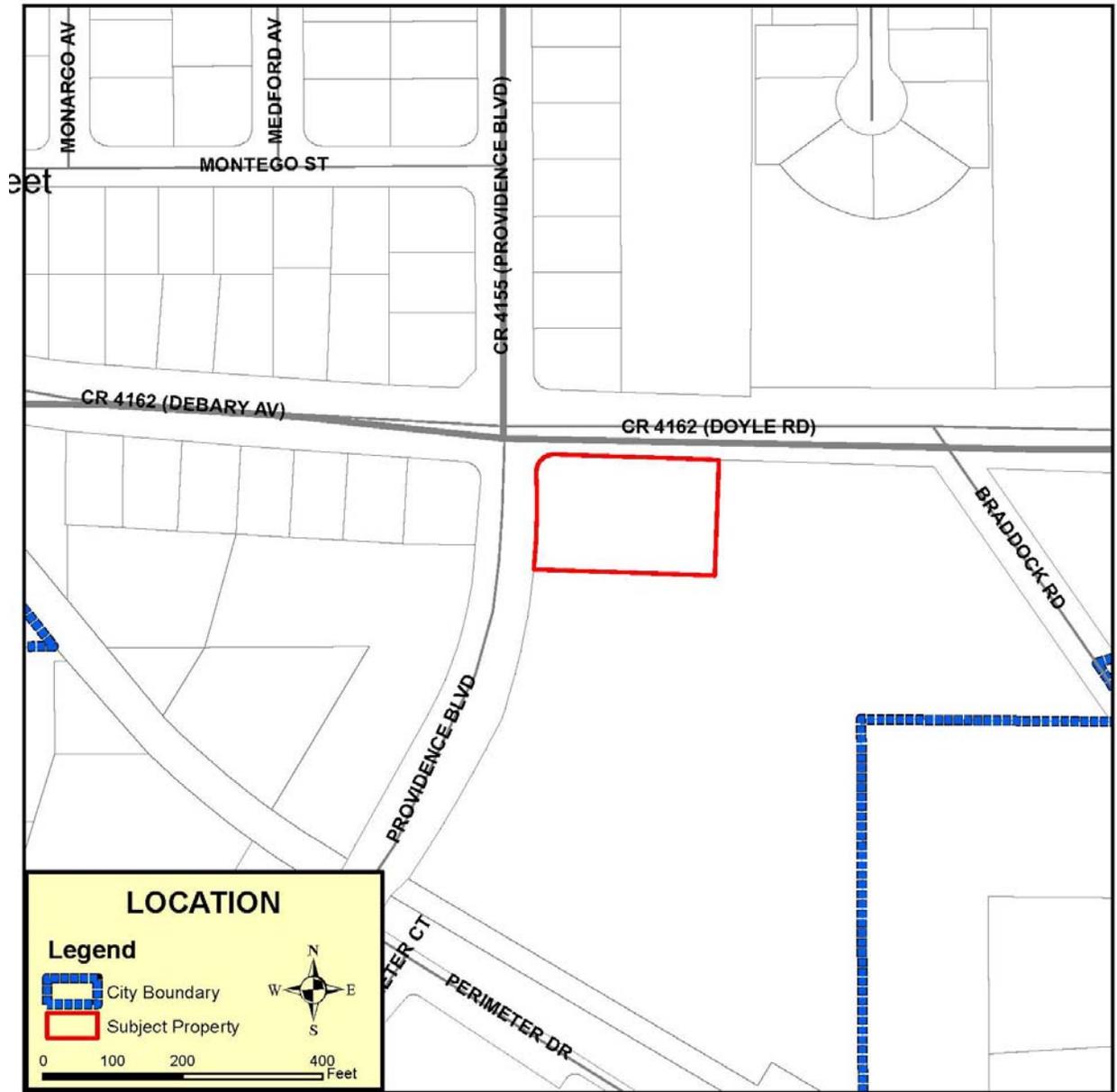
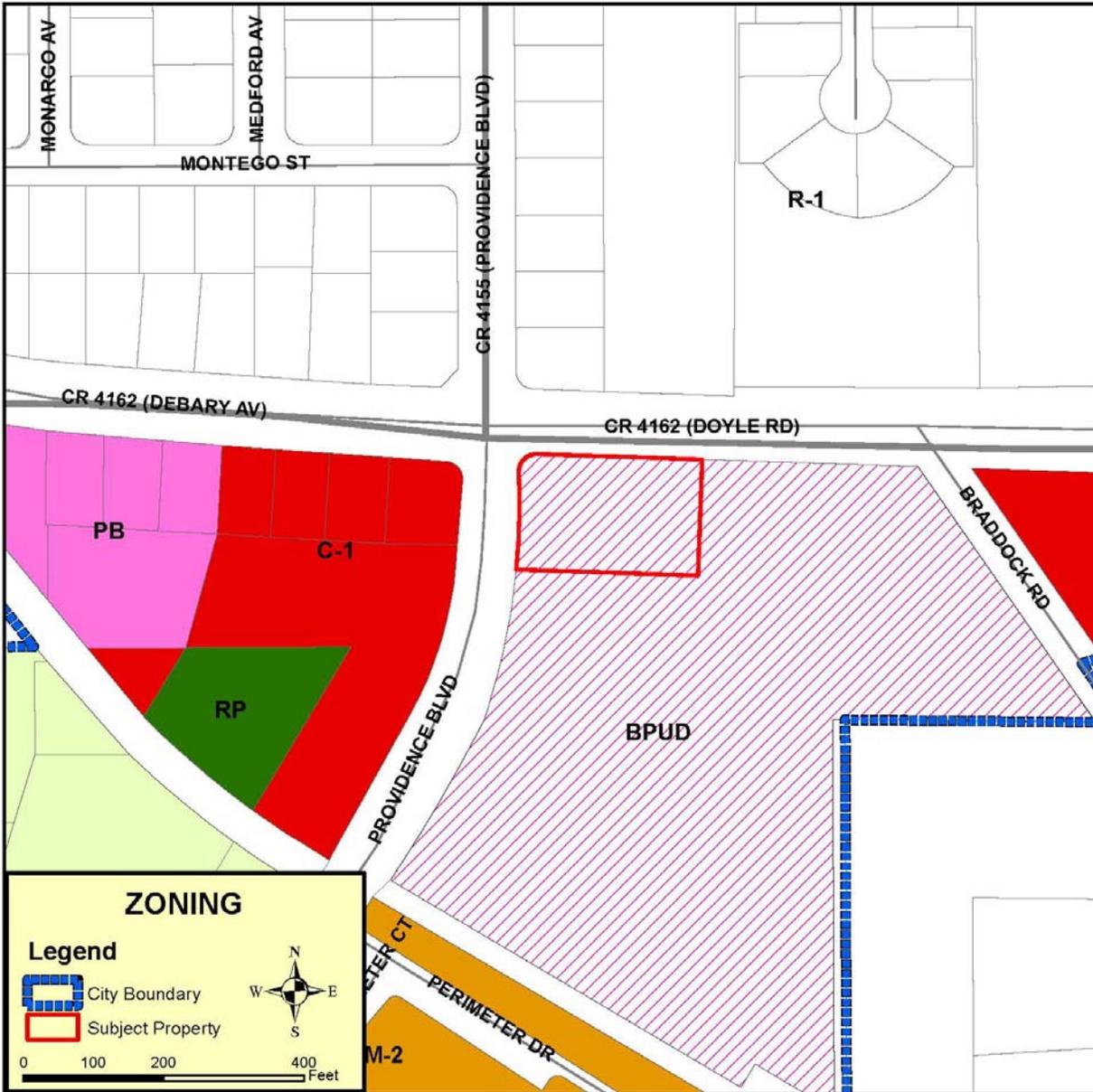


Figure 1: Location Map



Figure 2: Aerial Photo



**Figure 3: Existing Zoning**

**B. Existing Zoning:**

**1. Subject Property:**

**Existing:** BPUD

**Requested:** BPUD, Amending the Development Agreement

**2. Adjacent Properties**

**North:** R-1, Single Family Residential

**South:** BPUD

East: C-1, Commercial  
West: BPUD

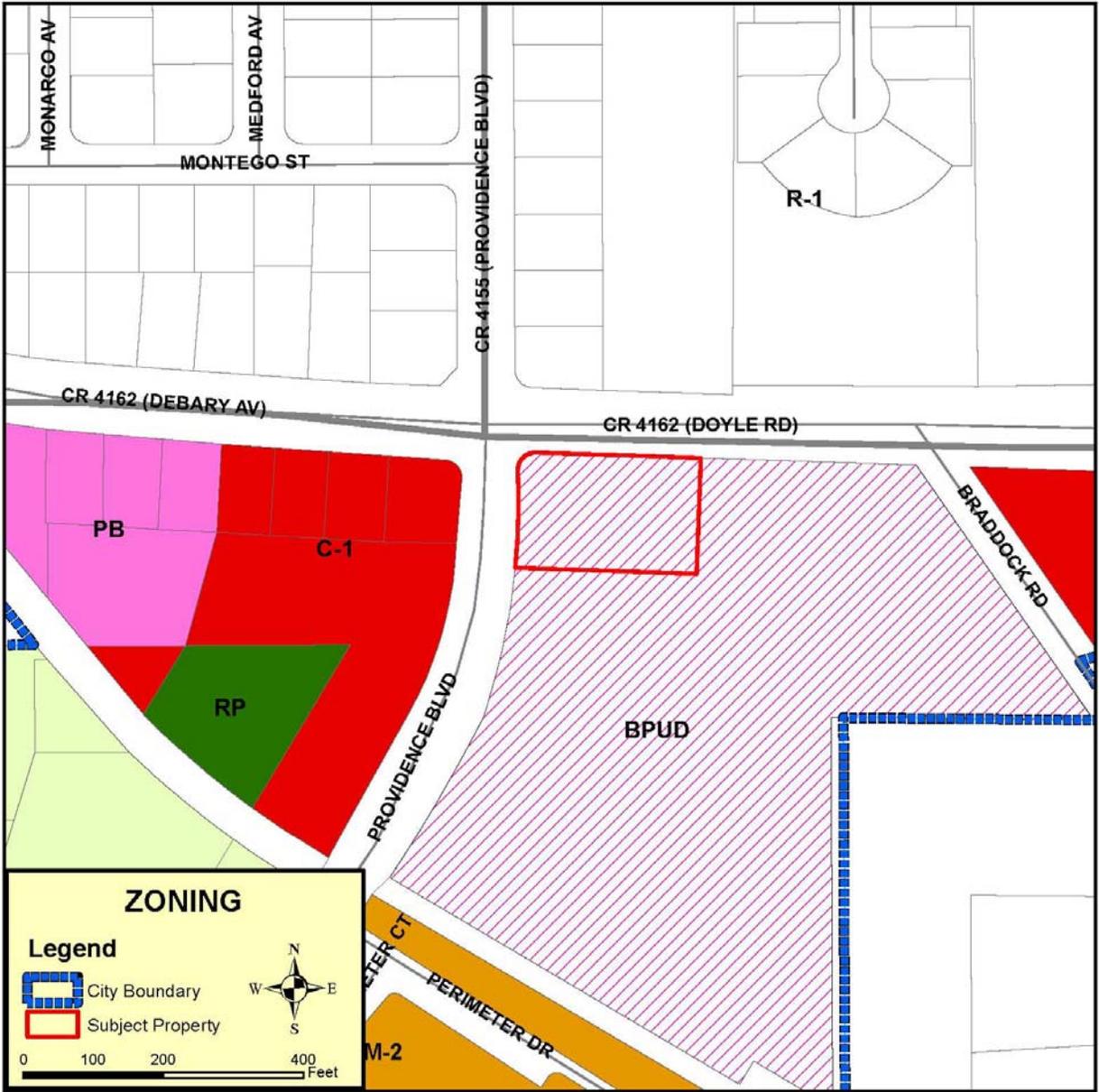


Figure 4: Proposed Zoning

### C. Proposed Zoning:

**Business Planned Unit Development (BPUD)** While the subject property owner has applied for a rezoning, the rezoning event is actually an amendment to Development Agreement. The applicant is requesting the addition of an “Attended Donation Center” to the list of permitted uses.

### D. Back Ground

The Deltona Landings BPUD at this location dates back to 1997. The BPUD was then updated in 1998 to address the development of the Deltona Landings project. In 2003, the City approved a site plan for the outparcel associated with Deltona Landings, known as Lot 2 Deltona Landings. The 2003 approval led to the development of a financial institution for eight (8) years before in late 2011.

Goodwill Industries of Central Florida has expressed an interest in opening an “Attended Donation Center” at this location. An “Attended Donation Center” is a new land use type that has been pioneered by Goodwill Industries throughout the country. The “Attended Donation Center” format is intended to represent a convenient method for the acceptance of donations (household goods), in small quantities, from various private donors. The convenience aspect is evidenced by the fact that the donor will have the ability to make donations with drive through ease. Basically, donors would not have to get out of their cars while Goodwill employees unload the donations and provide the donor with a receipt. After the donations are collected, the donations are taken into the building and sorted. After sorting, donations with any resale value are then relocated to a central location for processing and distributed to Goodwill retail centers. However, no retail sales will occur at the Deltona Landing site. There will be donation materials that will be determined to be not worthy of resale and, according to conversations with Goodwill staff, the majority of the non-marketable items are recycled.

The proposed “Attended Donation Center” format would be considered a neighborhood use because the donations consist of household goods. Donors are anticipated to be residents in close proximity to the site. However, there could be concerns associated with the proposed use. The “Attended Donation Center” format, at least as represented to City staff, is typically open during normal business hours. Therefore, there is a possibility that donated items could be, dumped at the site creating sanitary and aesthetic problems. Another concern is the management of the donations that are not marketable, which could result in a significant solid waste stream originating from the use. Being developed as a bank, the building/site on Lot 2 was not designed to accommodate a large trash receptacle(s) or the access for large garbage trucks. The site was intended to be accessed

by normal passenger vehicles. Therefore, trucks associated with the use could create traffic conflicts on the property and in the remainder of the shopping center. Since the proposed function of this site is not without concerns, staff suggests that the City Commission consider the following conditions be included in the BPUD Development Agreement:

- The “Attended Donation Center” will accept only non-perishable household goods from individual residents.
- No outside storage/deposit of donated items or non-marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.
- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40’ wheel base. Access and flow to accommodate such truck shall be determined utilizing the “Auto Turn” program during the site plan review process.
- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

## **E. Support Information**

### **Public Facilities**

- a. Potable Water: to be supplied by Deltona Water
- b. Sanitary Sewer: to be supplied by Deltona Water
- c. Fire Protection: City Fire Station 61
- d. Law Enforcement: Volusia County Sheriff’s Office (VCSO)
- e. Electricity: Duke Energy (FKA Progress Energy)

- F. **Matters for Consideration** – Section 110-1101, Code of City Ordinances, states that the City shall consider the following matters when reviewing applications for amendments to the Official Zoning Map:

**1. Whether it is consistent with all adopted elements of the Comprehensive Plan.**

The amended Development Agreement will not diminish the vision of the goals or the policies of the Comprehensive Plan. The existing development and building will be retro-fitted to meet the needs of the applicant.

**2. Its impact upon the environment or natural resources.**

The property is currently developed; the subject property has a bank building that will be reused with some slight modifications. Site modifications will have no impact on natural resources. The land is located on the Deland Ridge. The soil is predominately well drained Astatula Fine Sand. According to the September 2011 FEMA flood zone maps; the subject property is not located within the 100 year floodplain.

**3. Its impact upon the economy of any affected area.**

The proposed impact upon the local economy would be the creation of service oriented jobs. However, Goodwill Industries' purpose is job training, while the jobs at this location may be service jobs; it helps to create a better trained workforce for the area.

**4. Notwithstanding the provisions of Article XIV of the Land Development Code, Ordinance No. 92-25 [Chapter 86, Code of Ordinances] as it may be amended from time to time, its impact upon necessary governmental services, such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste or transportation systems.**

- a. Schools: The Volusia County School Board staff has indicated that this rezoning will not affect local schools.
- b. Sewage Disposal: The site will be served by City sewer and capacity is available.
- c. Potable Water: Deltona Water will serve the site and sufficient potable water capacity is available.
- d. Drainage: At this time, no new impervious surfaces are planned. All site related stormwater runoff will be managed through the existing master planned system.
- e. Transportation Systems: While this parcel will not have direct access to a street; the subject project will have access via two thoroughfares, Providence Blvd. and Doyle Road through the Deltona Landings Plaza. The ITE trip generation manual does not cover uses of this nature. However, staff found other examples stating that the proposed "Attended Donation Center" would generate approximately 66 trip ends per day (Re: Pima County, AZ). This generation rate is much less traffic than the previous use (typical drive through bank) would generate - 355 trip ends per day.

Votran Transportation is available on Providence Blvd. for bus routes 21 and 22.

**5. Any changes in circumstances or conditions affecting the area.**

Several large scale tenants in this plaza have closed in recent years, including Blockbuster Video and Federal Trust Bank. These vacancies are beginning to occupy the site.

**6. Any mistakes in the original classification.**

No known mistakes.

**7. Its effect upon the public health, welfare, safety or morals.**

Staff finds that the BPUD will have no negative effects on the public welfare, safety, or morals of the City.

**CONCLUSION/STAFF RECOMMENDATION**

Staff recommends approval of the amended Development Agreement and BPUD with the conditions recommended:

- The “Attended Donation Center” will accept only non-perishable household goods from individual residents.
- No outside storage/deposit of donated items or non-marketable material will be allowed in receptacles. Trash receptacles will be limited to standard receptacles associated with the former bank use and are emptied daily. All donations shall be placed inside directly upon drop off.
- In order to discourage after hour drop off activity, signs shall be posted stating that all donations must be made during operating hours.
- Adequate security, including video cameras, must be in place to ensure compliance and enforcement of the prohibition of after-hours drop off activity.
- All sorting activity shall occur inside the facility.
- The lot will kept clear of trash and debris.
- Vehicles used for the purpose of pick-up and delivery shall not exceed a 40’ wheel base. Access and flow to accommodate such truck shall be determined utilizing the “Auto Turn” program during the site plan review process.
- Any changes to the outside of the building, including modification of the drive through facilities or the addition of sliding doors, etc. will need to be consistent

with all City requirements, including the Enterprise Commercial Overlay District, which will be addressed during the site plan review process.

**ORDINANCE NO. 15-2013**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE DELTONA LANDINGS BUSINESS PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE FOLLOWING PARCEL: LOT 2, DELTONA LANDINGS, MAP BOOK 46, PAGES 167-168, PER ORDINANCE BOOK 6647, PAGE 0646, PER ORDINANCE BOOK 6668, PAGES 2642-2644, LOCATED AT 901 DOYLE ROAD TOTALING APPROXIMATELY ±0.84 ACRES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City has received an application to amend the Deltona Landings Business Planned Unit Development (BPUD) by adding “Attended Donation Center” to the list of permitted principal uses of the BPUD Development Agreement approved on October 29, 2003;

**WHEREAS**, the City of Deltona, Florida, and its Land Planning Agency have complied with the requirements of Municipal Home Rule Powers Act, sections 166.011 et seq., Florida Statutes, in considering the proposed BPUD amendment; and

**WHEREAS**, after said public hearing, the City Commission of the City of Deltona, Florida, has determined that the Deltona Landings BPUD will be amended to incorporate “Attended Donation Center” and related conditions as a permitted principal use, and has further determined that said zoning action is consistent with the Comprehensive Plan of the City of Deltona, Florida.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:**

City of Deltona, Florida  
 Ordinance No. 15-2013  
 Page 2 of 3

**SECTION 1.** The Deltona Landings BPUD located in the City of Deltona, Florida, is hereby amended to incorporate “Attended Donation Center” along with related conditions as a permitted principal use for the following property:

Parcel# 9106-09-00-0020, Lot 2, Deltona Landings, Map Book 46, pages 167-168, per Ordinance Book 6647, page 0646, per Ordinance Book 6668, Pages 2642-2644.

**SECTION 2.** This Ordinance is adopted in conformity with and pursuant to the Comprehensive Plan of the City of Deltona, the local government Planning and Land Development Act, Sections 163.161 et. Seq., Florida Statutes, and the Municipal Home Rule Powers Act, Sections 166.011 et. seq., Florida Statutes.

**SECTION 3.** Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 4.** Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA,  
 FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

City of Deltona, Florida  
Ordinance No. 15-2013  
Page 3 of 3

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**JOHN C. MASIARCZYK, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOYCE RAFTERY, CMC, CITY CLERK**

Approved as to form and legality  
for use and reliance by the  
City of Deltona, Florida

\_\_\_\_\_  
**GRETCHEN R. H. VOSE, CITY ATTORNEY**

DRAFTED BY AND MAIL TO:

## AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT

THIS AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT (this "Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between CITY OF DELTONA, FLORIDA ("City") and HESPOURI INVESTMENTS LLC, a Florida limited liability company ("Owner").

### WITNESSETH

**WHEREAS**, Owner is the owner of real property commonly known as 901 Doyle Road, Deltona, Florida, legally described as:

Lot 2, Deltona Landings, according to the plat thereof as recorded in Map Book 46, Pages 167 and 168, Public Records of Volusia County, Florida

("Property");

**WHEREAS**, The Property is subject to that certain City of Deltona Amended P.U.D. Developer's Agreement dated July 29, 1998, recorded August 28, 1998 at Book 4341, Page 2828, Volusia County Records (the "Agreement");

**WHEREAS**, Owner wishes to utilize the Property as an attended donation center; and

**WHEREAS**, pursuant to Resolution dated September \_\_\_, 2013, City has expressly approved such intended use.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Agreement is hereby amended as follows:

1. Permitted Uses. The line item defining the permitted use of "Retail sales and services" set forth in Section 16 of the Agreement is hereby amended as follows. New text is underlined; all other text remains unchanged from the Agreement.

Retail sales and services, excluding sales or rentals of automobiles, motorcycles, trucks, motor homes or travel trailers, automobile driving schools, boat or mobile home sales and services. "Retail sales and services" shall include, without limitation, an attended donation center.

2. Continuing Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and Owner have caused this Amendment to be executed by a person duly empowered to bind them to perform their respective obligations hereunder the day and year first above written.

*OWNER SIGNATURE TO  
AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT*

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**OWNER:**

HESPOURI INVESTMENTS, LLC, a  
Florida limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to, affirmed, and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Hespouri Investments, LLC, a Florida limited liability company, who is \_\_\_ personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification.

*[PLACE NOTARIAL SEAL]*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*CITY SIGNATURES APPEAR ON FOLLOWING PAGE*

*CITY SIGNATURE TO  
AMENDMENT TO AMENDED P.U.D. DEVELOPER'S AGREEMENT*

Witnesses:

**CITY:**

City of Deltona Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

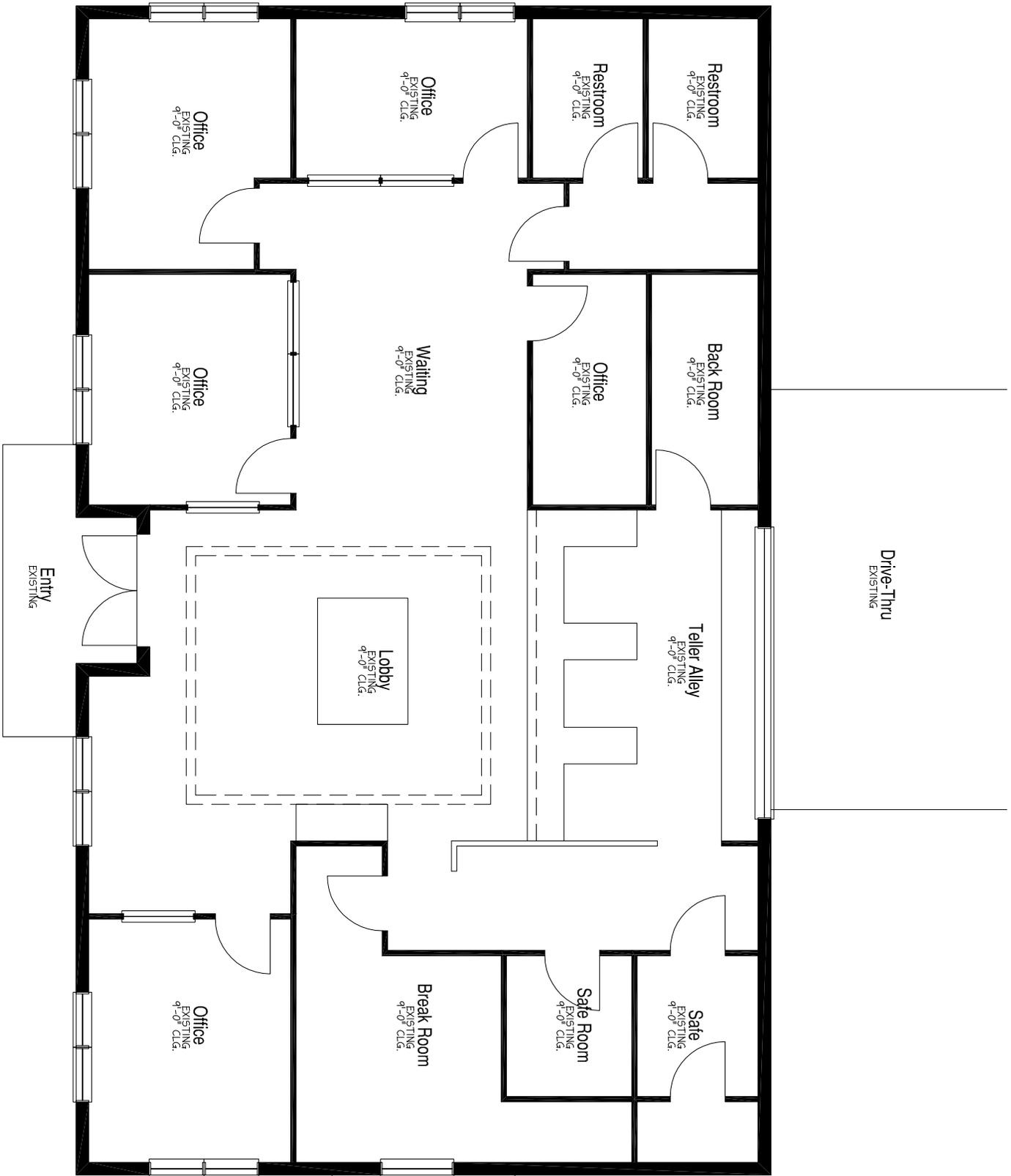
Sworn to, affirmed, and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of City of Deltona, who is \_\_\_ personally known to me or \_\_\_ who has produced \_\_\_\_\_ as identification.

*[PLACE NOTARIAL SEAL]*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

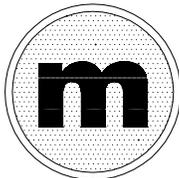


### Goodwill Donation Express

901 Doyle Rd. Deltona, FL 32725

**miller constuction services** FL reg. CBC1251569

8241 Via Bonita St. Sanford, FL (P)407-222-0692 124

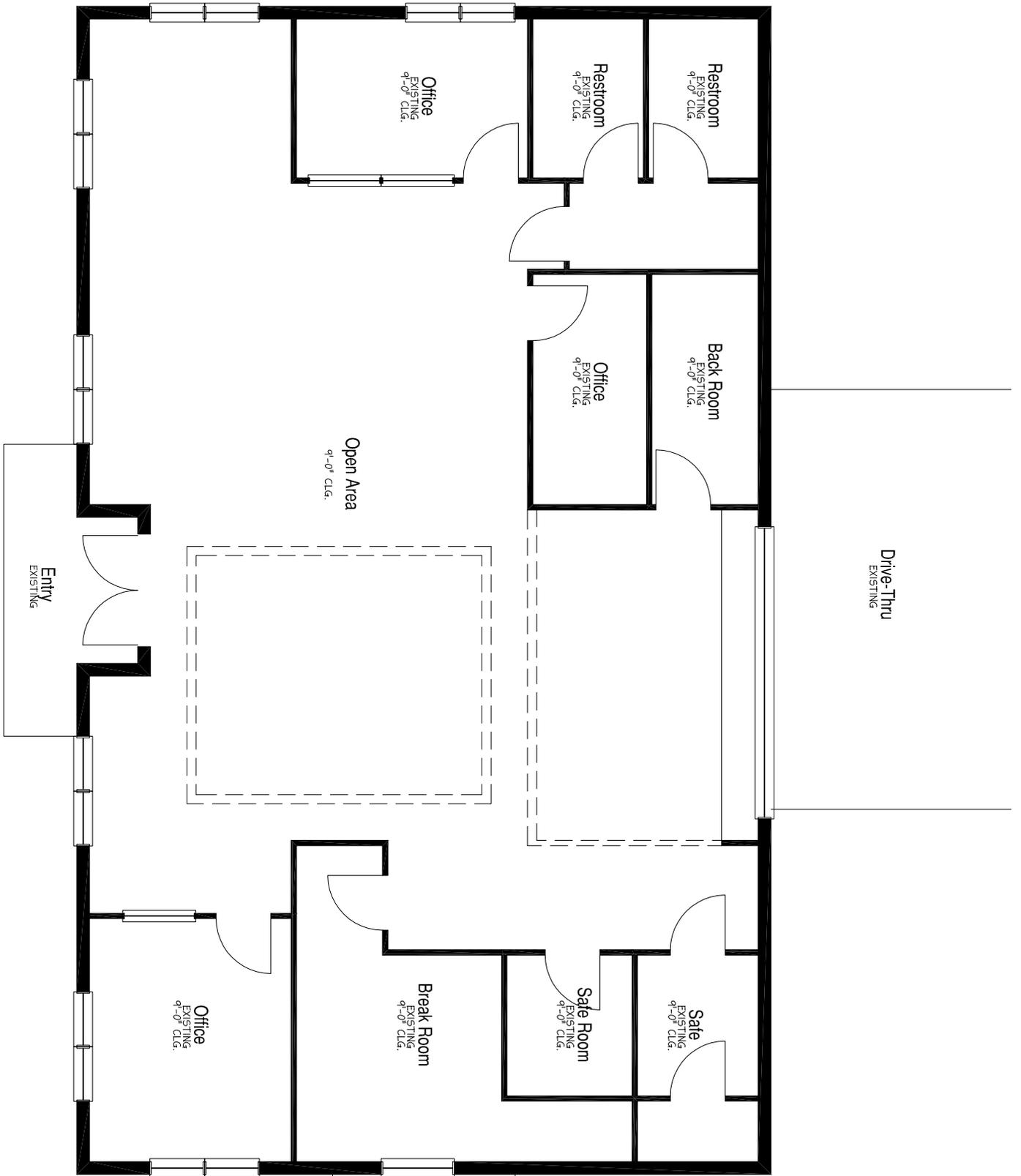


SHEET

# Plan

Item 8B

existing plan  
scale: N.T.S.



proposed plan

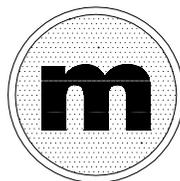
scale: NTS

### Goodwill Donation Express

901 Doyle Rd. Deltona, FL 32725

**miller constuction services** FL reg. CBC1251569

8241 Via Bonita St. Sanford, FL (P)407-222-0692 125



SHEET

# Plan

Item 8B



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013

**FROM:** William D. Denny, Acting City Manager                      **AGENDA ITEM:** 8 - C

**SUBJECT:** Ordinance No. 16-2013, Amending Section 46-26, Definitions; Amending Section 46-27, Participation – Conditions of Eligibility; Amending Section 46-29, Finances and Fund Management; Amending Section 46-34, Preretirement Death; and Amending Section 46-43, Maximum Pension, at first reading.

**LOCATION:**

N/A

**BACKGROUND:**

This is a revised proposed ordinance amending the City of Deltona Firefighters' Pension Plan, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 46-26, Definitions to amend the definition of Credited Service, Section 46-29, Finances and Fund Management, and Section 46-43, Maximum Pension, to comply with recent changes to the Internal Revenue Code (IRC) relating to tax qualified pension plans such as the plan. These amendments clarify language required by the IRC and are mandatory amendments.

**ORIGINATING DEPARTMENT:**

City Manager's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Acting City Manager, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

William D. Denny, Acting City Manager - That the Commission approve Ordinance No. 16-2013 at first reading and to schedule second and final reading for November 18, 2013.

**POTENTIAL MOTION:**

"I move to approve Ordinance No. 16-2013 at first reading

and to schedule second and final reading for November 18, 2013."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Ordinance No. 16-2013
- Letter from Christiansen & Dehner
- Letter from Foster & Foster

**ORDINANCE NO. 16-2013**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 46, ARTICLE II, FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA BY AMENDING SECTION 46-26, DEFINITIONS; AMENDING SECTION 46-27, PARTICIPATION - CONDITIONS OF ELIGIBILITY; AMENDING SECTION 46-29, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 46-34, PRE-RETIREMENT DEATH; AMENDING SECTION 46-43, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;**

**SECTION 1:** That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-26, Definitions, to amend the definition of *Creditable (or credited) years of service*, to read as follows:

\* \* \* \* \*

*Creditable (or credited) years of service* means the total number of years, and fractional parts of years, of service of any participant completed after October 1, 1997 omitting intervening years and fractional parts of years, when such participant may not be employed by the city. However, a participant may receive creditable years of service for service completed prior to October 1, 1997 under the plan under section 46-32, subject to the requirements and limitations contained therein. Service completed prior to October 1, 1997 that is credited pursuant to section 46-32 is sometimes referred to as "years of past service credit". However, no participant will receive credit for years or fractional parts of years of service for which he or she has withdrawn his or her accumulated contributions to the fund for those years or fractional parts of years of service, unless the participant repays into the fund the accumulated contributions he or she has withdrawn, with interest, as determined by the board, within 90 days after reemployment. Further, a participant may voluntarily leave his or her accumulated contributions in the fund for a period of five years after leaving the employ of the fire department, pending the possibility of being rehired by the same department, without losing credit for the time he or she was a participant. If he or she is not reemployed as a firefighter, with the same department within five years, his or her accumulated contributions shall be returned to him or her only upon his or her written request. If a participant who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a participant who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the participant and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board.

The years or fractional parts of a year that a participant performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a firefighter with the city to perform training or service, shall be added to his or her years of credited service for all purposes, including vesting, provided that:

- (1) The participant is entitled to reemployment under the provisions USERRA.
- (2) The participant returns to his or her employment as a firefighter within one year from the earlier of the date of his or her military discharge or his or her release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a participant dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the participant had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

\* \* \* \* \*

**SECTION 2:** That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-27, Participation - Conditions of Eligibility, to read as follows:

**Sec. 46-27. Participation--Conditions of eligibility.**

All full-time firefighters shall, as a condition of employment, become participants in this plan as of the later of the October 1, 1997 or his or her date of employment (or reemployment, if applicable) with the city. However, the fire chief shall have the option to participate in the plan or to participate in the City of Deltona General Employees' Pension Plan.

\* \* \* \* \*

**SECTION 3:** That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-29, Finances and Fund Management, subsection (g)(2)j, to read as follows:

\* \* \* \* \*

- j. The board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.

**SECTION 4:** That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-34, Pre-Retirement Death, subsection (b)(3), to read as follows:

\* \* \* \* \*

- (3) A spouse beneficiary may not elect an optional form of benefit pursuant to section 46-37. However, the board may elect to make a lump sum payment pursuant to subsection ~~(f)~~ (h) of section 46-37.

\* \* \* \* \*

**SECTION 5:** That Chapter 46, Article II, Firefighters' Pension Plan, of the Code of Ordinances of the City of Deltona is hereby amended by amending Section 46-43, Maximum Pension, to read as follows:

**Sec. 46-43. *Maximum pension.***

(a) *Basic limitation.* Notwithstanding any other provisions of this system to the contrary, the participant mandatory contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan participant may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan participant may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000),

subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) *Adjustments to Basic Limitation for Form of Benefit.* If the form of benefit without regard to any benefit increase feature is not a straight life annuity, then the Code Section 415(b) limit applicable at the annuity starting date is reduced to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit. If the benefit under the plan is other than the annual benefit described in subsection (a), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

- (1) For a benefit paid in a form to which section 417(e)(3) of the code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:
  - a. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or
  - b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

- (2) For a benefit paid in a form to which section 417(e)(3) of the code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:
- a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;
  - b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or
  - c. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code), divided by 1.05.
- (3) The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (1) and (2) above.
- (c) *Benefits Not Taken into Account.* For purposes of this Section, the following benefits shall not be taken into account in applying these limits:
- (1) Any ancillary benefit which is not directly related to retirement income benefits;

(2) Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

(3) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(d) *COLA Effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

(1) A participant's applicable limit will be applied to the participant's annual benefit in the participant's first calendar limitation year of benefit payments without regard to any automatic cost of living adjustments;

(2) thereafter, in any subsequent calendar limitation year, a participant's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(3) in no event shall a participant's benefit payable under the system in any calendar limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a participant's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

(e) *Other Adjustments in Limitations.*

(1) In the event the participant's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).

(2) In the event the participant's benefit is based on at least fifteen (15) years of credited service as a full-time employee of the fire or police department of the City, the adjustments provided for in (e)(1) above shall not apply.

(3) The reductions provided for in (e)(1) above shall not be applicable to disability benefits pursuant to Sec.46-35, or pre-retirement death benefits paid pursuant to Sec. 46-34.

- (4) In the event the participant's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection (a) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(f) *Less than Ten (10) Years of Participation or Service.* The maximum retirement benefits payable under this section to any participant who has completed less than ten (10) years of credited service with the City shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the participant's years of credited service and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 46-35 or pre-retirement death benefits paid pursuant to Sec. 46-34.

(g) *Participation in Other Defined Benefit Plans.* The limit of this section with respect to any participant who at any time has been a participant in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the participant has been a participant were payable from one plan.

(h) *Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.* Notwithstanding ~~the foregoing anything in this section 46-43~~, the retirement benefit payable with respect to a participant shall be deemed not to exceed the limit set forth in this subsection (h) of section 46-43 if the benefits payable, with respect to such participant under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable plan limitation year and for any prior plan limitation year and the City has not any time maintained a qualified defined contribution plan in which the participant participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of section 46-43 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

(i) *Reduction of Benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the participant's benefit under any defined benefit plans in which participant participated, such reduction to be made first with respect to the plan in which participant most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the participant participated, such reduction to be made first with respect to the plan in which participant most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such participant.

(j) *Service Credit Purchase Limits.*

- (1) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a participant makes one or more contributions to purchase permissive service credit under the system, then the requirements of this section will be treated as met only if:
- a. the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
  - b. the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).
- c. For purposes of applying subparagraph (j)(1)a., the System will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this subparagraph c., and for purposes of applying subparagraph (j)(1)b. the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph c.
- (2) For purposes of this subsection the term "permissive service credit" means service credit—
- a. recognized by the system for purposes of calculating a participant's benefit under the plan,
  - b. which such participant has not received under the plan, and
  - c. which such participant may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding clause (j)(2)b., may include service credited in order to provide an increased benefit for service credit which a participant is receiving under the system.

(k) *Contribution Limits.*

- (3 1) For purposes of applying the Code Section 415(c) limits in this subsection (j) which are incorporated by reference and for purposes of this subsection (k), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a calendar limitation year, except as noted

below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

- a. However, for calendar limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For calendar limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).
  - b. For limitation years beginning on and after January 1, 2007, compensation for the calendar limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the calendar limitation year that includes the date of the employee's severance from employment if:
    1. the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
    2. the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
  - c. Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.
- (4) 2) Notwithstanding any other provision of law to the contrary, the board may modify a request by a participant to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

- a. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
- b. If payment pursuant to subparagraph ~~(j)(4)a~~: (k)(2)a, will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the participant's contribution to an amount within the limits of that section or refuse the participant's contribution.

(3) If the annual additions for any member for a limitation year exceed the limitation under section 415(c) of the code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

(4) For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (k) shall not exceed the annual limit under section 401(a)(17) of the code.

~~(k)~~ (l) Additional Limitation on Pension Benefits. Notwithstanding anything herein to the contrary:

- (1) The normal retirement benefit or pension payable to a retiree who becomes a participant of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
- (2) No participant of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the participant is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

**SECTION 6:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Deltona.

**SECTION 7:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 8:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 9:** That this Ordinance shall become effective upon its adoption.

**PASSED ON FIRST READING,** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PASSED AND ADOPTED ON SECOND READING,** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Law Offices  
**Christiansen & Dehner, P.A.**

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

May 28, 2013

Mr. Dave Denny, Acting City Manager  
City of Deltona  
2345 Providence Blvd.  
Deltona, FL 32725

Re: City of Deltona Firefighters' Pension Plan

Dear Mr. Denny:

As you know, I represent the Board of Trustees of the City of Deltona Firefighters' Pension Plan. Enclosed please find a **revised** proposed ordinance amending the City of Deltona Firefighters' Pension Plan, which is recommended by the Board for adoption by the City Commission. This ordinance amends Section 46-26, Definitions to amend the definition of Credited Service, Section 46-29, Finances and Fund Management, and Section 46-43, Maximum Pension, to comply with recent changes to the Internal Revenue Code (IRC) relating to tax qualified pension plans such as this plan. These amendments clarify language required by the IRC and are mandatory amendments that must be made by September 30, 2013 to ensure the continuation of the plan's tax qualified status.

In this revised ordinance, further technical compliance amendments were made to Section 46-43, Maximum Pension. With these additional changes, the pension plan will comply with all required applicable IRC changes and updates.

In addition to the above mandatory changes, we have amended Section 46-27, Participation - Conditions of Eligibility, and Section 46-34, Pre-retirement Death, to remove an unnecessary word and to correct a section reference number.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a **revised updated** letter indicating that there continues to be no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm  
enclosure

cc: Patrick Donlan, with enclosure  
Lisa Spriggs, with enclosure

RECEIVED  
JUN 17 2013  
BY: \_\_\_\_\_

June 13, 2013

Board of Trustees  
City of Deltona  
Firefighters' Pension Board  
2345 Providence Boulevard  
Deltona, FL 32725

Re: City of Deltona Firefighters' Pension Plan

Dear Board:

In response to the letter from Scott Christiansen dated May 28, 2013, we have reviewed the proposed Ordinance (identified on page 11 as dm/del/fire/05-28-13.ord) amending the Plan to comply with recent changes to the Internal Revenue Code. We have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

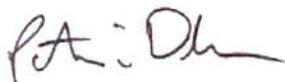
Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
P. O. Box 9000  
Tallahassee, FL 32315-9000

Patricia Shoemaker  
Municipal Police and Fire  
Pension Trust Funds  
Division of Retirement  
P.O. Box 3010  
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

Cc: H. Lee Dehner, Plan Attorney



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 11/4/2013  
**FROM:** William D. Denny, Acting City Manager      **AGENDA ITEM:** 8 - D  
**SUBJECT:** Resolution No. 2013-13, The 2012 Emergency Solutions Grant Award to assist in Homelessness Prevention.

**LOCATION:**

City-wide

**BACKGROUND:**

In 2012, the City contacted agencies about homelessness assistance and attended meetings to become more active in the Continuum of Care network beyond the on-going Point-in-Time Count conducted by the Volusia/Flagler County Coalition for the Homeless (the Coalition). The City was given the opportunity to partner with the Coalition on the 2012 Emergency Solutions Grant (ESG) application for the specific subheading of homelessness prevention. While the City was awarded the grant in April 2013, the final draft of the Agreement was provided by the Florida Department of Children and Families (DCF) this month to process.

The City qualified to assist in homelessness prevention by having a large percentage of residential homes, some occupied by renters. The program will provide a sliding scale to qualified applicants for rental assistance and utility bill payment. The greatest benefit will occur earlier in the grant cycle and less towards the end (June 30, 2014) to discourage long-term use of the grant and to be able to provide as much relief to more people as possible.

The City partnered with the Coalition to reduce homelessness in the City, to help residents transition from rental to permanent housing, and to become more active in the Continuum of Care network (a network of agencies focused on reducing homelessness). Resolution No. 2013-13 represents acceptance of the 2012 Emergency Solutions Grant from DCF.

**ORIGINATING**

<b>DEPARTMENT:</b>	Housing and Community Development
<b>SOURCE OF FUNDS:</b>	U.S. Department of Housing and Urban Development
<b>COST:</b>	\$104,500.00
<b>REVIEWED BY:</b>	City Attorney, Finance Director, Planning Director
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	Diane Hicks, Community Development Supervisor - Staff recommends approval of Resolution No. 2013-13 to accept the award of \$104,500.00 for the 2012 Emergency Solutions Grant, to contract with DCF, and to allow the City Manager to execute memorandums of understanding with partner agencies to assist in homelessness prevention in Deltona.
<b>POTENTIAL MOTION:</b>	"I move to approve Resolution No. 2013-13 to accept the award of \$104,500.00 for the 2012 Emergency Solutions Grant, to contract with DCF, and to allow the City Manager to execute memorandums of understanding with partner agencies to assist in homelessness prevention in Deltona."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Grant Award Letter</li> <li>• Resolution No. 2013-13: Emergency Solutions Grant Approval</li> <li>• DCF Agreement</li> <li>• Memorandum of Understanding with the Coalition</li> <li>• Memorandum of Understanding with the Neighborhood Center</li> </ul>



**State of Florida**  
**Department of Children and Families**

**Rick Scott**  
Governor

**David E. Wilkins**  
Secretary

April 8, 2013

Diane Hicks  
City of Deltona Planning & Dev.  
2345 Providence Blvd.  
Deltona, FL 32725

Dear Diane Hicks:

The U.S. Department of Housing and Urban Development has awarded to the Department the 2012 Emergency Solutions Grant. Based on the Department's approved Action Plan, the Secretary announced the award of the 2012 Emergency Solutions Grants to the top rated applicants.

On behalf of Secretary Wilkins, thank you for your interest in the Emergency Solutions Grant to provide homeless shelters to enable the homeless to transition into permanent housing, providing prevention activities to those families in imminent danger of losing their housing, or providing street outreach to those persons inhabiting places not meant for human habitation.

You have been awarded a grant in the amount of \$104,500 and the Department's contract manager will be contacting you shortly to begin the process to execute a grant agreement with your organization. Given budget authority for the grant, the most likely date for the grant to begin will be July 1, 2013. The term of your grant will end June 30, 2014.

This office is prepared to assist you, as needed, to successfully carry out your grant program. Please contact me at (850) 922-9850 if you have questions or concerns with the grant, or the new federal rules.

Sincerely,

Thomas Pierce,  
Director  
Office on Homelessness

Attachment: Notice of Grant Award  
CC: Gary Schwab

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

GARY SWAB

Award Notice  
Grant Solicitation LPZ09

1. Emergency Solutions Grant, Prevention Grant
2. Submission Window: December 20, 2012 to January 31, 2013
3. Contact Person:

Mia Parker  
Office on Homelessness  
Department of Children and Families  
1317 Winewood Blvd.  
Tallahassee, FL 32399-0700  
Phone: 850 717-4068  
Fax: 850-487-1361  
Email: Mia\_Parker@dcf.state.fl.us

4. Intended Grant Awards

<u>Applicant</u>	<u>Location</u>	<u>Grant Award</u>
Treasure Coast Homeless	Vero Beach	\$104,500
Community Coalition on Homeless	Bradenton	\$104,500
Wright Foundation	Marianna	\$104,500
Flagler County	Palm Coast	\$104,500
Salvation Army, Clay County	Middleburg	\$104,500
Community Connections	Jacksonville	\$100,000
Community Action Escambia	Pensacola	\$99,796
Highlands Co. Homeless Coalition	Avon Park	\$99,798
Families Count Pensacola	Santa Rosa County service area	\$99,798
River Region Human Services	Jacksonville	\$104,500
Families Count Pensacola	Okaloosa County service area	\$99,798
Jewish Family and Children's	Sarasota	\$99,798
Brevard CARES	Melbourne	\$104,134
Salvation Army, Broward	Ft. Lauderdale	\$104,500
Catholic Charities, Northwest FL	Okaloosa and Walton Counties service area	\$104,500
City of Deltona	Deltona	\$104,500
St Johns County	St. Augustine	\$104,500
Catholic Charities Monroe	Key West	\$35,000
Catholic Charities, St. Johns	St. Augustine	\$104,500
Families Count Pensacola	Bay County service area	\$99,798
Catholic Charities St. Augustine	Putnam County service area	\$104,500

**TOTAL AWARDS** \$2,091,920

5. Anticipated Effective date of awards:  
July 1, 2013

6. Notice of Appeal of Rights:

You must submit your written request for an administrative hearing to the Department at the following address:

Agency Clerk  
 Department of Children and Family Services  
 1317 Winewood Boulevard  
 Building 2, Room 204-X  
 Tallahassee, FL 32399-0700

Please note that a request for an administrative hearing must comply with section 120.569(2)(c), Florida Statutes, and Rule 28-106.201(2), Florida Administrative Code. Those provisions, when read together, require a petition for administrative hearing to include:

- The name and address of each agency affected and each agency's file or identification number, if known;
- The name, address, and telephone number of the petitioner;
- The name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- An explanation of how the petitioner's substantial interests will be affected by the agency determination;
- A statement of when and how the petitioner received notice of the agency decision;
- A statement of all disputed issues of material facts. If there are none, the petition must so indicate;
- A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

Section 120.569, Florida Statutes, and rule 28-106.201(4), Florida Administrative Code, require that a petition to be dismissed if it is not in substantial compliance with the requirements above.

**RESOLUTION NO. 2013-13**

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, TO ENTER INTO THE 2012 EMERGENCY SOLUTIONS GRANT (ESG) WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (DCF); AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUIRED FEDERAL AND STATE FORMS AND CERTIFICATIONS; AUTHORIZING THE ADMINISTRATION OF THE PROGRAM; PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Deltona, Florida, is an incorporated municipality in the State of Florida; and

**WHEREAS**, the City of Deltona, Florida, is a community with a high percentage of residential homes and a large population with some residents in need of housing assistance; and

**WHEREAS**, the City of Deltona, Florida, provides grant assistance to Deltona residents for affordable housing and housing subsidies; and

**WHEREAS**, the City of Deltona, Florida, was awarded \$104,500.00 from the U.S. Department of Housing and Urban Development (HUD) through the State of Florida Department of Children and Families (DCF) for homelessness prevention with matching funds to be provided through the Community Development Block Grant (CDBG); and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA**, as follows:

**Section One.** The 2012 Emergency Solutions Grant (ESG), attached hereto, is hereby approved.

City of Deltona, Florida  
 Resolution No. 2012-21  
 Page 2 of 2

**Section Two.** The City Manager is hereby authorized and empowered to execute the state and federal forms and certifications required as part of the 2012 Emergency Solutions Grant.

**Section Three.** The City Manager and his staff are hereby authorized to administer the 2012 Emergency Solutions Grant and to partner and work with agencies and organizations, such as the Volusia/Flagler County Coalition for the Homeless, to achieve the ESG.

**Section Four.** This Resolution shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS \_\_\_ DAY OF NOVEMBER, 2013.**

BY: \_\_\_\_\_  
 JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

\_\_\_\_\_  
 JOYCE RAFTERY, City Clerk

Approved as to form and legality for use  
 and reliance of the City of Deltona, Florida

\_\_\_\_\_  
 GRETCHEN R. H. VOSE, City Attorney

Contract No. NPZ08Client  Non-Client CFDA No. 14.231

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and City of Deltona, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of providing homeless prevention rental and utility assistance necessary to prevent an individual or family from becoming homeless, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This contract shall be effective on October 1, 2013 or the last date executed by a party, whichever is later. The performance period under this contract shall commence on October 1, 2013 or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2014 subject to the survival of terms provisions of Section 33.j hereof.
3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed \$104,500.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I through VII and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.
6. **Official Payee and Party Representatives**

<p>a. The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:  <u>Name: City of Deltona</u>  <u>Address: 2345 Providence Blvd.</u></p> <hr/> <p><u>City: Deltona State:FL Zip Code:32725</u>  <u>Phone: 386 878 8616</u>  <u>ext:</u></p>	<p>c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:  <u>Name: Gary Schwab</u>  <u>Address: 210 N. Palmetto Ave. Rm 447A</u></p> <hr/> <p><u>City: Daytona Beach State: FL Zip Code: 32114</u>  <u>Phone: 386 481 9272</u>  <u>ext:</u>  <u>e-mail: gary_schwab@dcf.state.fl.us</u></p>
<p>b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:  <u>Name: Diane Hicks</u>  <u>Address: 2345 Providence Blvd.</u></p> <hr/> <p><u>City: Deltona State:FL Zip Code:32725</u>  <u>Phone: 386 878 8616</u>  <u>ext:</u>  <u>e-mail: dhicks@deltonafl.gov</u></p>	<p>d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:  <u>Name: Diane Hicks</u>  <u>Address: 2345 Providence Blvd.</u></p> <hr/> <p><u>City: Deltona State: Zip Code:</u>  <u>Phone: 386 878 8616</u>  <u>ext:</u>  <u>e-mail:dhicks@deltonafl.gov</u></p>
7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.
8. **Independent Contractor, Subcontracting and Assignments.**
  - a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits

or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include

provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

**14. Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

**15. Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**16. Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

**17. Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

**18. Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

**19. Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

**20. Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

**21. Financial Consequences.** If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

**22. Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the

Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this contract will be deemed received regardless of such offset.

**23. Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .033333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

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

**25. Records, Retention, Audits, Inspections and Investigations.**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment II.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

**26. Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

**27. Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**28. Data Security.** The Provider shall comply with the following data security requirements:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
- c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the contract manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

**29. Financial Penalties for Failure to Take Corrective Action.**

- a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

**30. The Following Termination Provisions Apply to this Contract:**

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this contract becomes unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed.

**31. Transition Activities.** Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved

Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

**32. Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

**33. Other Terms**

a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. **Most Favored Party Status:** The Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31<sup>st</sup> of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.

l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

m. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;

- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

**a. Federal Law**

- i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
- ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
- iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
- v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

**b. Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Providers that have fifteen (15) or more employees.

**c. Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**d. Public Entity Crime and Discriminatory Contractors Pursuant to sections 287.133 and 287.134, F.S.,** the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**e. Health Insurance Portability and Accountability Act.** The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**f. Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**g. Support to the Deaf or Hard-of-Hearing**

- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
- ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at [https://fs16.fornsite.com/DCFuser/form3/secure\\_index.html](https://fs16.fornsite.com/DCFuser/form3/secure_index.html), by the 5<sup>th</sup> working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.
- iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
- iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
- vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.
- vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 35 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: City of Deltona

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: \_\_\_\_\_  
 Print/Type Name: William "Dave" Denny  
 Title: Acting City Manager  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print/Type Name: David J. Abramowitz  
 Title: Regional Managing Director  
 Date: \_\_\_\_\_

STATE AGENCY 29 DIGIT FLAIR CODE: N/A  
 Federal Tax ID # (or SSN): 593348668 Provider Fiscal Year Ending Date: 09/30.

## ATTACHMENT I

## A. SERVICES TO BE PROVIDED

## 1. Definition of Terms.

## a. Grant Agreement Terms.

Grant agreement terms used in this document can be found in the Florida Department of Children and Families' Glossary of Contract Terms, which are incorporated herein by reference and can be obtained at the following internet location:

<http://www.dcf.state.fl.us/admin/contracts/doc/GlossaryofContractTerms.pdf>

## b. Program or Service Specific Terms.

- (1) American with Disabilities Act (ADA) – Provides civil rights protection for persons who are considered disabled.
- (2) At Risk – This refers to individuals or families who are in imminent danger of becoming homeless.
- (3) Client – The individual to whom services are provided.
- (4) Emergency Shelter – Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general, or for specific homeless populations.
- (5) Emergency Solutions Grant (ESG) – Housing and Urban Development (HUD) federal program to assist agencies serving the homeless.
- (6) Essential Services – These are shelter services concerned with employment, health, drug abuse, and education. Essential services may include, but is not limited to, the following: assistance in obtaining permanent housing, medical, psychological and substance abuse counseling and supervision, employment counseling, vocational education and training; assistance in obtaining government or mainstream benefits such as Social Security disability and food stamps; legal aid services; life skills training; nutritional counseling; assistance in obtaining child care; and discharge planning. Essential services can also include staff salaries necessary to provide these services. Provision of essential services is required of any facility receiving Emergency Solutions Grant (ESG) funds.
- (7) Grant Agreement – Also referred to as Contract.
- (8) Homeless Prevention – These are activities or programs designed to prevent the incidence of homelessness such as the following:
  - a. integrated case management involving mediation or landlord-tenant disputes;
  - b. legal services for the representation of indigent tenants in eviction or foreclosure proceedings;
  - c. short term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices and payments to prevent eviction from the home; or

d. short-term subsidies for security deposits and/or first month's rent to permit individuals or families at risk of homelessness to obtain permanent housing.

- (9) Household Members – The individuals, related or not, currently residing with the client.
- (10) Housing and Urban Development (HUD) – A U.S. Department supportive program.
- (11) Integrated Case Management – These are activities where experienced outreach staff work collaboratively with other agencies/service entities to complete a comprehensive assessment of the client's situation and develop a subsequent service plan; and facilitate access to service providers (including facilitating acquisition of more appropriate housing when necessary) before the client becomes homeless.
- (12) Recipient – Also referred to as Provider
- (13) Referral Agencies – Social service agencies or medical facilities identified to meet the needs of the clients served under this grant agreement.
- (14) Vendor - This is a private nonprofit tax-exempt, secular or religious organization as described in section 501 (c) 3 of the Internal Revenue Code or a local government in the state of Florida, that will be responsible for carrying out the activities as outlined in the grant agreement. The term vendor may be used interchangeably with the term Recipient or Provider.

## 2. General Description.

### a. General Statement.

Services to be provided are those detailed by the Recipient in their response to Grant Application #LPZ09, dated December 2012, entitled "2012 Federal Emergency Solutions Grants for Prevention / Rapid Re-Housing, Shelter Facilities and Street Outreach. Both the Grant Application #LPZ09 and the Recipient's response are hereby incorporated by reference. The Recipient will receive funds to assist individuals and families who are either at risk of homelessness or who are currently homeless, through homeless prevention activities.

### b. Authority.

- (1) The Recipient must comply with Title 24, CFR, Part 576, Emergency Solutions Grants Program: Stewart B. McKinney Homeless Assistance Act (Code of Federal Regulations), and Chapter 287, Part I, Florida Statutes and Florida statutes 420.623, which are incorporated herein by reference and are available from the grant manager upon request.

For federal regulations governing the Federal ESG Program see HUD website to view and/or print regulation at:

<https://www.onecpd.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/>

- (2) Section 20.19, F.S. provides the authority for the Department to enter into an agreement for these services.

c. Scope of Service.

The Recipient shall deliver a comprehensive array of homeless prevention services to eligible individuals and families who are homeless or at risk of homelessness in Volusia County. These services include but are not limited to: integrated case management, limited legal services, short and medium term subsidies for rent, and utility debts, and subsidies for utility deposits and/or first month's rent.

d. Major Program Goals.

The goals of the Federal Emergency Solutions Grants Program (ESG) include:

- (1) Increasing the affordability of housing by providing decent and affordable housing to those that are homeless or at risk of homelessness.
- (2) Applying a comprehensive approach to services that is necessary to address the needs of those at risk of homelessness. This approach will address the various factors that contribute to the person's emergency situation in order to provide a Gestalt or holistic approach to homeless prevention.
- (3) To be consistent with HUD HMIS requirements, HMIS participation, including tracking specific outcomes.
- (4) Timely utilization of the funds to address the needs of homeless and those at risk of homelessness.

3. Clients to Be Served.

a. General Description.

Individuals and families in the State of Florida who are homeless or who are at risk of becoming homeless are the clients to be served under this grant agreement.

b. Client Eligibility.

In accordance with 24 CFR 576, the ESG Program serves a variety of homeless individuals and families and at risk of becoming homeless individuals and families.

c. Client Determination.

The Recipient shall be responsible for determining eligibility based on the definition of individuals that are homeless or at risk of homelessness as indicated in 24 CFR Part 576, as amended. However, in the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

d. Grant Agreement Limits.

The nature and number of homeless or at risk of homelessness clients to be served is limited to the total funding available through this grant agreement or the required match. This grant agreement

shall not exceed \$104,500.00, subject to the availability of funds. The number of clients to be served is an estimate only and the Department reserves the right to adjust the number of clients expected to be served.

B. MANNER OF SERVICES PROVISION

1. Service Tasks.

a. Task List.

The Recipient will perform the following tasks:

- (1) short and medium term subsidies to defray rent and utility debts for families that have received eviction or utility termination notices.
- (2) security deposits or first month's rent to permit individuals or families at risk of homelessness to obtain permanent housing.
- (3) If the Recipient will be using grant funds to provide short and medium term financial assistance, the following conditions must apply in order for the funds to be used in this way:
  - (a) there is an inability for the family to make the required payments;
  - (b) the assistance is necessary to avoid the eviction or termination of utility services;
  - (c) there is a reasonable prospect that the individual or family will be able to resume payments within a reasonable period of time; and
  - (d) the assistance will not supplant funding for preexisting homelessness prevention activities from other sources.

Note: These restrictions apply only to prevention funds being used for direct financial assistance.

- (4) All Recipients of ESG funds are required to provide information for the HUD Integrated Disbursement and Information System (IDIS) data reporting system. Information from the Status Report will be used in an effort to determine national as well as state performance standards for homeless services. Activities funded by ESG must comply with HUD's standards on participation, data collections and reporting under local HMIS (See 24 CFR Part 576.107). Domestic Violence service providers must not enter data into an HMIS but must use a comparable database. Information in the comparable data must not be entered directly into or provided to an HMIS.

b. Task Limits.

- (1) Ineligible homeless prevention activities include providing housing and/or providing direct payments to individual clients, providing long-term assistance beyond 24 months.
- (2) If a Recipient is a religious organization, ESG funds may not be used to support inherently religious activities such as worship, religious instruction, or proselytization. However, a Recipient that is a faith-based organization may still engage in such activities so long as they are

voluntary for program participants and occur separately in time of location from the activities directly funded through the ESG program.

2. Staffing Requirements.

a. Staffing Levels.

The Recipient shall maintain an adequate administrative organizational structure and support staff to discharge its contractual responsibilities.

b. Professional Qualifications.

The Recipient's staff shall meet the required level of education and training standards for the position(s) as established by the Recipient. Proof of professional education and training shall be maintained in the employee's file and provided to the Department upon request.

c. Staffing Changes.

The Recipient shall staff the project with key personnel identified in their response to Grant Application #LPZ09 who are considered by the Department to be essential to this project. Before changing any of the proposed individuals, the Recipient shall notify the Department of the change(s), the circumstances necessitating the change(s) and information on personnel of equal or superior qualifications that will be substituted for the diverted staff. The Department shall have five (5) days within which to object to any of the substitutes. If within five (5) days, the Department objects to the proposed substitute, the Recipient will continue to staff the project with the person to be diverted until a substitute is accepted by the Department. It will not be considered a breach of terms of the grant agreement when an acceptable substitute has not been found and the original staff person's employment has ceased.

d. Subcontractors.

Subcontractors will not be utilized for this grant agreement unless prior approval has been given from the Department. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Written requests by the Recipient to subcontract for the provision of service under this grant agreement will be routed through the grant agreement manager for Department approval.

3. Service Location and Equipment.

a. Service Delivery Location.

Administrative and Essential Support Services will be provided at:  
City of Deltona Human Services Department  
2345 Providence Blvd.  
Deltona, FL 32725

Case Management services will be provided at:  
The Neighborhood Center of West Volusia, Inc.  
434 South Woodlands Blvd.  
Deland, FL 32720

b. Service Times.

Prevention services will be available to those seeking assistance during normal business hours, Monday – Friday, 8 am until 5 pm and those hours deemed necessary by the recipient to meet the needs of clients seeking services.

c. Changes in Location.

Service delivery location shall not be changed without the prior written approval of the grant manager, subject to the requirements of federal regulations governing service delivery location as specific in Title 24, part 576, Code of Federal Regulations.

d. Equipment.

It is the responsibility of the Recipient to determine what equipment will be necessary to provide services under this grant agreement.

4. Deliverables.

a. Service Units.

For purposes of this grant agreement a unit of service is one month of prevention services as described in Attachment I, Section B.1.a., Task List. The initial service unit may be a partial unit based on date grant agreement is executed.

b. Records and Documentation.

- (1) To the extent that information is utilized in the performance of the grant agreement or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the Recipient’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of grant agreement which entitles the Department to unilaterally cancel the grant agreement. The Recipient will be required to promptly notify the Department of any requests made for public records.
- (2) Unless a greater retention period is required by state or federal law, all documents pertaining to the program under this grant agreement shall be retained by the Recipient for a period of six (6) years after the termination of the grant agreement or longer as may be required by any renewal or extension of the grant agreement. During the records retention period, the Recipient agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format (currently Microsoft Word 6.0). If this standard should change, the Recipient must change to the new format at no additional cost to the Department. Data files must be provided in a format readable by the Department.

- (3) The Recipient agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Recipient further agrees to hold the Department harmless from any claim or damage, including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Recipient of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.
- (4) The Recipient shall maintain all records required to be maintained pursuant to the grant agreement in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
- (5) Records necessary to document data required for status reports as required by the Department’s Office on Homelessness must be maintained in files that coincide with the report periods specified in Section B.4.c., Reports. These records may be maintained manually or electronically.

c. Reports.

- (1) The Recipient will submit requested reports as follows:

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Person to Receive Report
Invoice	Monthly	Within <u>20 days</u> following the end of the month for which reimbursement is requested.	One	DCF Grant Manager
Status Report	Monthly	Within <u>20 days</u> following the end of the preceding month.	One	DCF Grant Manager
Quarterly Performance Report	Quarterly	10/20/2013, 1/20/2014, 4/20/2014, 7/20/2014	One	DCF Grant Manager
Annual Performance Report	Annually	7/20/2014	One	DCF Grant Manager
HUD Annual Performance Report (copy submitted by CoC)	Annually	15 <sup>th</sup> of month following the date due to HUD	One	DCF Grant Manager

- (2) Receipt by the Department shall not mean or imply acceptance. Acceptance of these reports is a separate act. The Department reserves the right to reject as incomplete, inadequate, or unacceptable according to the parameters set forth in this grant agreement. The Department, at its option, may allow additional time within which the Recipient may remedy the objections noted by the Department or the Department may, after having given the Recipient a reasonable opportunity to complete, made adequate, or acceptable, declare this grant agreement to be in default.
- (3) Additional reports may be requested at the discretion of the Department or as required by the federal government.

(4) The Status Report – shall capture the following information:

(a) Monthly – the number of individuals and families that received ESG assistance during the month. The format of the monthly report is at the discretion of the Recipient with prior approval of the DCF Grant Manager.

(b) Quarterly – format and information to be captured to be determined by the Department’s Office on Homelessness.

(c) Annual – format and information to be captured to be determined by the Department’s Office on Homelessness.

5. Performance Specifications.

a. Performance measures.

The following performance measures will be reported by the Recipient of ESG funds and are the acceptable minimum levels of service:

(1) One hundred percent (100%) of the clients served must be determined eligible in accordance with Title 24, CFR, Part 576.

(2) One hundred percent (100%) of all clients served case files must contain eligibility supporting documentation in accordance with Title 24, CFR, Part 576.

(3) The ratio of ESG funds received to the number of ESG match provided shall be equal to or greater than 1:1.

(4) At least thirty-five percent (35%) of the participants served remain in permanent housing six months following the last assistance provided under this grant agreement.

(5) A reduction in the number of households with children who are homeless in the local Continuum of Care (CoC).\*

(6) The minimum number of households to be served during the term of this grant agreement is ten.

\* For this baseline-year measure, the Department agrees not to pursue any corrective action progressive intervention stemming from performance on this measure during the baseline period.

b. Description of Performance Terms.

The state will report outcome performance in a manner consistent with the HUD Outcome Performance Measurement System. Reporting through the status report is critical to overall state performance as reported in the HUD Integrated Disbursement and Information System and is subject to a performance standard of 100%.

c. Performance Evaluation Methodology.

(1) # clients served who are determined eligible  
\_\_\_\_\_ = 100%  
The total # clients served

- (2) # clients served case files containing eligibility determination supporting documentation  


---

The total # clients served
= 100%
  
- (3) Amount of ESG Match  


---

≥ 100%
  
- (4) # clients served remain in permanent housing six months following the last assistance provided  


---

The total # clients served
≥ 35%
  
- (5) # of households with children who are homeless in the CoC as of 06/30/14  


---

# of households with children who are homeless in the CoC as of 03/01/13
Less Than
  
- (6) Total number of households to be served during the term of this grant agreement is equal to or greater than ten (10).
  
- (7) Performance Standards Statement: By execution of this grant agreement the Recipient hereby acknowledges and agrees that its performance under the grant agreement must meet the standards set forth above and will be bound by the terms and conditions set forth below. If the Recipient fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the Recipient to achieve compliance with the standards. If the Department affords the Recipient an opportunity to achieve compliance, and the Recipient fails to achieve compliance within the specified time frame, the Department must cancel the grant agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Recipient Responsibilities.

a. Recipient Unique Activities.

- (1) The Recipient is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B.1.a., above.
- (2) By execution of this grant agreement the Recipient recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- (3) The Recipient is also responsible for demonstrating its compliance with all federal requirements and regulations governing the ESG program listed in 24 CFR 576.
- (4) Prior to employment, the Recipient will complete a local criminal records check through the local law enforcement agency, employment history checks and checks of reference. The Recipient will maintain these records in the employee's personnel file. The Recipient and the Department agree that individuals who are found to have criminal records must be approved by the Regional

Managing Director or their designee before the employee may begin or resume providing services to families.

- (5) Recipient will establish a written grievance policy to handle client eligibility and service delivery complaints.
- (6) In accordance with CFOP 60-16, meetings, conferences and seminars will be accessible to persons with sensory, speech or mobility impairments. When meetings, conferences or seminars are scheduled, information will be included in the advertisements, conference registration materials or meeting notices that sensory impaired participants will be provided with necessary auxiliary aids at no cost to them.

b. Coordination With Other Providers/Entities.

The Recipient agrees to coordinate service delivery to homeless individuals served by this grant agreement within Department of Children and Families, Northeast Region, by maximizing collaboration with other service providers in the respective communities served. For example:

- (1) The Recipient shall be a member of the appropriate homeless coalition covering the area served by the Recipient, shall actively participate in coalition activities, and shall coordinate its efforts with those of the homeless coalition.
- (2) If there is a homeless continuum of care in the geographic area within which the Recipient is located, the Recipient shall collaborate and be a full and active participant in this multi-agency continuum. Such continuums typically contain components for homeless outreach, emergency shelter, transitional and supported housing for special needs populations, permanent housing, and support services needed by homeless people at each phase of the continuum.
- (3) The Recipient shall coordinate with other service providers, to ensure that all of the client's barriers to maintain a residence are addressed in concert with one another; to ensure maximum utilization of available resources.
- (4) The failure of other entities does not alleviate the successful Recipient from any accountability for tasks or services, which the Recipient is obligated to perform pursuant to the grant agreement.
- (5) The Recipient shall participate fully in the Homeless Management Information System (HMIS).

7. Department Responsibilities.

a. Department Obligations.

- (1) The Department will inform the Recipient of any news that impacts the services to be provided in a timely manner.
- (2) The Department will provide technical assistance to the Recipient as deemed necessary by the Department, upon request of the Recipient.

b. Department Determinations.

The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by the Department either directly or through this grant agreement.

c. Monitoring Requirement.

Programmatic and administrative monitoring will be performed during the grant agreement period in accordance with CFOP 75-8, Policies and Procedures of Contract Oversight, a copy of which may be obtained from the grant manager, upon request.

C. METHOD OF PAYMENT

1. This is a cost reimbursement grant agreement. This is a grant agreement for up to one (1) year. Payment for Prevention services October 1, 2013 or upon execution through June 30, 2014, shall not exceed \$104,500.00 and are subject to the availability of funds.
2. The Recipient shall request reimbursement on a monthly basis through submission of a properly completed invoice, Attachment VI, within 20 days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The invoice and the documentation must be submitted to the grant manager.
3. Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the Approved Line Item Budget Attachment IV and Budget Narrative Attachment V, or in the approved revised line item budget, per the following Section C.4.
4. Budget changes.

The Recipient must submit to the Department a request of budget changes along with the revised budget document reflecting changes between line items and categories, and receive Department approval prior to a change being implemented. Such changes between line items and categories may be allowed if the following conditions are met:

- a. There is no change in the scope or objectives of the grant agreement;
- b. The change does not increase or decrease the original dollar amount of the total budget;
- c. There is another category/line item in the budget from which funds can be shifted;
- d. The change does not involve establishing a new category or line item.

Budget changes which do not meet the above conditions will require a properly executed grant agreement amendment signed by the Recipient and the Department on or before the effective date for implementation of the specific change.

5. If any compensation under this grant agreement is based on Recipient costs, in order to be recognized for such purposes, all such costs must be of a type authorized by Attachment I, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this grant agreement. Additionally, cost reimbursement remains subject to any grant agreement terms relating to performance and other conditions affecting compensation. Except as otherwise provided in Attachment I, to the extent that administrative, overhead or similar costs are recognized for purposes of compensation, such costs are limited to recurring costs normally and prudently

incurred in the ordinary course of business in the delivery of services under this grant agreement and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events, regardless of cause. Furthermore, recovery of any cost is barred by the indemnity provisions of this grant agreement to the extent resulting from any imprudent or negligent act or omission of the Recipient, its agents, employees or subcontractors.

6. The Department will have up to five (5) working days from receipt of the invoice to approve or disapprove deliverables. Disapproval of deliverables will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection of deliverables and corrective actions that must be taken by the Recipient in order to process the invoice for payment. The Recipient will have fifteen (15) days from the rejection of the initial invoice to correct and resubmit the deliverables.
7. If no services are due to be invoiced from the preceding month, the Recipient shall submit a written document to the Department indicating this information within thirty (30) days following the end of the month.
8. Supporting Documentations Requirements.

Documentation of all expenses incurred under a cost reimbursement grant agreement must accompany the properly completed invoice. Documentation includes, but is not limited to, the following:

- a. Professional Services Fees on a Time/Rate Basis: The invoice must include a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. When an employee of the Recipient is not working 100% of his time on the grant agreement, payroll registers, timesheets, or a timelog detailing the hours represented on the invoice is required and must be submitted as backup documentation. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.
- b. Postage and Reproduction Expenses: Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchase for all in house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- c. Expenses: Receipts are required for all expenses incurred, (i.e., office supplies, printing, long distance telephone calls, etc.).
- d. Direct Client Services Expenses: Reimbursement of costs for direct client services must be supported by documentation.
- e. Travel: For all travel expenses, a Department travel voucher, Form DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

Conference Travel. Conference travel reimbursement requests must also include an Authorization to Incur Travel Expenses (Form DBF-AA-13) or a state approved equivalent, a copy of the agenda. Benefits to the state must be documented on the form DBF-AA-13 for payment to be reimbursed.

Prior approval must be obtained from the grant manager for out-of-state travel and all conference related expenses on the Form DBF-AA-13 or the state approved equivalent.

9. Service Delivery Documentation.

The Recipient must maintain records documenting the total number of participants and names (or unique identifiers) of participants to whom prevention services were provided and the date(s) on which services were provided so that an audit trail documenting services is available.

10. Required Match.

Since this project is funded by a Federal ESG for the homeless from the U. S. Department of Housing and Urban Development (HUD) and pursuant to Title 24, Part 576.51, Code of Federal Regulations, a match of 100 percent (100%) of the grant award is required on the part of the Recipient. The Recipient is required to satisfy the match of at least \$104,500.00. Documentation of match will be maintained by the Recipient. Match data will be reported in Quarterly and Annual Status Reports as determined by the Department's Office on Homelessness due to the Department within 20 days following the end of each quarter or year as outlined in Section B.4.c.(1).

The Recipient must be able to match 100% of the ESG funds requested in their proposal. Matching sources become eligible to be counted toward the match requirement of this grant only upon the date of the grant award to the Recipient. Non-recurring sources of match used to match a previous ESG award may not be used to match a subsequent ESG award. Match sources being counted toward other grants may not be counted toward the ESG match requirement.

11. Financial Consequences.

Although the goal of this grant agreement is to fully meet all performance measures in Section B.5., failure to meet at a minimum 90% of these goals shall require financial penalties to be assessed by the Department. The cost reimbursement invoice shall be assessed a value of 2% financial penalty and shall be deducted from the next invoice submitted for reimbursement. If failure occurs at the end of the grant term, the Recipient will be penalized 2% of the final invoice. The Recipient shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the grant manager. If the Recipient fails to reimburse the Department, the Department has the right to refuse any new grant agreement or contract until said reimbursement is received. As referenced in Section B.5.a., performance measure (5) will not be assessed a financial penalty as the Department is collecting baseline data during this fiscal year.

12. MyFloridaMarketPlace Transaction Fee.

This grant agreement is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032(1)(e), F.A.C.

D. SPECIAL PROVISIONS

1. Competitive Bidding/Related Party Transactions.

In the purchase or procurement of all supplies and services necessary for this grant agreement (including the lease of space for use in the performance of this grant agreement), the Recipient agrees to obtain such goods or services at the lowest practical cost, The Recipient shall utilize procurement procedures that are

in accordance with guidelines contained in OMB Circular A-133 Compliance Supplement, which shall include the use of competitive bidding practices to the maximum extent practical.

The Recipient agrees that it will not purchase, lease, or otherwise procure goods, services, or leased space with any officer, agent or employee of the Recipient or with any business entity which employees, uses, or has substantial ownership by any officers, agents, or employees of the Recipient, unless such purchases or other procurements are in compliance with the competitive procurement provisions indicated above.

Further, regardless of the source of funding, the Recipient agrees to comply with the provisions for all applicable state of federal cost principles, or the provisions of OMB Circular A-122 where other cost principles do not apply.

2. Mandatory Reporting Requirements.

- a. The Recipient and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Recipient, and of any subcontractor, providing services in connection with this grant agreement who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the grant manager; and 2) other reportable incidents shall be reported to the Department’s Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The Recipient and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the grant manager.

Reportable Incidents per CFOP 180-4 are:

- (1) Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
- (2) Fraud;
- (3) Theft;
- (4) Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter’s name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc) immediately upon confirmation by the circuit;
- (5) Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);
- (6) Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the Internet to conduct personal business as defined by policy, etc.);
- (7) Failure to report known or suspected neglect or abuse of a client;
- (8) Improper expenditure or commitment of public funds;
- (9) Grant mismanagement by a Department employee or by a contractor, subcontractor, or employee of either (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of

egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);

- (10) Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN) system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);
- (11) Any violation under Chapter 435, F.S., Employment Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,
- b. Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies. When a facility employee who has client related duties is suspected of abuse/neglect, the Recipient agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The Recipient shall take appropriate personnel action to ensure the maximum protection of Department of Children and Families clients. Nothing in this section shall be construed to in any way limit or abridge the right of the Department, pursuant to Chapter 39, F.S., to restrict access to children in care by a subject of an abuse or neglect report.

3. Dispute Resolution.

It is expected that the Recipient and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting the grant agreement. Within five (5) working days of the execution of a grant agreement for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolutions, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

4. Facility Standards.

The Recipient agrees that any facility used in the provision of services pursuant to the grant agreement shall comply with state and local fire and health codes, Americans with Disabilities Act (ADA) standards, and all other codes which would apply if space so utilized were owned or leased by the state.

- 5. This grant agreement is written for a period of less than one year because the federal grant funding is only available until June 30, 2014.

6. Health Insurance Portability and Accountability Act.

In compliance with 45 CFR s.164.504(e), the Provider, also referred to as Recipient, shall comply with the provisions of Attachment VII to this Grant Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Recipient or its subcontractors incidental to Recipient's performance of this Grant Agreement.

## ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

### AUDITS

#### PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-

102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

### PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families ( 1 electronic copy and management letter, if issued )

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Email address: [single\\_audit@dcf.state.fl.us](mailto:single_audit@dcf.state.fl.us)

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

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

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

Attachment III

## CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

2/1/13  
\_\_\_\_\_  
Date

Charles Brewer, Director of Planning  
\_\_\_\_\_  
Name of Authorized Individual

NPZ08  
\_\_\_\_\_  
Application or Contract Number

City of Deltona  
\_\_\_\_\_  
Name of Organization

2345 Providence Blvd, Deltona, FL 32725  
\_\_\_\_\_  
Address of Organization

**Attachment IV  
Approved Budget**

<b>1.</b>	<b>Rapid Re-Housing</b>		
	A.	Rental Assistance	
	B.	Housing Relocation and Stabilization	
		i.	Financial Assistance Costs
		ii	Services Costs
<b>2.</b>	<b>Homeless Prevention</b>		
	A.	Rental Assistance	\$50,000.00
	B.	Housing Relocation and Stabilization	
		i.	Financial Assistance Costs
		ii	Services Costs
<b>3.</b>	<b>HMIS</b>		
	A.	Cost of contributing data to HMIS for Continuum of Care	\$2,500.00
	B.	HMIS Lead Agency Costs for hosting and maintaining system	
	C.	Victim Services provider costs for comparable database	
<b>4.</b>	<b>Administrative Costs [Cap 4.5%]</b>		
	A.	Local government	\$4,500.00
	B.	Private non-profit organization	
		<b>TOTAL BUDGET</b>	<b>\$104,500.00</b>

## Attachment V

### Budget Narrative

**Rent Assistance** – to assist clients with funding for rent. Assistance may be for current rent or rental arrears including late fees.

**Financial Assistance Costs** – to assist clients with;

Utility Assistance - may include current utility and utility bills in arrears including late fees.

Rental Application Fees

Rental Security Deposits

Utility Deposits

In accordance with 24CFR, any combination of the above assistance may be provided as long as the total does not exceed 24 months of assistance in any 3 year period (including any payment for last month's rent or for utility payments, this includes 6 months of payments for arrears).

**Case Management**- case management to be subcontracted to the Neighborhood Center of West Volusia, Inc., at a rate of per \$20.00 an hour to be billed monthly.

**HMIS (Homeless Management Information System)** – to cover the cost of data input to HMIS by the local Homeless Coalition at \$227.00 a month to be billed quarterly.

**Administrative Costs** – to cover the cost of program administration, invoicing and quality assurance. Funding will be for 20% of one full time position per pay period, salary & FICA.

**The maximum level of financial assistance to an eligible household;**

Rental Assistance – maximum of \$1,000.00 per month for up to 12 months.

Rental Arrears – a onetime payment, maximum of \$1,000.00 per month up to 3 months, may include late fees.

Rental Security Deposits – maximum of \$1,000.00 (up to two months (\$2,000.00) only if required by landlord).

Utility Assistance – maximum of \$500.00 per month per utility (for gas, electric, water and sewage only).

Utility Deposits – amount as required by utility company.

Utility Arrears – a onetime payment, maximum of \$500.00 per month per utility up to 3 months, may include late fees.

**Attachment VI  
INVOICE FORMAT**

Provider: City of Deltona  
 Address: 2345 Providence Blvd., Deltona, FL 32725  
 FEID# 59-3348668-006  
 Grant # NPZ08

Categories/Line Items	Approved Budget Amount	Expenditures for the Month of	Expenditures Paid To Date	Grant Award Balance
<b>Category 1: Rapid Re-Housing (obj 790064)</b>				
Rental Assistance (past and current rent)				
Financial Assistance Costs (past and current utility payments)(rental & utility deposits)				
Service Costs (case management salary)				
<b>Sub Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Category 2: Homeless Prevention (obj 790067)</b>				
Rental Assistance (past and current rent)				
Financial Assistance Costs (past and current utility payments)(rental & utility deposits)				
Service Costs (case management)				
<b>Sub Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Category 3: HMIS (obj 790066)</b>				
Cost of HMIS data input				
<b>Category 4: Administration (obj 790065)</b>				
Salary for program administrator				
<b>Grand Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify the above to be accurate and in agreement with the books and records of the agency named above.  
 All expenditures have been matched by 100% of other expenditures.

Prepared/Certified by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

For Department Use Only:

DCF Circuit	Initial	Date	
1. Goods/SVCS Received			
2. Invoice Received			
3. Goods/SVCS Inspected and Approved			
ORG / OBJ	EO	OCA	Grant #
60303200209	E3	ESG13	NPZ08
Signature:			
Date:			

note: DCF reserves the right to revise this format without amending the grant agreement.

Object Code	Amount
790064	
790067	
790066	
790065	

## ATTACHMENT VII

This Attachment contains the terms and conditions governing the Recipient's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Recipient, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Recipient.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Recipient creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Recipient shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

- information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DELTONA  
AND THE NEIGHBORHOOD CENTER OF WEST VOLUSIA, INC.**

This Memorandum of Understanding (MOU) between the City of Deltona (hereinafter referred to as Deltona) and the Neighborhood Center of West Volusia, Inc. (hereinafter referred to as Neighborhood Center) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, for the Emergency Solutions Grant (ESG) program administration through this Agreement for the said parties to provide service delivery to ensure the successful execution and management of the ESG grant.

**I. Scope of Work**

Both parties agree that the Neighborhood Center will send a monthly bill to Deltona for billable hours at a rate of \$20.00 per hour and, with terms as listed below, and will provide the following services to Deltona in administration of the ESG Program, subject to the availability of funds:

***Case Management (defined)** – services in this category include, but are not limited to: intake, screening, needs assessments, coordination of services to provide for homelessness prevention, and other components relating to case management activities.*

Included in the parameters of these services are the following functions, which are tasks to be conducted by the Neighborhood Center, but will not be invoiced to Deltona:

- 1) Provide advertising, outreach and promotion of the program, as needed, to generate publicity and to encourage participation in the program. These services are included as a required responsibility. The Neighborhood Center will not be compensated for this activity.
- 2) Submit intake and eligibility determination documentation, eviction notices, utility bills/security deposit requests for payments to landlords, vendors, and utility companies, etc., as needed, to the City for processing. The Neighborhood Center will not be compensated for this activity.

- 3) Submit data, as needed, to complete all reports required of Deltona by the Florida Department of Children and Families (DCF).

## **II. Billing Rates and Requests for Checks**

The billing rate for case management shall be billed at a fee of \$20.00 per hour and not to exceed 137.5 hours and \$2,750.00 per month. This fee shall be for all services listed above under the "Case Management" heading. Invoices submitted to Deltona for payment must include pertinent information to ascertain clients' intake protocol and eligibility for services.

All requests for vendor checks (i.e., landlords, utility companies, etc.) shall be sent to Deltona that provides a minimum of two (2) business-days' notice for processing and must include the following information: payer's name, payer's address, amount, purpose, and the client on behalf of whom the payment is made.

## **III. Staffing Requirements**

The Neighborhood Center shall maintain an adequate administrative organizational structure and support staff to discharge its responsibilities under this Agreement. The Neighborhood Center's staff shall meet the required level of education and training standards for the position(s), as established by the Neighborhood Center. Proof of professional education and training shall be maintained in the employee's file and provided upon request. Case management staff shall have all background checks and training (HIPAA and HHS Deaf and Hard of Hearing), as required in the DCF Standard Contract and Attachment I, completed before the start date of this Agreement.

## **IV. Subcontracting**

Subcontractors for case management under this Agreement are not authorized.

## **V. Coordination with other Providers/Entities**

The Neighborhood Center shall coordinate with other service providers to ensure that all of the client's barriers to maintain a residence are addresses in concert with one another and to ensure maximum utilization of available resources. The failure of other entities does not

alleviate the Neighborhood Center from any accountability for tasks or services that the Neighborhood Center is obligated to perform pursuant to this Agreement.

## **VI. Statutory Regulations and Responsibilities**

Services to be provided are detailed above by the City of Deltona, also referred to as the Recipient, in their response to Application Grant #LPZ09, dated December 2012, entitled “2012 Federal Emergency Solutions Grants for Prevention/Rapid Re-Housing, Shelter Facilities and Street Outreach.” The DCF Standard Contracts and all attachments to the Standard Contracts (seven in total), Application Grant #LPZ09, and the Recipient’s response, are hereby incorporated by reference. The Neighborhood Center, as the Subrecipient, will receive payments to assist individuals and families who are at risk of homelessness through the provision of homeless prevention activities. The Subrecipient must comply with Title 24, CFR, Part 576, Emergency Solutions Grants Program: Stewart B. McKinney Homeless Assistance Act (Code of Federal Regulations), and Chapter 287, Part I, Florida Statutes and Florida Statutes 420.623, which are incorporated herein by reference, and the above-referenced documents.

The Neighborhood Center will be responsible for compliance with all statutory rules and requirements under the U.S. Department of Housing and Urban Division (HUD) operations for the ESG, the State of Florida DCF, and all applicable local, State, and Federal regulations for this grant. In addition, the Neighborhood Center must also comply with the Health Insurance Portability and Accountability Act (HIPPA), as per the attached.

## **VII. Right to Terminate**

Both parties mutually agree that the conditions of this MOU are an agreement to perform the services, as indicated. If for any reason either party expresses a desire to terminate this Agreement, a sixty (60) day notice shall be given, in writing, by the party seeking to terminate.

### **VIII. Invoicing Process**

The Neighborhood Center shall submit invoices on a monthly basis within fifteen (15) days following the end of the month, for which reimbursement is being requested. Invoices submitted for payment must include the pertinent information, including: type of services rendered; number of units; budget amounts; starting date and year-to-date; identified administration; and case management costs. Invoices should be mailed to the address listed below:

City of Deltona  
 Attn: Accounts Payable  
 2345 Providence Blvd.  
 Deltona, FL 32725

### **IX. Program Contact Information**

All questions, comments, inquiries pertaining to this MOU shall be addressed to: Ms. Diane D. Hicks, Community Development Supervisor, [dhicks@deltonafl.gov](mailto:dhicks@deltonafl.gov), 386-878-8616.

The parties to this MOU both agree to terms and acknowledge acceptance of such terms.

#### **CITY OF DELTONA**

---

William “Dave” Denny, Acting City Manager

Date

#### **NEIGHBORHOOD SERVICE CENTER OF WEST VOLUSIA, INC.**

---

Susan Clark, Executive Director,

Date



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 11/4/2013

**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - A

**SUBJECT:** Consideration of appointment of one (1) member to the Economic Development Advisory Board (Commissioner Nabicht's appointment).

**LOCATION:**

N/A

**BACKGROUND:**

Rob Field has resigned from his position, effective July 25, 2013. Mr. Field was appointed by Commissioner Nabicht.

Staff has run press releases, posted the opening on D-TV and the City's web page, and on bulletin boards throughout the City parks. To date the City has received applications from the following interested individuals: Raphael Gomez, Barnard Jones, Donald Mair, Maribel Montanez, Debbie Soto and Richard Williams.

**ORIGINATING DEPARTMENT:**

City Clerk's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Clerk

**STAFF RECOMMENDATION PRESENTED BY:**

City Clerk Joyce Raftery - that the Commission confirm Commissioner Nabicht's appointment to the Economic Development Advisory Board.

**POTENTIAL MOTION:**

"I move to confirm the appointment of the following individual \_\_\_\_\_ for the remainder of the term to expire May 21, 2014."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Rob Field Resignation
- Application - Raphael Gomez
- Application - Barnard Jones
- Application - Donald Mair
- Application - Maribel Montanez
- Application - Debbie Soto
- Application - Richard Williams

Rob Field  
1194 N. Old Mill Dr.  
Deltona, FL 32725  
July 25, 2013

Acting City Manager Dave Denny  
City of Deltona  
2345 Providence Boulevard  
Deltona, FL 32725

Mr. Denny:

While my use of the media to air the serious transparency and accountability issues on Deltona's Economic Development Board (DEDAB) may have alarmed many people, I only resorted to this extreme measure when working through channels utterly failed and the abuses continued unabated. Therefore, I feel no remorse for forcing City staff to do their jobs.

Nevertheless, two things are abundantly clear: First, I am wasting my time on DEDAB and am unable to exercise any positive influence there. Second, I would almost certainly lose a Commission vote to remove me from the Board. Whatever public forum such a vote would offer me to speak on my own behalf pales in comparison to the public expression I am in the process of conveying. Therefore, I tender my resignation from the Deltona Economic Development Advisory Board and its Commerce Park Subcommittee under the strongest possible protest, effective immediately.

Yours Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Field".

Received 8/20/13

Page 1 of 2

Request From: Raphael Gomez  
 Email: raphael2g@yahoo.com  
 Source IP: 99.40.166.214

Address: 2652 Travida Drive  
 City: Deltona  
 State: Florida  
 Zip: 32738  
 Phone: (407) 221-2991  
 Alt Phone:  
 Fax:  
 Organization:

### Checkbox Choices

Affordable Housing Advisory Committee, Economic Development Advisory Board, Planning & Zoning Board, Parks & Recreation Youth Advisory Sub-Committee,

Number of Years as a Deltona Resident  
 21 - 25 Years

What Commission district do you reside in?  
 District 3

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Recently resigned 8/16/13  
 Department of Education  
 8 years, 11 months  
 250 Mariott Drive,  
 Tallahassee, Florida 32399  
 850-717-8590  
 Government Operation Consultant III

Please summarize your work experience.

Provided training and technical assistance to 31 early learning coalition boards statewide charged with providing oversight in the local delivery of state administered early learning programs.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 None

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

For over a 4 year period, until November of 2004, I managed the daily affairs of the Early Learning Coalition Board of Volusia/Flagler Counties. I was the lead administrator of a 13 million dollar program and responsible for a 21 member board. Aside from my primary program responsibilities, I was required

to recruited board members, provide orientation training, complete monthly program and financial reports, presentation materials, establish board committees, advertise meetings, and observe sunshine laws.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I believe my experience in the delivery of state and federal programs can be helpful in the planning and implementation of activities and initiatives driven by the commission. I am also very interested in ensuring that the city of Deltona continues to grow in a responsible and prosperous manner.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Gerie Nasche - (850) 321-2811

Jennifer Parks - (386) 299-2425

Sandra Graf - (321)663-8161

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Applied 7/28/13

Page 1 of 2

Request From: Bernard Jones  
 Email: bernard.jones67@yahoo.com  
 Source IP: 71.53.137.133

Address: 1797 Fort Smith Blvd  
 City: Deltona  
 State: Florida  
 Zip: 32725  
 Phone: 386-479-3163  
 Alt Phone:  
 Fax:  
 Organization:

#### Checkbox Choices

Economic Development Advisory Board, Planning & Zoning Board, Parks & Recreation Advisory Committee, Special Magistrate, Parks & Recreation Senior Advisory Sub-Committee, Parks & Recreation Citizen Accessibility Advisory Sub-Committee,

Number of Years as a Deltona Resident  
 11 - 15 Years

What Commission district do you reside in?  
 District 4

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Currently unemployed. From 1998-2011 my employer was First Data International; 495 North Keller Rd Maitland, FL 32751; Phone (321) 263-3000. I was a Senior Business Analyst.

Please summarize your work experience.

Worked closely with clients to gain an understanding of their business needs and determined how those needs would be met within the core system. I led medium and large projects during the conversion and implementation phases. Oversaw key milestones leading to the conversion of a client's portfolio on to the First Data Corporation (FDC) platform and then into production which resulted into several million cardholder accounts and transactions being processed by FDC. I was responsible for the testing of new custom code developed for a client on the FDC platform to ensure that the core system and custom code worked harmoniously.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 Phi Theta Kappa Honor Society

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No previous experience.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in

the duties of this Board/Committee.

I have lead multiple software development projects for many of international companies AMEX; HSBC; Unibanco; Bell Atlantic; GE; FICO and many more. Brought these clients through the complete developmental life cycle from conversion to implementation.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I want to become a proactive Deltonian contributing to Deltona's future.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No conflicts.

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No convictions.

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Danyale Jenkins  
Takoma Park, Maryland  
(202) 507-1184

Javonne Williams  
Apopka, Florida  
407-620-8309

Brenda Stokes  
South Daytona Beach, Florida  
407-267-3027

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree.

Applied 7/17/13

**From:** Donald Mair [<mailto:dkmair@att.net>]  
**Sent:** Wednesday, July 17, 2013 2:54 PM  
**To:** Joyce Raftery  
**Subject:** Citizen Board/Committee Application

Request From: Donald Mair  
 Email: [dkmair@att.net](mailto:dkmair@att.net)  
 Source IP: 108.236.241.77

Address: 1147 Pilgrim Av.  
 City: Deltona  
 State: Fl.  
 Zip: 32725  
 Phone: 3864736464  
 Alt Phone:  
 Fax:  
 Organization: Gabby's Law, Inc.

Checkbox Choices  
 Economic Development Advisory Board,

Number of Years as a Deltona Resident  
 16 - 20 Years

What Commission district do you reside in?  
 District 3

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Self Employed for 3 years. Gabby's Law Inc. 1147 Pilgrim Av. Deltona, Fl. 32725 386-473-6464

Please summarize your work experience.  
 For last three years I have been advocating for traffic safety. Prior to that I was a pipe fitter and welder. I worked on heavy industrial projects including Launch pads, power generation plants, and oil refineries.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 Member of Fraternal Order of Eagles Aerie 4201 where I was a trustee before. Also a member of the St. Andrews Society.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Since working for Gabby's Law I have enrolled in Daytona State College for Drafting and Design. The micro Computer Applications course taught me how to use the internet efficiently for research, Business writing and communication, and how to network.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

Past few weeks I have been working with Jerry Mayes to bring economic growth to our community. Specifically to bring a water park/amusement park to the land by Epic Theaters. Using things I described above we I search the internet for investors and developers of water parks and attractions, find their contact information and we send them an introduction email describing the benefits of doing business in our city and the project we would like built. I think it is going good, and Jerry asked if I would like to be a part of the board.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No I do not. The only interest I have is to help our city grow, bring jobs to our city and county, and help keep Volusia workers in Volusia and ease I-4 congestion.

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

I do have felony convictions. I pleaded guilty to retail theft and forgery in Grundy County Illinois. I was up there working at Citgo oil refinery, my girlfriend stayed here. She called me, and asked me to come back to get my things out of house. I came back to Deltona and found she emptied our joint bank account. So I took a check from her and forged her name and deposited into the account I opened in Illinois. I was arrested for forgery a couple weeks later and admitted to what I had done. I was later charged with retail theft because I had went to Wal-Mart and wrote a check for groceries I purchased and when I was arrested for forgery my bank account was froze and the wal mart check bounced. That was August 2000. I remain trouble free and honest.

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Jerry Mayes ---386-878-8619

Kimberly Mair---- 386-473-6983

Michael or Nell Herring---- 407-323-6700.

Additional Information or Comments

Thank you.

I declare the foregoing facts to be true, correct, and complete.

I agree

Received 10/18/13

Page 1 of 2

Request From: Maribel Montanez  
 Email: maribelmmontanez@gmail.com  
 Source IP: 108.254.25.134

Address: 102 Heather Lane Drive  
 City: Deltona  
 State: FL  
 Zip: 32738  
 Phone: 407-538-2921  
 Alt Phone: 407-562-5364  
 Fax:  
 Organization:

### Checkbox Choices

Economic Development Advisory Board, Planning & Zoning Board,

Number of Years as a Deltona Resident  
 2 - 5 Years

What Commission district do you reside in?  
 District 6

Are you a registered voter in Volusia County?  
 No

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Davison Publishing

Please summarize your work experience.  
 Business development, and Marketing.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

I volunteer to raise money for the following organizations, St Jude Hospital, The Down Syndrome Association of Central Florida. I participate ever year

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.  
 My marketing and development skills, and knowing what individuals or/and families looks for to call a place home.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.  
 Coming up with ideas for make sure that our disable residents like my neighbor, is not reticule and hazarded by people in or city while in his home.

Getting rid of or coming up with ideas to deal with the alley that is between Courtland, and Heather lane drive.

Coming up with ideas to make our district the safest in Deltona, and to bring the community together as a family to achieve this goal.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Applied 7/25/13

Request From: Debbie Soto Email: [debbiesoto2003@yahoo.com](mailto:debbiesoto2003@yahoo.com) Source IP: 75.112.144.26

Address: 2092 E Prairie Circle  
 City: Deltona  
 State: FL  
 Zip: 32725  
 Phone: 386-405-0544  
 Alt Phone: 386-573-0717

Checkbox Choices: Economic Development Advisory Board.

Number of Years as a Deltona Resident?: 6 - 10 Years

What Commission district do you reside in?: District 2

Are you a registered voter in Volusia County?: Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Complete Parachute Solutions, 2 years, 1320 International Speedway Blvd. #1, Deland, FL 32724, 386-523-0717, Department of Defense Contract Administrator

Please summarize your work experience.

I have been working in the private sector in the capacity of Business Administrator and Legal Administrator for the past 15+ years overseeing many facets of the daily business operations including risk management, accounting, human resources and facilities management

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Vice Chair Leader - Universal Zulu Nation  
 Member - Zeta Phi Beta Inc.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service. No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring. I believe I offer a well rounded approach as a citizen with the citizen's best interest in mind. With the economic climate the way it is, I would be cautious with any financial commitments, if any are needed drawing from my years of experience of being the financial gatekeeper at the organizations I have been employed at. I would bring my skills in project management, risk management, human resource, event planning, facilities management, and accounting. I consider myself a dedicated, self-starting team player with positive attitude and strong skills in planning, organization, problem solving, communications, and cultivating relationships and I am fluent in Spanish and Italian.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold. NO

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence. No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Robert Martin 386-848-3489  
 Yoselin Rodriguez 386-479-8699  
 Bob Keyes 386-785-9059

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete. I agree





Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No.

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No.

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Tim Starnes: 386-316-2029

Crystal Holmes 386-316-2028

Pastor Gayle Williams: 386-334-9746

Shirma Ramroop: 386-334-7087

Additional Information or Comments

No.

I declare the foregoing facts to be true, correct, and complete.

I agree



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 11/4/2013  
**FROM:** Becky Vose, City Attorney      **AGENDA ITEM:** 10 - B  
**SUBJECT:** Consideration and Approval of Vacant Land Contract for Sale of Property located at the corner of Saxon Boulevard and Finland Drive.

---

**LOCATION:**

Tract K, Block 101, Deltona Lakes, Unit 3, according to map or plat thereof recorded in Plat Book 25, Pages 105-120 inclusive (Tract K being found on Page 112), Public Records of Volusia County (also known as Tax Parcel 30-18-31-03-00-0110) together with an adjoining Drainage Right-of-Way in the northwest corner of Block 101, Deltona Lakes, Unit 3, according to map or plat thereof recorded in Plat Book 25, Pages 105-120, inclusive, (Drainage Right-of-Way being found on Page 112), Public Records of Volusia County, comprising the North 20 feet of the West 125 feet of said Block 101, and being bounded on the North by Florida Power Easement, on the East by Tract K, on the South by Lot 33, and the West by W. Finland Drive.

**BACKGROUND:**

The contract is for the purchase of some City property that is generally located at the corner of Saxon Boulevard and Finland Drive. It does not have road frontage and is generally a depression in the land that ends up receiving drainage from surrounding properties. A condition of the contract is that the owner mows it quarterly to the satisfaction of the city so that it can continue to function for drainage purposes. It was appraised for \$10,000, which is the amount of the purchase contract. It is anticipated that the property will be used with other surrounding land for a future RaceTrac. Once the property is developed, the development will be responsible for handling the drainage that currently flows into this property.

**ORIGINATING DEPARTMENT:**

City Attorney's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Acting City Manager; Director of Planning and Development Services/Housing and Community Development; City Attorney

**STAFF  
RECOMMENDATION  
PRESENTED BY:**

Becky Vose, City Attorney – That the Commission consider and approve the vacant land contract for sale of property located at the corner of Saxon Boulevard and Finland Drive.

**POTENTIAL  
MOTION:**

“I move for the approval of the vacant land contract for sale of property located at the corner of Saxon Boulevard and Finland Drive.”

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, Acting City  
Manager

**ATTACHMENTS:**

- Vacant Land Contract
- Appraisal

**Vacant Land Contract**

FLORIDA ASSOCIATION OF REALTORS®

**PARTIES AND DESCRIPTION OF PROPERTY**

1  
2 **1. SALE AND PURCHASE:** \_\_\_\_\_ **CITY OF DELTONA** ("Seller")  
3 and \_\_\_\_\_ **LJH REAL ESTATE, LLC** ("Buyer")

4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

5 Address: \_\_\_\_\_ **N/A**

6 Legal Description: Tract K, Block 101, Deltona Lakes Unit 3, according to map or plat thereof recorded in Plat Book 25, Pages  
7 105-120 inclusive (Tract K being found on Page 112), Public Records of Volusia County (also known as Tax Parcel

8 30-18-31-03-00-0110) together with an adjoining Drainage Right of Way in the Northwest corner of Block 101, Deltona Lakes, Unit  
9 3, according to map or plat thereof recorded in Plat Book 25, Pages 105-120, inclusive, (Drainage R/W being found on Page 112),

10 Public Records of Volusia County, comprising the North 20 feet of the West 125 feet of said Block 101, and being bounded on the  
11 North by Florida Power Easement, on the east by Tract K, on the South by Lot 33, and the West by W. Finland Drive.

12 including all improvements and the following additional property: NONE

**PRICE AND FINANCING**

15  
16 **2. PURCHASE PRICE:** \$ 10,000.00 payable by **Buyer** in U.S. funds as follows:

17 (a) \$ 500.00 Deposit received (checks are subject to clearance) on within 3 days of execution of this contract, by

18 \_\_\_\_\_ for delivery to Hillsborough Title Company ("Escrow Agent")  
19 *Signature* *Name of Company*

20 (Address of Escrow Agent) 1605 S. ALEXANDER STREET, SUITE 102, PLANT CITY, FL M33563  
21 (Phone # of Escrow Agent) 813/754-4440

22 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_  
23 or \_\_\_\_\_ days from Effective Date. (10 days if left blank).

24 (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26 (e) \$ 9,500.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official check, or wired funds.

28 (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to  
29 determine the purchase price is | |lot| |acre| |square foot| |other (specify: \_\_\_\_\_) prorating  
30 areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of  
31 the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this  
32 Contract. The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_  
33

34 **3. CASH/FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.

35  (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the  
36 "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
37 occurs first) (the "Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left  
38 blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**,  
39 after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this  
40 Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

41  (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
42 \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness. **Buyer**  
43 will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or  
44 mortgage broker to disclose all such information to **Seller** and Broker.

45  (2) **Seller Financing:** **Buyer** will execute a | |first| |second purchase money note and mortgage to **Seller** in the  
46 amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows: \_\_\_\_\_  
47

48 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally  
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50 **Buyer** (\_\_\_\_)(\_\_\_\_) and **Seller** (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

**(3) Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_  
LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_  
per month including principal, interest, taxes and insurance and having a \_\_\_\_\_ fixed \_\_\_\_\_ other (describe) \_\_\_\_\_

interest rate of \_\_\_\_\_% which \_\_\_\_\_ will \_\_\_\_\_ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

#### CLOSING

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on \_\_\_\_\_ 20 DAYS FROM  
EFFECTIVE DATE ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

**5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on the deed (*Buyer Cost*)  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8) (*Buyer Cost*)  
Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey and sketch  
Insurance  
Other: \_\_\_\_\_

**(c) Title Evidence and Insurance: Check (1) or (2):**

**(1)** The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment.  **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or  **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or  **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

**(2)** **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence.  **Seller**  **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

**(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

**(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the

**Buyer** (\_\_\_\_)(\_\_\_\_) and **Seller** (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

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111 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,  
 112 and Buyer will pay all other amounts. If special assessments may be paid in installments | Buyer | Seller (if left blank,  
 113 Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the  
 114 time of closing. Public body does not include a Homeowner Association or Condominium Association.

115 (f) **Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code  
 116 requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the  
 117 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an  
 118 affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or  
 119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to  
 120 use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of  
 121 the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer  
 122 and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as  
 123 directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying  
 124 for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.  
 125 If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in  
 126 escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests  
 127 and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at  
 128 closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy  
 129 the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

130 (g) **1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or  
 131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects  
 132 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability  
 133 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

#### 134 PROPERTY CONDITION

135 6. **LAND USE:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions  
 136 resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a  
 137 comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the  
 138 Buyer's prior written consent.

139 (a) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
 140 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
 141 rebuilding in the event of casualty.

142 (b) **Government Regulation:** Buyer is advised that changes in government regulations and levels of service which affect  
 143 Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has  
 144 expired or if Buyer has checked choice (c)(2) below.

145 (c) **Inspections:** (check (1) or (2) below)

146 | | (1) **Feasibility Study:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study  
 147 Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_

148 \_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I  
 149 environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems  
 150 necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties;  
 151 zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
 152 utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals,  
 153 and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's  
 154 intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies.  
 155 Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

156 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
 157 Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and  
 158 assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from  
 159 losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in  
 160 application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all  
 161 inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien  
 162 being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at  
 163 Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the  
 164 condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a  
 165 result of the inspections.

166 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of  
 167 whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute  
 168 acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to  
 169 Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day  
 170 after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper  
 171 authorization from all interested parties.

172  (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
 173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

174 Buyer (\_\_\_\_)(\_\_\_\_) and Seller (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and  
 176 restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions,  
 177 are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

178 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
 179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels,  
 180 units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots,  
 181 parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for  
 182 any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects  
 183 to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation  
 184 within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or  
 186 **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
 187 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by  
 188 written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in  
 189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 190 TITLE

191 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
 192 guardian deed as appropriate to **Seller's** status.

193 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in  
 194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, ~~none of~~  
 195 ~~which prevent Buyer's intended use of the Property as~~ \_\_\_\_\_; covenants, easements  
 196 and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
 197 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or  
 198 before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be  
 199 generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use  
 200 option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
 202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
 204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
 205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
 206 However if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
 207 insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format  
 208 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,  
 209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller**  
 210 then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of  
 212 title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt  
 213 of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the  
 214 Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within  
 215 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the  
 216 Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice,  
 217 either cancel this Contract or accept title with existing defects and close the transaction.

218 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice  
 219 to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the  
 220 Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
 221 encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be  
 222 determined in accordance with subparagraph (b) above.

223 **(d) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
 224 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law  
 225 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being  
 226 purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including  
 227 delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection  
 228 of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including  
 229 whether there are significant erosion conditions associated with the shoreline of the Property being purchased.  
 230 | **Buyer** waives the right to receive a CCCL affidavit or survey.

#### 231 MISCELLANEOUS

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and  
 234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 **(b) Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day  
 236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237 **Buyer** (\_\_\_\_)(\_\_\_\_) and **Seller** (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the  
 239 county where the Property is located) of the appropriate day.  
 240 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
 241 to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or  
 242 prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes,  
 243 floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of  
 244 the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part  
 245 to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that  
 246 the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond  
 247 the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's  
 248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or  
 250 electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,  
 251 regarding any contingencies will render that contingency null and void and the Contract will be construed as if the  
 252 contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a  
 253 transaction broker) representing a party will be as effective as if delivered to or by that party.

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
 255 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
 256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This  
 257 Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
 258 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten  
 259 terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid  
 260 or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in  
 261 performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
 263 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
 264 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent  
 267 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
 268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. ~~Seller will also be liable to Broker for~~  
 269 ~~the full amount of the brokerage fee.~~ (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified,  
 270 including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as  
 271 liquidated damages or to seek specific performance as per Paragraph 14, and Broker will, upon demand, receive 50% of all  
 272 deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. ~~All controversies, claims, and other matters in~~  
 274 ~~question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:~~

275 ~~(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from~~  
 276 ~~the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will~~  
 277 ~~submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real~~  
 278 ~~Estate Commission ("FREG"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's~~  
 279 ~~obligation under Chapter 475, FS and the FREG rules to timely notify the FREG of an escrow dispute and timely resolve the~~  
 280 ~~escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses,~~  
 281 ~~applies only to brokers and does not apply to title companies, attorneys or other escrow companies.~~

282 ~~(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to~~  
 283 ~~resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in~~  
 284 ~~the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided~~  
 285 ~~for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the~~  
 286 ~~contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules~~  
 287 ~~of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee~~  
 288 ~~named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to~~  
 289 ~~the proceeding. This clause will survive closing.~~

290 ~~(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by~~  
 291 ~~submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a~~  
 292 ~~settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or~~  
 293 ~~other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in~~  
 294 ~~which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is~~  
 295 ~~binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.~~  
 296 ~~Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the~~  
 297 ~~arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to~~  
 298 ~~the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.~~

299 Buyer (\_\_\_\_)(\_\_\_\_) and Seller (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

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**ESCROW AGENT AND BROKER**

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**15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

**16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

**17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

None

Selling Sales Associate/License No. \_\_\_\_\_

Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

None

Listing Sales Associate/License No. \_\_\_\_\_

Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

**ADDITIONAL TERMS:**

**18. ADDITIONAL TERMS:**

The Property will be utilized in conjunction with a commercial development ("Development") by the buyer and/or its successors or assigns ("Buyer"). The Property, in its current state, is a natural drainage area which receives storm water run-off ("Current Run-off") from other properties in the City of Deltona. During permitting for the Development, Buyer shall submit engineering studies satisfying all applicable regulations and ensuring that any and all Current Run-off will be adequately accommodated by the Development. The Buyer agrees to file a rezoning application for the Development within 180 days after the closing of the sale of the Property. If Buyer fails to meet the 180-day rezoning application deadline, Buyer shall pay a fine of \$1,000.00 to the City of Deltona. After Closing and prior to Development Buyer shall mow the Property at least quarterly in a manner satisfactory to the City (this provision shall survive Closing).

Buyer (\_\_\_\_)(\_\_\_\_) and Seller (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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376 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.**

377

**OFFER AND ACCEPTANCE**

378 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
 379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
 380 delivered to Buyer no later than 5:00 | | a.m.  p.m. on November 8, 2013, this offer will be  
 381 revoked and Buyer's deposit refunded subject to clearance of funds.

382

**COUNTER OFFER/REJECTION**

383  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
 384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the  
 385 date the counter is delivered.  Seller rejects Buyer's offer.

386 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 387 \_\_\_\_\_ Print name: LJH INVESTMENTS, LLC

388 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 389 Phone: \_\_\_\_\_ Print name: SHARON PETTIT, MANAGER  
 390 Fax: \_\_\_\_\_ Address: 2524 LAUREL GLEN DRIVE, LAKELAND, FLORIDA 33803  
 391 E-mail: \_\_\_\_\_

392 Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
 393 \_\_\_\_\_ Print name: City of Deltona

394 Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
 395 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
 396 Fax: \_\_\_\_\_ Address: 2345 Providence Blvd., Deltona, FL 32725  
 397 E-mail: \_\_\_\_\_

398 **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

399 Buyer (\_\_\_\_)(\_\_\_\_) and Seller (\_\_\_\_)(\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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**APPRAISAL REPORT**

of

A Retention Area and Drainage R/W  
NE Quadrant of Saxon Blvd. and Finland Drive  
Deltona, Florida

**Prepared for**

City Attorney  
2345 Providence Boulevard  
Deltona, Florida 3725

**Prepared by**

C. Lee Lobban, MAI  
Certified General Appraiser (RZ1844)

**Diversified Property Specialists, Inc.**  
1705 S. Washington Avenue  
Titusville, FL 32780



Diversified Property Specialists, Inc.  
Real Estate Appraisers and Consultants  
1705 South Washington Avenue, Titusville, FL 32780

August 15, 2013

Gladys Merced  
Law Office Manager  
City of Deltona - City Attorney's Office  
2345 Providence Blvd.  
Deltona, FL 32725

Re: Appraisal of Parcel 8130-03-00-0110 and 8130-03-00-0001  
Located in the Northeast Quadrant of Saxon Blvd. and Finland Drive  
in the City of Deltona, Florida.  
DPS File No. 13027

Dear Ms. Merced:

Pursuant to your request, I have completed my appraisal of the above-referenced property. The purpose of this appraisal assignment was to estimate the fair market value of the property for your internal use in establishing a price for negotiation purposes.

This appraisal is presented herein as a **Summary Appraisal Report**, prepared in accordance with the Uniform Standards of Professional Appraisal Practice. After compiling and analyzing all relevant facts and opinions related to this property, it was concluded that the market value of the fee simple interest of the subject property, as of July 21, 2013:

**TEN THOUSAND (\$10,000) DOLLARS**

Your attention is directed to the Assumptions and Limiting Conditions at the end of this report. I appreciate the opportunity to perform this appraisal for you. If you or others should have any questions concerning it, please do not hesitate to contact our office.

Respectfully submitted,

C. Lee Lobban, MAI  
State Certified General Real Estate Appraiser (RZ1844)

**CITY OF DELTONA**  
**CERTIFICATION OF VALUATION**

Parcel: Retention Area and Drainage R/W

Land Area: 1.187 Acres

I hereby certify:

That I have personally inspected the property herein appraised and that we have afforded the property owner the opportunity to accompany me at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That the purpose of this appraisal is to estimate the market value of the property and/or property rights to be acquired.

That I understand that such appraisal is to be used in connection with the acquisition of real property by the City of Deltona.

That such appraisal has been made in conformity with the appropriate state laws, regulations, and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consist of items which are non-compensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report were in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the results of such appraisal to other than the proper officials or designated representatives of the City of Deltona and will not do so until authorized by same, or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;

as of the date of this report, I, C. Lee Lobban, MAI, have completed the requirements of the continuing education program of the Appraisal Institute;

that I, C. Lee Lobban (RZ 1844) am a State Certified General Appraiser by the State of Florida and I have made a personal inspection of the property that is the subject of this report and no one provided significant professional assistance to the person signing this report;

That my opinion of the current market value of the property appraised as of the 21<sup>st</sup> day of July, 2013, is \$10,000 based upon my independent appraisal and the exercise of my professional judgment.

The market value should be allocated as follows:

Land	\$ <u>10,000</u>
Improvements	\$ <u>0</u>
Damages and/or Cost-To-Cure	\$ <u>0</u>
<b>TOTAL</b>	<b>\$ <u>10,000</u></b>

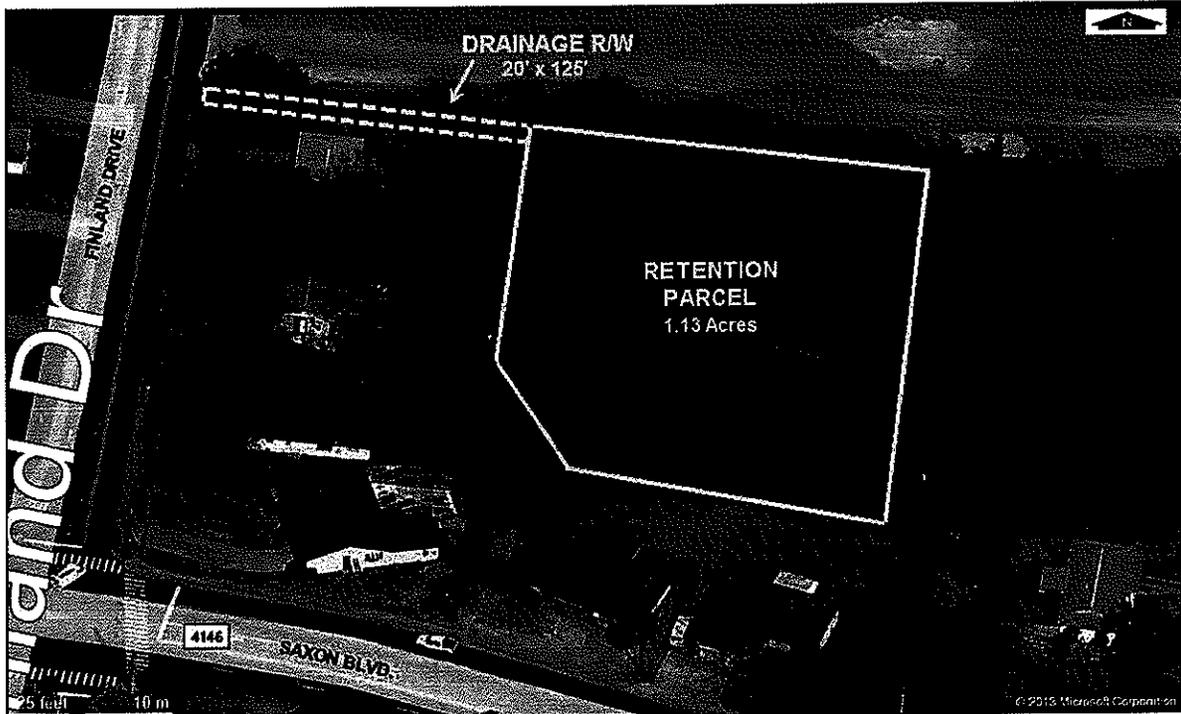


August 15, 2013

C. Lee Lobban, MAI  
State Certified General Real Estate Appraiser, RZ1844

Date

## SUMMARY APPRAISAL REPORT



**SUBJECT PROPERTY**

### ***Property Identification***

A vacant parcel of land used as a holding area for stormwater drainage by the City of Deltona. It is connected to a 20 foot wide drainage right-of-way that extends west from the northwest corner of the parcel to Finland Drive over a distance of 125 feet.

### ***Property Owner***

City of Deltona

### ***Land Size and Legal Description:***

Retention Area: 1.13 Acres (per plat) Tract K, Deltona Lakes Unit 3, MB 25, Pg 105  
 Drainage R/W: 0.057 Acres (20' x 125') Drainage R/W, Del. Lks Unit 3, MB 25, Pg 105

### ***Assessed Value and Taxes:***

The 2012 assessed value and taxes for the parcels are as follows:

Property ID Nos.: 8130-03-00-0110 and 8130-03-00-0001

#### 2012 Assessed Value

Land:	\$11,160 and \$350
Gross Taxes:	Not taxed (municipal owned)

***Extraordinary Appraisal Assumptions:***

No title history on the subject property was provided for this appraisal. Therefore, it could not be ascertained whether or not there is an ingress/egress easement available to the subject retention area across one of the adjoining properties which could provide a vehicular connection to a public right-of-way. While the 20 foot wide drainage right-of-way represents one potential access connection, it appears that this strip must remain open as a drainage right-of-way in avoid disrupting drainage patterns in the area. Therefore, this appraisal is based upon the assumption that there is no legal access available to the property at this time.

It is also assumed that the property is still subject to the permanent utility easement as described in OR Book 3302, Page 634, of the public records. This easement would effectively limit the use of the property to municipal utility purposes.

***Property Inspection:***

The appraiser inspected the property on July 21, 2013. The inspection included a walk of the land and drainage right-of-way and an inspection of surrounding properties and drainage patterns in the area.

***Zoning and Future Land Use Plan***

The subject sites have a zoning designation of P, Public Use, by the City of Deltona. This zoning is typically applied to city-owned properties that are not used for private economic gain. The future land use designation is P, Public, which conforms to the zoning district.

***Five Year History***

There have not been any sales of the subject property in the past five years. The City took title to the property from Volusia County in 1997 as recorded in OR Book 4237, Page 1959, of the Volusia County public records.

***Interest Appraised***

Fee Simple, as encumbered only by zoning restrictions and any easements of record.

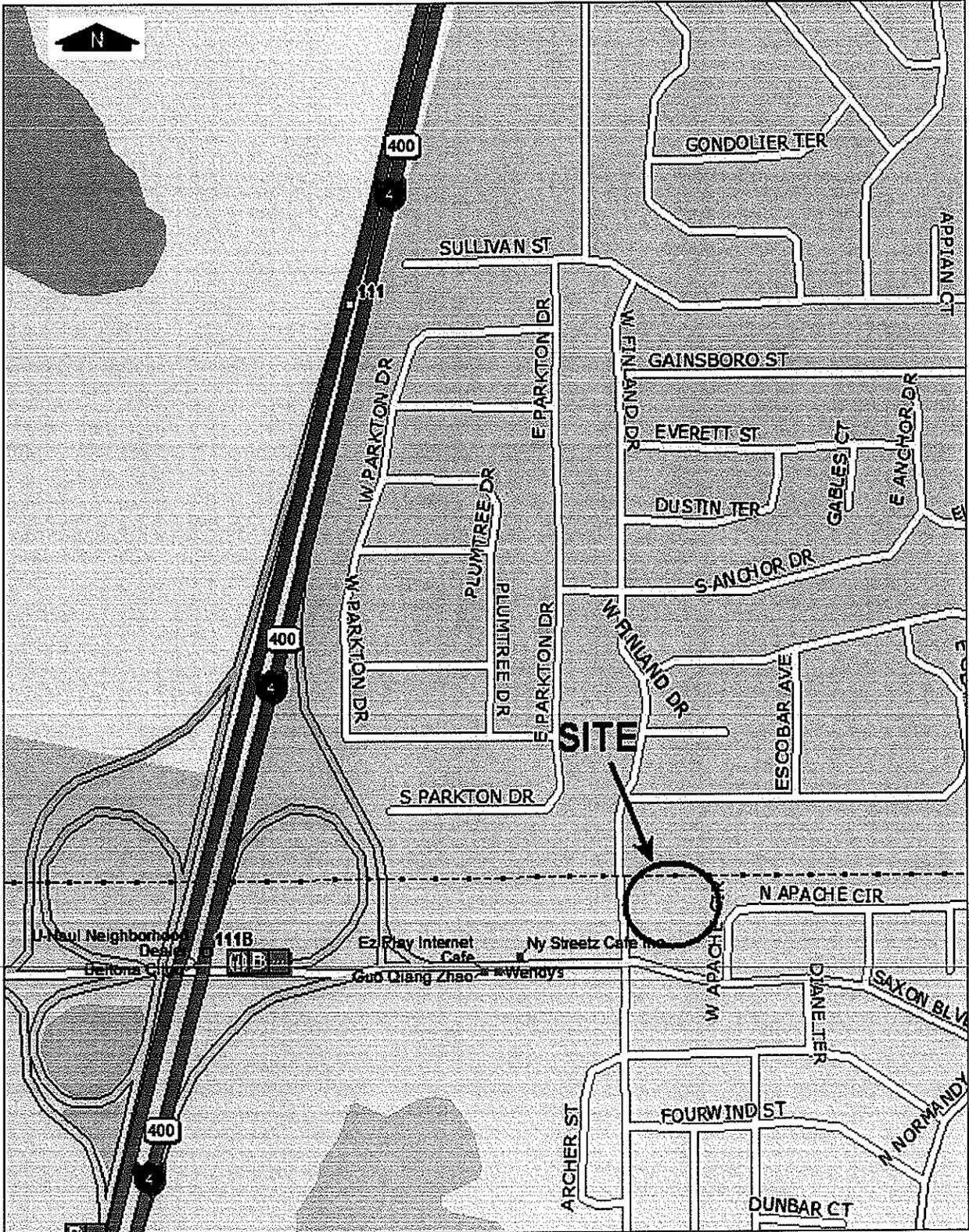
***Intended Use & Intended User***

The intended use of the appraisal is for the City of Deltona to use as a basis for establishing a value to be used in negotiations to dispose of the property.

***Purpose of Appraisal***

The purpose of this appraisal is to estimate the fair market value of the fee simple interest in the property.

### SUBJECT LOCATION MAP





## **Type & Definition of Value**

### **Type – Market Value**

#### **Definition of Market Value -**

The market value of the fee simple interest in the property is appraised. *Market value* is defined in the Rules and Regulations, Federal Register, Volume 55, No. 165, page 346, as:

*"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:*

1. Buyer and seller are typical motivated;
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

#### **Other Important Definitions**

##### **Definition of Fee Simple Estate -**

"Absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>1</sup>

It should be noted that the property is owned in fee and was appraised assuming that it was offered for sale in the open market as a single parcel. For this valuation, the appraiser assumed that the property would be purchased with all cash to the seller.

#### **Effective Date of Appraisal**

The effective date of value is July 21, 2013. The date of this report is August 15, 2013.

---

<sup>1</sup> *The Dictionary of Real Estate Appraisal, Fourth Edition, page 113.*

### ***Scope of Work***

The scope of the assignment included inspecting the subject property, researching the neighborhood and market for all pertinent facts that influence value for small vacant tracts of land like the subject. The subject is a vacant area used for drainage purposes. So part of the scope involved researching the market for sales of this type of property by which to compare for a value determination.

The scope of work also included inspecting sales of similar types of land and talking with market participants about land values in the Deltona area. The sources for these discussions included real estate brokers, buyers and sellers of land and developers. The appraiser also used several publications that include Micro-Decisions Data Base software and the Volusia County Property Appraisers web site. The data was gathered and analyzed in July and August 2013. After weighing all of the data in relation to the property, the appraiser's conclusions were compiled, finalized and put forth in this report.

There are three traditional approaches to value to be considered which include the Sales Comparison Approach, the Income Approach and the Cost Approach. Only the Sales Comparison Approach to value will be used to value the subject property. This is the best approach when valuing vacant land and is the only approach that is based upon a negotiated sale price.

### **Area, Neighborhood and Market Overview**

The subject property is located in the City of Deltona, in West Volusia County. The City of Deltona was originally known as the Deltona Lakes Community which was developed in early 1962 by the Mackle Brothers. It was originally developed as a residential community containing 36,000 home sites spread over 46 square miles. Under the original plan, commercial land was set aside along major traffic arteries surrounding key intersections. The plan was to develop self-sufficient neighborhoods. Originally developed as a retirement community, Deltona gradually expanded into a bedroom community of the Greater Orlando Metropolitan Area, as new home buyers found affordable housing within thirty-five minutes from downtown Orlando. In 1995, it was incorporated as a city. Today, it is the fastest growing city in Volusia County with over 25,000 single-family residences situated on over 15,000 acres. As of the year 2000, the city had reached a population level of 73,815 and by 2007, it had increased to 86,540. As of 2011, the US Census Bureau reported the population count at 85,219 which reflects a slight decline due to the recession in the housing and construction industry.

Up until recently, commercial support for the large residential base in the area was limited to grocery store anchored shopping centers interspersed throughout the area at key intersections. Most of the major commercial support services are located on the west side of Interstate 4 along Saxon Boulevard and Enterprise Road. A new Super Walmart Store was built at the intersection of SR 415 and Howland Boulevard was recently introduced which will serve West Deltona residents.

The subject neighborhood encompasses the west side of the City of Deltona in the vicinity of the Saxon Boulevard/I-4 Interchange. This area generally represents one of the oldest parts of the city and reflects the early development style of homes first built in Deltona in the early 1960's. Finland Drive is a two-lane collector street that intersects with Saxon Boulevard less than one block south of the subject drainage right-of-way. This local street is dominated by single family residential homes. Saxon Boulevard however, is punctuated by a combination of housing and commercial uses, with the commercial retail uses concentrated around the Interstate 4 interchange.

The subject retention area is surrounded by single-family homes on the west, south and east sides. It abuts a Florida Power transmission line easement corridor on the north which is owned by Diamondback Land Company and maintained as an open corridor cleared of all trees, shrubs and high ground cover.

Overall, the neighborhood is residential in character and in a stable part of its life cycle with no new development observed or expected within the near term. Land values in the area appear to have stabilized after a period of decline during the recession years and occupancies in surrounding homes and commercial centers now appear to be holding at viable economic levels.

### ***Property Description***

The subject property is comprised of a retention area of 1.13 acres and a connecting drainage right-of-way containing 0.057 acres. The retention area has an irregular shape with a width (east-west) that ranges from 153± feet to 205± feet and a depth (north-south) that ranges from 255± to 260± feet. The drainage right-of-way measures 20 feet wide and 120 feet long and extends from the northwest corner of the retention area to Finland Drive.

The retention area has a depressional topography and is covered in a heavy understory of scrub oaks, ground cover with a variety of medium sized trees. The drainage right-of-way is also depressional and lies about 1 to 1.5 feet below the grade of surrounding lands.

The only access to the property is available from the drainage right-of-way which is 20 feet wide at its connection with Finland Drive. All other access would only be available through the purchase of an easement over the surrounding house lots or the transmission line easement corridor that abuts the property on the north. As pointed out at the front of this report, this appraisal is based upon the assumption that there is no legal access available to the property at this time.

According to FEMA Map 12127C0620H, Panel 620 of 930, the neither parcel lies within a designated flood zone. In addition, a review of the US Fish and Wildlife National Wetland Inventory Maps revealed that neither parcel is identified as a wetland area of concern.

A review of the USDA Soil Survey of Volusia County revealed that the soil on the property consists of Paola Fine Sand (42). This soil encompasses the subject and surrounding lands. It is an excessively drained soil with a water table that lies below a depth of 72 inches. The potential for community development on this soil is high.

Electricity and telephone service are readily available in the area, however public water and sewer service would have to be extended to the site.

The last deed of record refers to declarations of restrictions, reservations and easements imposed by the special warranty deed recorded in OR Book 3320, Page 634 of the public records. This deed transferred ownership of the subject parcel and a long list of other parcels to Volusia County and indicated that the parcel is subject to a perpetual easement for utility purposes, to construct and maintain future utility facilities including but not limited to fills, cuts, wells, pumps, pump buildings, underground piping, tanks, etc.

There are no site improvements on the land, however, there are cuts and ditches in the drainage right-of-way leading into the retention area. The ditch in the right-of-way parcel is designed to take stormwater runoff from Finland Drive and convey it to the subject retention site.

## **Highest and Best Use**

Highest and Best Use is defined as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability. *The Dictionary of Real Estate Appraisal, Appraisal Institute, 1993, pg. 171.*

The subject property is still vacant, so its development potential was analyzed under the four criteria listed above. It also is comprised of development-quality soil and lies outside of designated flood zones.

In analyzing the highest and best use, the first observation about the site is that it was platted in such a manner to lie at the rear of a row of residential lots that front three streets in a U-shaped pattern. Being removed from the road frontage of surrounding streets has left the parcel without direct vehicular access to a public right-of-way. In addition, it appears that the plat design never intended this parcel to be developed with a conventional residential use similar to the types built on the surrounding lots. In addition, the parcel is encumbered by a perpetual utility easement in favor of the City of Deltona which limits the uses for the site to those related to municipal utilities, be it drainage facilities, utility stations, pipes, tanks, fills, cuts or similar uses. At present, the parcel is accepting drainage from Finland Drive over the drainage right-of-way, so this represents another encumbrance on the property. So based upon these physical and legal limitations, the parcel cannot support conventional development as it sits today.

On the other hand, if the property were to be offered on the market by the City, with the condition that all utility easements and restrictions be rescinded, it would still have limited utility due to its configuration, location, drainage liabilities and access issues. Even with these limitations, it could still generate a demand in the marketplace. The most likely source of demand would come from one or more abutting residential lot owners who might wish to assemble all or part of it to their existing lots. So in this sense, it has marketability as an assemblage site. Another use would be to hold it in its as-is condition and market it as a recreational site, such as a small park intended to enhance the appeal of the surrounding neighborhood.

Based on the foregoing, it is concluded that the property is a marketable site, albeit limited in its potential uses, and its highest and best use is for assemblage of all or part of it to one or more surrounding lots or to hold it for passive recreation.

## **Land Valuation**

The first step in the valuation process involved searching the neighborhood and surrounding communities for sales of land with similar locational and physical characteristics as the subject. Due to the restrictions on development, the sales search focused on finding sales of land that cannot be economically developed.

Sales of sites with the development limitations of the subject were difficult to find, and for this reason, the sale search was expanded beyond Volusia County to all of Central Florida. Sales of sites with limited access or development potential were researched. Of approximately one dozen sales found, three were considered comparable enough to use in the valuation analysis. Each sale was verified and written up for this report. Details of each are attached to this report along with location maps.

The sales involved sites that were purchased for either investment purposes, conservation purposes or to hold as investment with the hope of getting a permit to construct one house. A comparative grid is presented on the following page. The unit of comparison used for the analysis was price-per-acre. This is the common unit used by buyers and sellers for negotiating sale prices of this type of land. The sales used in the direct comparison are briefly described as follows:

**Land Sale 1** involved a 7.45 acre site located on the St. Johns River in west Volusia County. This site sold in May 2011 for \$65,000, or \$8,725 per acre. Most of it was comprised of wetlands in the St. Johns River basin. The buyer purchased it with the hope of getting a permit to develop a single family residence near the access road that serves the rural residences to the east.

**Land Sale 2** involved a 53.55 acre tract of wetlands lying in Sykes Creek on Merritt Island in east Brevard County. This tract sold in November 2010 for \$450,000, or \$8,403 per acre. It was purchased by the Mosquito Control District to add to the wildlife sanctuary that is located in this area.

**Land Sale 3** involved a 28.54 acre wetland tract located in west Orange County on the west side of Beulah Road, south of the Florida Turnpike. The tract sold in September 2010 for \$200,000, or \$7,008 per acre. It was purchased with the hope of using a portion near the road for a single family house.

As shown in the grid on the following page, both subject parcels were included in the comparative analysis since they are similar in their location, shape, size, topography and other features. Once a unit value is determined, each parcel will be valued at the end of this section.

The current professional appraisal recommendation is that the order of sequence in the adjustment process should first consider the type of property rights conveyed in each sale. The purpose of this appraisal is to value the fee simple interests. All of the sales involved the transfer of fee simple interests; therefore, no adjustment was required for this element.

## SALES COMPARISON APPROACH

### Valuation Grid

<b>FACTUAL DATA OR Book/Page</b>	<b>Subject Property</b>	<b>Land Sale 1 6595-3467</b>	<b>Land Sale 2 6276-2247</b>	<b>Land Sale 3 10109-7094</b>
Location	NE Quadrant of Saxon Blvd and Finland Drive	E/s St. Johns River in DeBary, Volusia County	N/s Sykes Creek Parkway, Brevard County	W/s Beulah Road S of FL Turnpike County
Date of Sale		May 2011	November 2010	September 2010
Gross Acres	1.187	7.45	53.55	28.54
Unbuildable Acres	1.187	7.45	53.55	28.54
Sale Price		\$65,000	\$450,000	\$200,000
Price Per Acre		\$8,725	\$8,403	\$7,008
Time Adjustment		\$0	\$0	0
Time Adj. \$/Ac:		\$8,725	\$8,403	\$7,008
<b>Comp. Elements</b>				
Location	Good	Similar	Similar	Similar
HBU	Assemblage/Rec.	Similar	Similar	Similar
Size	Typical	Similar	Similar	Similar
Access	Good	Similar	Similar	Similar
Shape	Regular	Similar	Similar	Similar
Topography	Good - Uplands	Similar	Similar	Similar
Public Utilities	Available in area	Similar	Similar	Similar
Site Utility	Average	Similar	Similar	Similar
Net Adjustment		0%	0%	0%
Adjusted \$/SF:	-	\$8,700	\$8,403	\$7,008

The next adjustment recommended is for any unusual conditions of sale. The sales used involved cash-equivalent, arms-length transactions without any seller pressure involved.

Market conditions (appreciation or deflation in land values) were next considered. Because there is only a limited market for these types of properties, we've found that their sales are not as sensitive to market changes as more conventional residential, commercial and industrial properties. Our research of wetland sales over the past 10 years has found that sale prices have tended to hover within a range of \$5,000 to \$10,000 per acre. For this reason, no time adjustment was used for the sales.

All of the elements of comparison were weighed in relation to the sales and subject land. Because sales of this type tend to sell for similar per-acre prices regardless of their locations, a location adjustment was not made. In addition, no adjustments were made for any of the physical elements since most were similar to the subject and no evidence was found to suggest that the different prices would be paid for those elements that typically apply to buildable land, which the subject is not.

Location:

The subject parcel is considered to have a good location within the City of Deltona. However, it is not practical nor feasible to develop it in its current condition, so it can't benefit from its good location from an economic standpoint. Our research found that wetland sales like those used in the comparison tend to be unaffected by locations and for this reason, no adjustments were made.

HBU (Highest and Best Use):

The subject land's highest and best use is for assemblage or passive recreation. This makes it unbuildable from an economic standpoint. All of the sales are similar in this regard since the development potential of any of the sites used in the direct comparison would be highly questionable.

Size:

The comparable tracts ranged in size from 7.45 to 53.55 acres. The subject is much smaller. Normally, size adjustments are applied based upon an inverse relationship between unit price and size. However, due to the wetland nature of the subject and sales, there is no evidence that buyers and sellers recognize size as a determining factor in establishing sale prices for the size range shown. Therefore, no adjustments were applied for size.

Access:

The subject parcel has limited access at best over the drainage right-of-way. Three of the sales have access potential to either their frontage roads or nearby road, so no adjustments were necessary for these.

Shape:

The subject has a slightly irregular shape however, given the non-development limitation on the parcel, the shape would not have bearing on a sale price. Therefore, no adjustments were applied.

Topography:

The subject parcel is on a sloping grade, but this has little bearing on its value. Since the comparable sales are also considered unbuildable, no adjustments were necessary for this element.

Public Utilities:

Availability of utilities is another element that would not have an impact on the value of a non-buildable site since the potential need for utilities like water and sewer would not be a requirement for the site. Therefore, no adjustments were necessary for this element.

Site Utility

One last adjustment was applied for the functional utility of the sales. This element of comparison pertains to encumbrances on-site that would place constraints on full utilization of the site. The subject site is heavily encumbered with a utility easement and is dedicated to stormwater drainage and retention. This is not unlike a parcel that is encumbered with wetlands since both encumbrances place severe limitations on development. Since all of the comparable sites are encumbered with wetlands, no adjustments were necessary.

***Reconciliation and Final Value Estimate of Parent Tract***

The final step in this valuation analysis was to reconcile the several value indicators into a final value estimate. The values indicated by the sales were \$8,700, 8,403 and \$7,008 per acre respectively. Because two of the sales indicated values above \$8,000, the final value was concluded to fall toward the upper end of the range, or at \$8,500 per acre.

The total value was calculated as follows:

Land Class	Area	Unit	Unit \$	Total Value
Residential	1.187	Acre X	\$ 8,500	\$ 10,090
<i>Rounded and Called:</i>				<b>\$ 10,000</b>

## **ASSUMPTIONS AND LIMITING CONDITIONS**

In order to highlight the frame of reference in which this appraisal was made, the more significant assumptions and limiting conditions are listed below. Additional discussion or amplification, if warranted, will be included in other sections of this report.

1. This appraisal is based upon the condition of the national economy, the purchasing power of the dollar and financing remaining constant from the date of the appraisal through the projection period.
  2. This report expresses the opinion of the signer as to the *market value* of the subject property as of the effective date of appraisal and has in no way been contingent upon the reporting of a specified value nor of any findings to be reported.
  3. No responsibility is assumed for matters legal in nature nor is this report to be construed as rendering an opinion of title which is assumed to be good.
  4. The property has been appraised as though under competent management, fully merchantable and under responsible ownership without regard to any existing encumbrances or liens except as noted herein.
  5. All facts set forth in this report are true and accurate to the best of the appraiser's knowledge. Information furnished by others is believed to be reliable but is not guaranteed.
  6. The size of the subject property was taken from a survey provided by the client. It is assumed that the survey is a professional representation of the size of the lot.
  7. An important valuation premise is that the subject property will have professional management and marketing services.
  8. A copy of this report does not carry with it the right of publication nor may it be used for any purpose by anyone but the applicant without the previous written consent of the applicant and the appraiser. If consent is granted, the report must be used in its entirety.
- 
9. Neither all nor any part of the contents of this report (particularly the conclusion as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the appraiser.

### **Assumptions and Limiting Conditions - Continued**

10. The appraiser has no knowledge of any contamination or the presence of hazardous materials on the subject property. The presence of such substances or other potentially hazardous materials may affect the value of the property. The value estimate reported herein is predicated on the assumption that no such conditions exist that would affect the value or marketability of the property. The effect of potential contamination on the market value and the marketability are beyond the scope of this appraisal.
11. Considerable data was compiled during the course of this appraisal. All of the data contained in the file of Diversified Property Specialists, Inc., is made a part of this report by reference.
12. Concurrency is a state regulated compliance program which relates to governmental approval of development projects relative to the existing off-site infrastructure capacities. The effects of concurrency have been considered based on the property as currently vacant. The appropriate governing agencies have been contacted, and the requirements and limitations have been discussed. The agencies indicate that a formal request must be made and a written commitment must be issued, for the exact measure of the requirements of concurrency as they pertain to a specific property. The issuance of this type of commitment is not within the scope of this appraisal assignment. However, based on our research no adverse conditions exist that would hinder the issuance of a commitment under the regulations of concurrency.

#### **Extraordinary Assumption:**

No title history on the subject property was provided for this appraisal. Therefore, it is uncertain whether or not there is an ingress/egress easement available to the subject retention area across one of the adjoining properties which would provide a connection to a public right-of-way. While the 20 foot wide drainage right-of-way represents one potential access connection for the property, it appears that this strip must remain open as a drainage right-of-way in avoid disrupting drainage patterns in the area. Therefore, this appraisal is based upon the assumption that there is no legal access available to the property at this time.

It is also assumed that the property is still subject to the permanent utility easement as described in OR Book 3302, Page 634, of the public records. This easement would effectively limit the use of the property to municipal utility purposes.

# ADDENDA

### NEIGHBORHOOD PHOTOGRAPHS



Looking south along Finland Drive toward Saxon Boulevard.



Looking east along the transmission line corridor that borders the subject land on the north.

## SUBJECT PROPERTY PHOTOGRAPHS



Looking southeasterly at retention pond from the adjoining transmission line corridor.



View of interior of retention area.

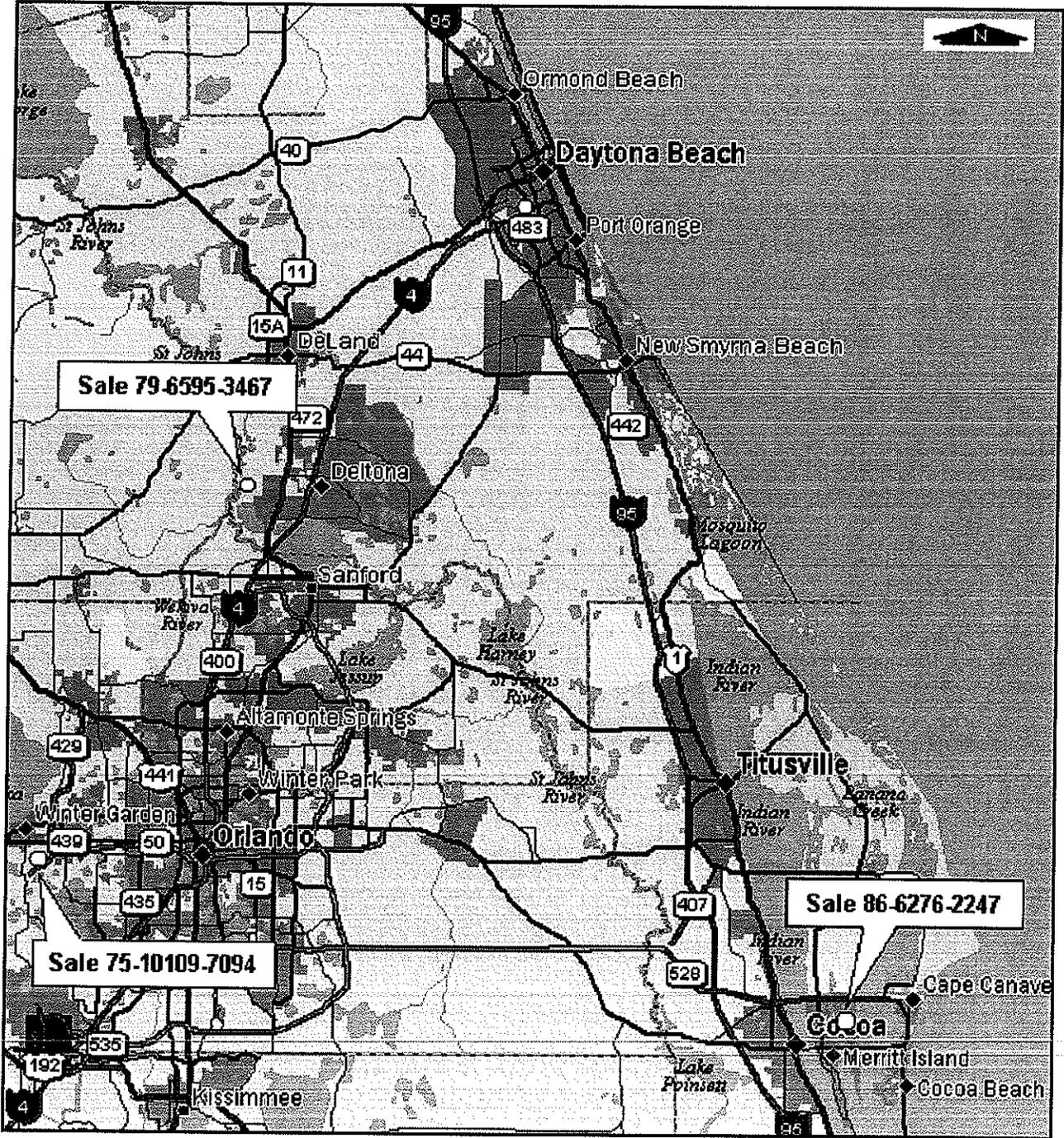
### SUBJECT PROPERTY PHOTOGRAPHS



Looking easterly at the drainage right-of-way from Finland Drive.



Drainage right-of-way looking west from the retention area.



LAND SALE LOCATION MAP

## COMPARABLE LAND SALE DATA SHEET

<b>SALE NUMBER:</b>	79-6595-3467
<b>RECORDING DATA:</b>	
OR Book/Page:	6595/3467
County:	Volusia County
<b>GRANTOR:</b>	Luz A. Cirelli
<b>GRANTEE:</b>	Miguel A. Santos
<b>DATE OF TRANSACTION:</b>	May 23, 2011
<b>DATE INSPECTED:</b>	March 6, 2013
<b>DIMENSIONS AND SIZE:</b>	
Dimensions:	Irregular – see sketch
Size:	7.45 Acres or 324,522 square feet
Source:	Legal description, GIS, and verification
<b>SALE PRICE:</b>	\$65,000
<b>UNIT PRICE:</b>	\$8,725 per acre
<b>TYPE OF INSTRUMENT:</b>	Warranty Deed
<b>LOCATION:</b>	This site is located at the west end of Old Mill Drive and Detroit Terrace and on the east side of the St. Johns River in the City of Debarry. The property is vacant and does not have a physical address.
<b>LEGAL DESCRIPTION:</b>	Lengthy see attached deed.
<b>ZONING:</b>	RC, Resource Core, City of Debarry
<b>FUTURE LAND USE PLAN:</b>	Environmentally Sensitive Land (1 Dwelling Per 10 Acres)
<b>PRESENT USE:</b>	Vacant
<b>HIGHEST &amp; BEST USE:</b>	Conservation/Passive Recreation/Single-Family Estate
<b>CONDITIONS OF SALE:</b>	Verified as arms-length; no adjustment necessary.
<b>FINANCING:</b>	Cash to seller; no impact on sale price.
<b>ENCUMBRANCES:</b>	This property is a classified wetland. There are no other know easements or encumbrances.

**COMPARABLE LAND SALE DATA SHEET – Continued**

**UTILITIES:** None

**VERIFICATION:**  
 Verified With: Luz A. Cirelli  
 Relationship: Grantor  
 Telephone: (386) 673-1860  
 Date Verified: March 6, 2013  
 Verified By: Kristin Rabatine and C. Lee Lobban

**MOTIVATION OF PARTIES:**  
 Grantor: To gain a return on the initial investment in the property.  
 Grantee: Purchased as an investments/possible residential estate.

**CASH EQUIVALENCY:** Cash equivalent sale price; no adjustment required.

**SALE HISTORY:** There have been no other arm's length transactions on this property within the past five years.

**EXPOSURE TIME:** 1 to 2 years ±

**NO. OF DAYS ON MARKET:** This property was not actively marketed prior to the sale.

**REAL ESTATE TAXES:**  
 Parcel Identification No: 17-18-30-01-00-0201; 0220; 0230; 0240; 0250  
 Taxing Authority: Volusia County  
 Year Assessed: 2012  
 Assessed Value  
     Land: \$ 11,175  
     Improvements: \$ 0  
     Taxes: \$ 441.27

**REMARKS:** This property is located in a remote area of DeBary in West Volusia County and lies within the St. Johns River water basin in an area known as Pine Island. The parcel has frontage on the St. Johns River, but 95% of it lies off the island in a depression area of wetlands. The entire tract is classified as a wetland on the USDA Wetland Inventory Maps and is currently inaccessible by vehicle. It begins about 300 feet west of the western terminus of Detroit Terrace, a two-lane stabilized dirt road. This road would have to be extended to the property for access purposes. The limited amount of upland on the property does not meet the minimum size requirement for a buildable site, and therefore, it is questionable as to whether it could support a single-family residence.

**PHOTOGRAPH:**

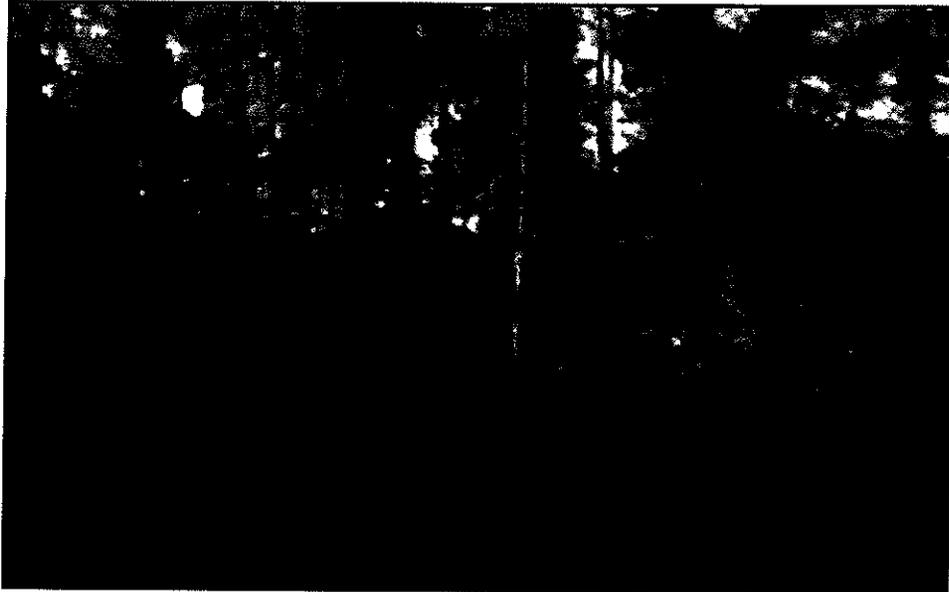
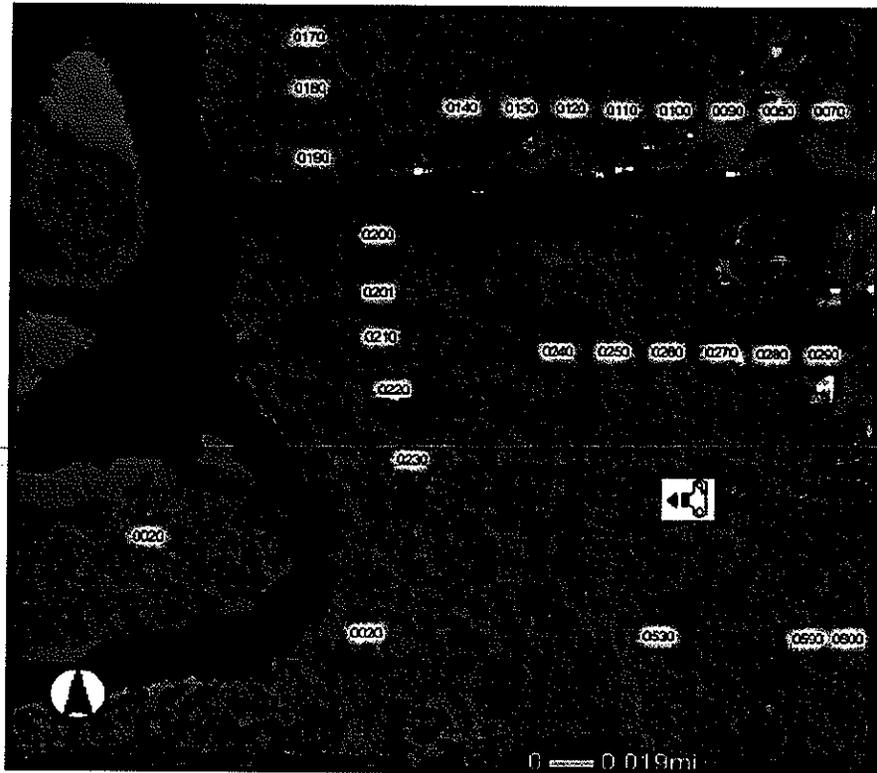


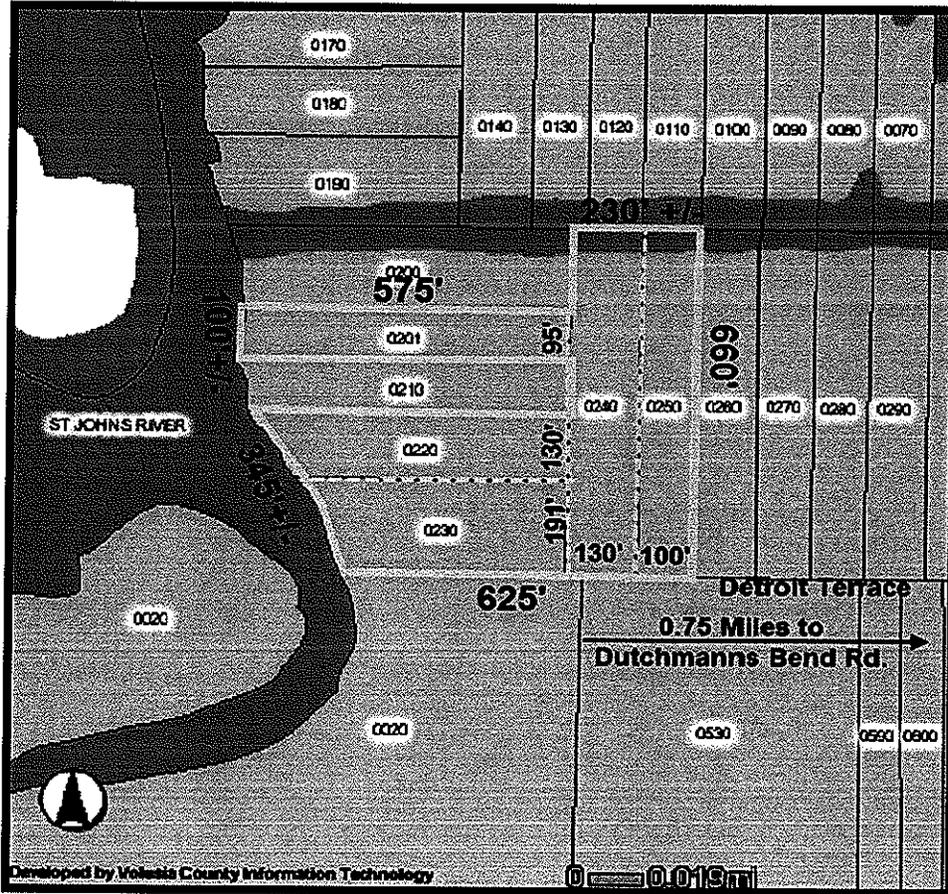
Photo Taken By: C. Lee Lobban  
Date Taken: March 6, 2013

**AERIAL MAP:**

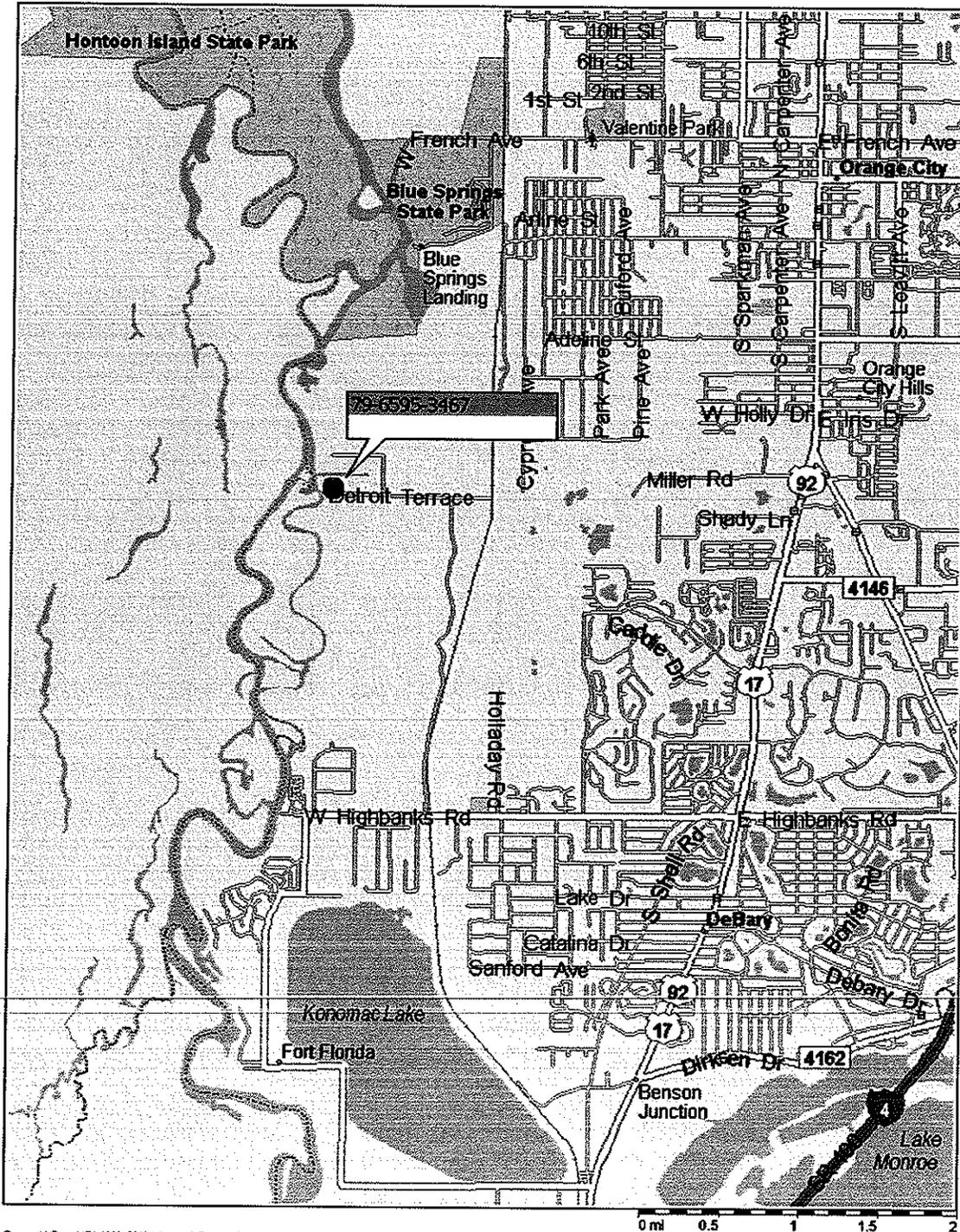


<http://vcmaps.vcgov.org/vcmaps/Palms/viewer.htm>

**PARCEL SKETCH:**



LOCATION MAP:



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**COPY OF LAST DEED:**

This instrument prepared by:  
 Name: S. Romines an employee of  
 Coast Title of West Volusia County, Inc.  
 Address: 990 N.Woodland Blvd.,3rd Floor  
 DeLand, FL 32720

Return to: Coast Title of West Volusia County, Inc.  
 FILE NO. 7274  
 Address: 990 N.Woodland Blvd.,3rd Floor  
 DeLand, FL 32720

Property Appraisers Parcel Identification Number(s):

Grantee(s) S.S #'s:

05/25/2011 09:22 AM  
 Doc stamps 455.00  
 (Transfer Amt \$ 65000)  
 Instrument# 2011-066720 # 1  
 Book: 6595  
 Page: 3467

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 23rd day of May, 2011 by Luz A. Cirelli, a married woman, whose street address is 354 Pinewoods Road, Ormond Beach, Fl 32174 hereinafter called the grantor, to Miguel A. Santos, whose street address is 212 Albert Street, Winter Springs, Fl 32708 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in VOLUSIA County, State of FLORIDA, described as follows:

Parcel # 8017-01-00-0220  
 The South 130 feet of the North 470.91 feet of the South 1/2 of the Southeast 1/4 of the Southeast 1/4, except the East 365.01 feet, A/K/A/ Lot 22, St Johns River Acres, Unit A, and unrecorded subdivision No. 211, except 100% subsurface rights.

Parcel # 8017-01-00-0230  
 The South 191 feet of the North 661.91 feet of the South 1/2 of Southeast 1/4 of Southeast 1/4 except the East 356.01 feet, a/k/a Lot 23, St. Johns River Acres Unit A, unrecorded Subdivision No. 211 , except 50% of subsurface rights.

Parcel # 8017-01-00-0201  
 The South 95 feet of the North 240.91 feet of South 1/2 of the Southeast 1/4 of the Southeast 1/4, except the East 356.01 feet, A/K/A/ Lot 20A, St. Johns River Acres Unit A, an unrecorded subdivision No. 211, Except 100% subsurface rights.

Parcel # 8017-01-00-0250  
 The West 100 feet of the East 226.01 feet of The South 1/2 of the Southeast 1/4 of the Southeast 1/4, a/k/a, Lot 25, St. Johns River Acres Unit A, an unrecorded subdivision No. 211, except 100% subsurface right.

Parcel # 8017-01-00-0240  
 The West 130.01 feet of the East 356.01 feet of the South 1/2 of the Southeast 1/4 of the Southeast 1/4, a/k/a Lot 24, St Johns River Acres Unit A, an unrecorded subdivision No. 211, except 100% subsurface rights.

*Subject property is vacant land and not the homestead of the grantor, nor does it lie contiguous to the grantor's homestead property*

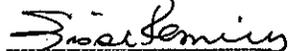
*Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.*

*To Have and to Hold, the same in fee simple forever.*

*And the grantor(s) hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor(s) has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free from all encumbrances, except taxes accruing subsequent to December 31<sup>st</sup>, 2011. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to re-impose the same.*

*In Witness Whereof, the said grantor(s) has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of: (2 witnesses required)

  
 Witness

  
 Luz A. Cirelli

**SISSI ROMINES**

Printed  
  
 Witness

**OCTAVIA POPE**

Printed

Instrument# 2011-086720 # 2  
Book : 6595  
Page : 3468  
Diane M. Natousek  
Volusia County, Clerk of Court

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of May, 2011, by Luz A. Cirelli, a married woman, who is personally known to me or who produced Luz A. Cirelli's License as identification and who did/did not take an oath.

*[Signature]*  
Notary Public  
My Commission Expires:



## COMPARABLE LAND SALE DATA SHEET

<b>SALE NUMBER:</b>	86-6276-2247
<b>RECORDING DATA:</b>	
OR Book/Page:	6276/2247
County:	Brevard County
<b>GRANTOR:</b>	Newfound Land and Property Management Company
<b>GRANTEE:</b>	Brevard Mosquito Control District
<b>DATE OF TRANSACTION:</b>	<b>November 8, 2010</b>
<b>DATE INSPECTED:</b>	May 25, 2011
<b>DIMENSIONS AND SIZE:</b>	
Dimensions:	Irregular – see sketch
Size:	53.55 Acres or 2,332,813 square feet
Source:	Deed plot of legal description & verification
<b>SALE PRICE:</b>	\$450,000
<b>UNIT PRICE:</b>	<b>\$8,403 per gross acre</b>
<b>TYPE OF INSTRUMENT:</b>	Corporate Warranty Deed
<b>LOCATION:</b>	The northwest quadrant of Sykes Creek Parkway and Banana River Drive in unincorporated Brevard County, Merritt Island, Florida. The property is vacant and does not have a site address.
<b>LEGAL DESCRIPTION:</b>	Lengthy see attached deed.
<b>ZONING:</b>	GU, General Use, Brevard County
<b>FUTURE LAND USE PLAN:</b>	Public Conservation
<b>PRESENT USE:</b>	Vacant
<b>HIGHEST &amp; BEST USE:</b>	Conservation/Passive Recreation
<b>CONDITIONS OF SALE:</b>	Verified as arms-length; no adjustment necessary.
<b>FINANCING:</b>	Cash to seller; no impact on sale price.
<b>ENCUMBRANCES:</b>	This property consists of a combination of submerged land and wetlands. There are no other known easements or encumbrances.

**COMPARABLE LAND SALE DATA SHEET – Continued**

**UTILITIES:** This property is in a populated area of unincorporated Brevard County and has access to electric, telephone, cable, and public water. Public Sewer service is not available in Merritt Island and septic systems are permitted in lieu of public sewer service.

**VERIFICATION:**

Verified With: Chris Richmond  
 Relationship: Administrator for Brevard Mosquito Control  
 Telephone: (321) 264-5032  
 Date Verified: May 25, 2011  
 Verified By: Kristin Rabatine and C. Lee Lobban

**MOTIVATION OF PARTIES:**

Grantor: Unknown  
 Grantee: To maintain the property as a public conservation area and to ensure proper mosquito control for the surrounding residential population.

**CASH EQUIVALENCY:**

Cash equivalent sale price; no adjustment required.

**SALE HISTORY:**

There have been no other arm's length transactions on this property within the past five years.

**EXPOSURE TIME:**

1 to 2 years

**NO. OF DAYS ON MARKET:**

This property was not actively marketed prior to the sale.

**REAL ESTATE TAXES:**

Parcel Identification No: 24-37-19-00-00502.2-0000.00; 24-37-30-00-00252.0-0000.00;  
 24-37-30-00-00255.0-0000.00  
 Taxing Authority: Brevard County  
 Year Assessed: 2012  
 Assessed Value  
     Land: \$ 17,290  
     Improvements: \$ 0  
     Taxes: \$ 0

\*NOTE: The property is currently government owned and is therefore tax exempt. The assessment is based on 33.13-acres, which does not include the submerged land area within Sykes Creek, but does include some additional lands that were not part of this sale transaction. The 53.55-acres that were purchased as part of this transaction have been merged with land already under the ownership of the county.

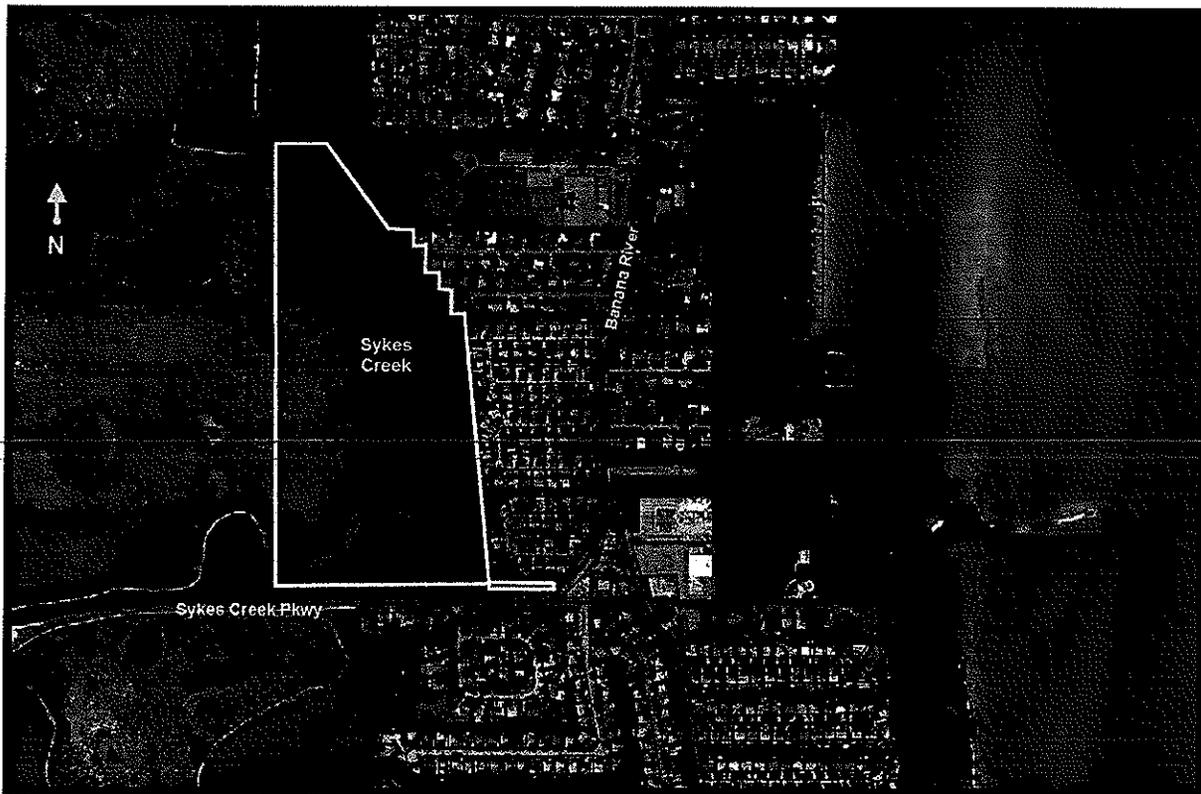
**REMARKS:** This purchased involved 53.55-acres of land known as the Ulumay Wildlife Sanctuary. Approximately 32 acres is submerged land within Sykes Creek and the remaining acreage lies upland from the creek but is classified as wetlands. The property is accessed via an 80-foot strip of land that stems from Sykes Creek Parkway. Only the very tip of the property actually connects with the roadway.

**PHOTOGRAPH:**



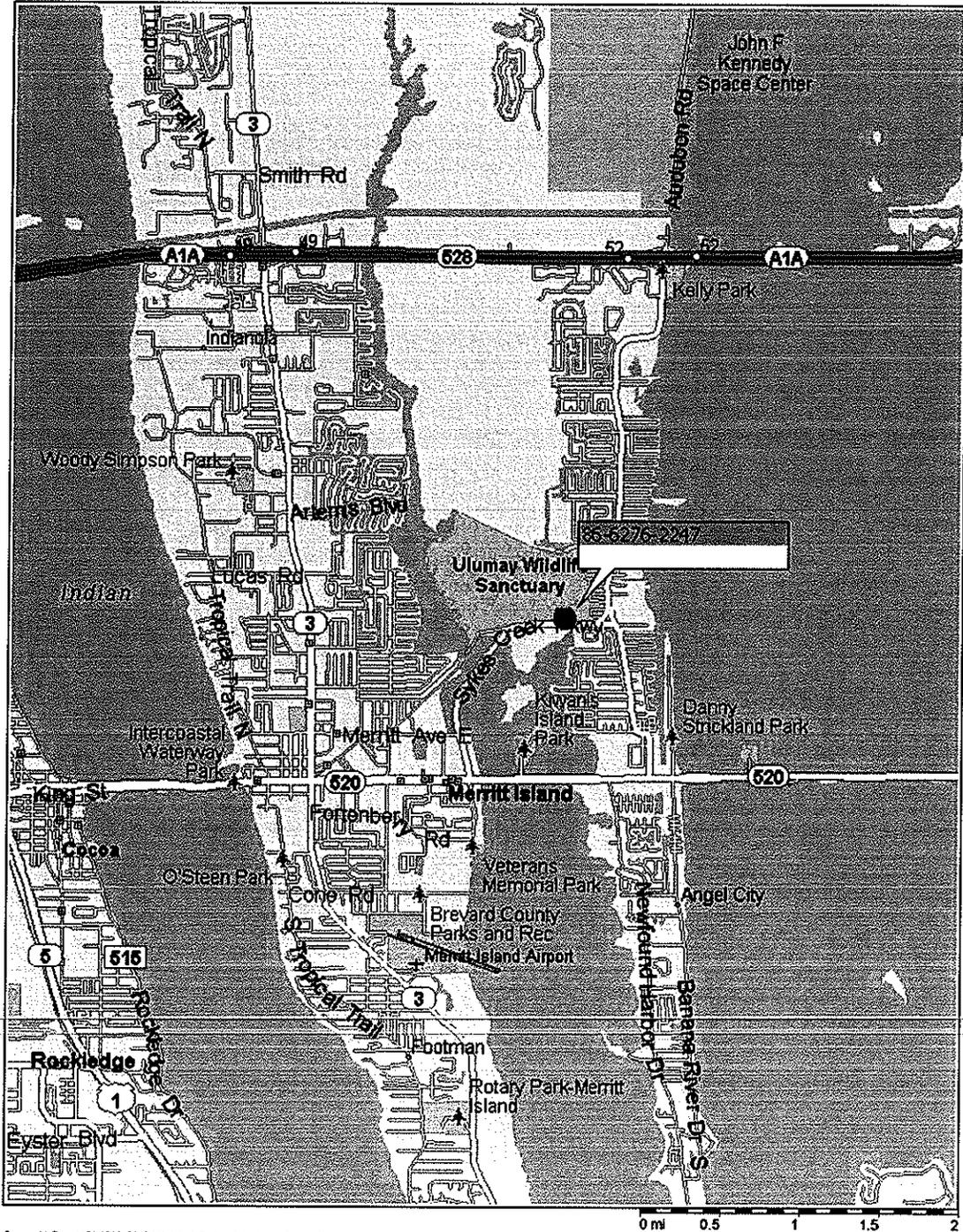
Photo Taken By: C. Lee Lobban  
Date Taken: May 28, 2011

**AERIAL MAP:**





LOCATION MAP:



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**COPY OF LAST DEED:**

CFN 2010219119, OR BK 6276 Page 2247, Recorded 11/09/2010 at 01:15 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$3150.00

**Corporate Warranty Deed**

This Indenture, made November 8, 2010, A.D.

**Between**  
Newfound Land and Property Management Company, whose post office address is: 2656 Newfound Harbor Dr, Merritt Island, FL 32952, a corporation existing under the laws of the State of Florida, Grantor and the Brevard Mosquito Control District, a dependant special taxing district, whose post office address is: 2725 Judge Fran Jamieson Way, Bldg C, 3rd Floor, Viera, Florida 32940, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 ), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Brevard, State of Florida, to wit:

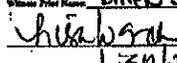
See Exhibit "A" attached hereto and made a part hereof.

Parcels ID Nos. 24-37-19-00-00502.2-0000.00; 24-37-30-00-00252.0-0000.00; 24-37-30-00-00255.0-0000.00.

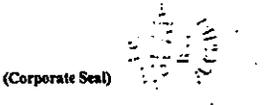
And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Newfound Land and Property Management Company

Signed and Sealed in Our Presence:  
  
Witness Print Name: KAREN S. SOLOMON  
  
Witness Print Name: LISA GARCIA

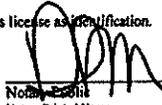
By: Alan J. Zajdel president  
Alan J. Zajdel  
Its President



State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me this 8th day of November, 2010, by Alan J. Zajdel, the President of Newfound Land and Property Management Company, a corporation existing under the laws of the State of Florida, on behalf of the corporation.

He/She is personally known to me or has produced a driver's license as identification.

  
Notary Public (Seal)  
Notary Printed Name: \_\_\_\_\_

My Commission Expires: NOV 04 2014  
(seal)  
NOTARY PUBLIC-STATE OF FLORIDA  
Karen S. Solomon  
Commission # EE2010284  
Expires AUG 04, 2014  
BORGES AND ASSOCIATES, INC.

Prepared by and return to:  
Karen S. Solomon, an employee of  
PRECISE TITLE, INC,  
2015Sixth Avenue  
Indialantic, Florida 32903

File Number: 21586

Florida Corporate Deed/Letter

OR BK 6276 PG 2248

**Parcel #1**

From the Northeast corner of Government Lot 2, Section 30, Township 24 South, Range 37 East, run West along the North line of said Government Lot 2 a distance of 1431.44 feet, thence South 8° 5'30" East 954.06 feet for a Point of Beginning; run thence South 5° 30' East 582.24 feet to a point 200 feet South of the North line of Government Lot 3 of said Section 30; thence South 89° 45'05" East parallel with the North line of said Government Lot 3, a distance of 386.18 feet to the Westerly Right-of-Way line of Audubon Road, thence from a tangent bearing of North 56° 27'08" East run Northerly along the arc of a curve concave to the Northwest, having a radius of 551.84 feet and an intersection angle of 59° 16'38" an arc distance of 570.92 feet to the Point of Termination, thence North 2° 49'30" West 91.25 feet, thence North 89° 45'65" West 683.70 feet to the Point of Beginning.

Less Caribbean Isles, Unit One according to the plat thereof as recorded in Plat Book 18, Page 56, Public Records of Brevard County, Florida

**Parcel #2**

Begin at the West Meander corner on the North line of Section 30, Township 24 South, Range 37 East, Tallahassee Meridian, Brevard County, Florida, as said corner is reestablished by Government Survey certified on February 3, 1966. From said Point of Beginning, for a first course run South 89° 59'13" West, along the North line of said Section, a distance of 220.00 feet to the East bank of a waterway leading North from the Northeast part of New Found Harbor; thence for a second course run South 12° 44'51" East, along said waterway, a distance of 170.00 feet; thence for a third course run South 14° 15'09" West, along said waterway, a distance of 210.00 feet, thence for a fourth course run South 35° 41'09" West, along said waterway, a distance of 340.00 feet, thence for a fifth course run South 2° 42'21" West, along said waterway, a distance of 297.40 feet, thence for a sixth course run South 52° 56'09" West along said Waterway, a distance of 160.00 feet, thence for a seventh course run South 24° 56'09" West, along said waterway, a distance of 270.00 feet, thence for an eighth course run South 4° 56'09" West along said waterway, a distance of 125.00 feet; thence for a ninth course run South 31° 33'51" East, along said waterway, a distance of 165.00 feet to a point that is 200.00 feet by perpendicular measurement South of the South line of Government Lot 2 of said Section 30; thence for a tenth course run North 89° 26'09" East, parallel to and 200.00 feet distant, South of the South line of said Lot 2, a distance of 760.00 feet to said meander line of Government Lot 3 of said Section 30, thence for an eleventh and final course run North 5° 27'56" West, along said meander lines of Government Lots 2 and 3 of said Section 30, Township 24 South, Range 37 East, a distance of 1548.60 feet to said West meander corner on North line of said Section 30, and the Point of Beginning all being and lying in Government Lots 2 and 3 of Section 30, Township 24 South, Range 37 East, Tallahassee Meridian, Brevard County, Florida.

Less Sunny Sites Unit No. 1, according to the plat thereof as recorded in Plat Book 11, Page 65, Public Records of Brevard County, Florida.

Together with submerged land lying within the above described property.

**Parcel #2-A**

Commence at the Northwest corner of Lot 12, Sunny Sites Unit One, a subdivision as per Plat thereof recorded in Plat Book 11, Page 65, Public Records of Brevard County, Florida, and run North 89° 59'13" West, along the Westerly projection of the North line of said Lot 12, a distance of 150 feet, more or less, to the Government meander line as reestablished by Government Survey certified on February 3, 1966; thence run North 33° 43'00" West, along said meander line, a distance of 130 feet more or less to the East bank of a waterway leading North from the North East part of New Found Harbor and the Point of Beginning of the parcel herein described. From said Point of Beginning, for a first course continue North 33° 43'00" West along said meander line, a distance of

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OR BK 6276 PG 2249

165 feet more or less to the Westerly projection of the South line of Surfside Estates, Unit One, a Subdivision as per plat thereof, recorded in Plat Book 16, Page 65, Public Records of Brevard County, Florida, thence for a second course run South 89° 59'13" West, along said projection, a distance of 295 feet more or less to a point 150 feet East of the Range line separating Ranges 36 East and 37 East as re-established by aforesaid Government Survey; thence for a third course run South 0° 37'50" East parallel with said Range line and 150 feet distant East there from, a distance of 2550.99 feet to a point 200 feet South of the Westerly projection of South line of Government Lot 2, Section 30, Township 24 South, Range 37 East, Tallahassee Meridian, as re-established by said Government Survey; thence for a fourth course, run North 89° 26'09" East, parallel with said South line of Government Lot 2 and 200 feet distant South there from, a distance of 385 feet more or less to the East bank of aforesaid waterway, thence for a fifth course run North 31° 33'51" West along said waterway, a distance of 165 feet, more or less, thence for a sixth course run North 4° 56'09" East, along said waterway, a distance of 125.00 feet, thence for a seventh course run North 24° 56'09" East along said waterway, a distance of 270.00 feet, thence for an eighth course run North 52° 56'09" East along said waterway, a distance of 165.00 feet, thence for a ninth course run North 2° 42'21" East along said waterway, a distance of 297.40 feet; thence for a tenth course run North 35° 41'09" East along said waterway, a distance of 340.00 feet, thence for an eleventh course run North 14° 15'09" East, along said waterway, a distance of 210.00 feet, thence for a twelfth course run North 12° 44'51" West, along said waterway, a distance of 170.00 feet, thence for a thirteenth course run North 30° 02'00" West along said waterway, a distance of 205.00 feet, thence for a fourteenth course run North 52° 02'00" West along said waterway, a distance of 305.00 feet, thence for a fifteenth course run North 34° 07'44" West along said waterway, 125.64 feet, thence for a sixteenth course run North 17° 02'00" West along said waterway, a distance of 70.00 feet, thence for a seventeenth course run North 35° 58'00" East along said waterway, a distance of 43.00 feet, thence for an eighteenth and final course run North 77° 47'00" East along said waterway, a distance of 107 feet, more or less, to the meander line of Government Lot 6, as established by said re-survey of Section 19, all being and lying in Sections 19 and 30, Township 24 South, Range 37 East, Tallahassee Meridian, Brevard County, Florida.  
Together with submerged lands lying within the above described property

**Parcel #2-B**

Begin at the West Meander Corner on the South line of Section 19, Township 24 South, Range 37 East, Tallahassee Meridian, Brevard County, Florida, as said corner is reestablished by Government Survey certified on February 3, 1966. From said Point of Beginning for a first course run South 89° 59'13" West, along the South line of said Section, a distance of 220.00 feet to the East bank of a waterway leading North from the Northeast part of New Found Harbor, thence for a second course run North 30° 02'00" West, along said waterway, a distance of 205.00 feet, thence for a third course run North 52° 02'00" West, along said waterway, a distance of 305.00 feet; thence for a fourth course run North 34° 07'44" West, along said waterway, a distance of 125.64 feet, thence for a fifth course run North 17° 02'00" West, along said waterway, a distance of 70.00 feet, thence for a sixth course run North 35° 58'00" East, along said waterway, a distance of 43.00 feet, thence for a seventh course, run North 77° 47'00" East, along said waterway, a distance of 107.00 feet to the meander line of Government Lot 6, as established by said re-survey, of Section 19; thence for an eighth course run South 33° 43'00" East, along said meander line, a distance of 168.00 feet to an angle point on said meander line, thence for a ninth and final course, run South 43° 32'00" East, along said meander line, a distance of 625.68 feet to the Point of Beginning, all being and lying in Government Lot 6 of Section 19, Township 24 South, Range 37 East, Tallahassee Meridian, Brevard County, Florida.

Less and except Lots 33 and 34, Sunny Sites Unit No 1, according to the plat thereof, as recorded in Plat Book 11, Page 65, Public Records of Brevard County, Florida.  
Also less and except road right of way.

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OR BK 6276 PG 2250

**Parcel #3**

A Parcel of land lying in Section 19, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Lot 12 of Sunny Sites, Unit No 1, recorded in Plat Book 11, Page 65, of the Public Records of Brevard County, Florida, and run South 00° 05'25" West, along the West line of said lot and its Southerly extension, a distance of 150.00 feet to a point on the Westerly extension of the North line of Lot 13 of said subdivision; thence South 89° 54'35" East, along said Westerly extension, a distance of 69.83 feet to the Northwest corner of said Lot 13; thence South 00° 05'25" West, along the West line of said Lot 13, a distance of 100.00 feet to the Southwest corner thereof thence South 89° 54'35" East, along the South line of said Lot 13, a distance of 79.88 feet to the Northwest corner of Lot 33 of said subdivision; thence South 00° 05'25" West, along the West line of said Lot 33, a distance of 94.05 feet to a point on the Northeasterly line of "Parcel 2-B" of lands described in O.R. Book 5355, Page 6027, of said Public Records, thence North 43° 25'29" West, along said Northeasterly line, a distance of 410.71 feet to an angle point, thence North 33° 36'48" West, along said Northeasterly line, a distance of 55.54 feet to a point on the Westerly extension of the North line of aforesaid "Sunny Sites, Unit No 1", thence South 89° 54'35" East, along said Westerly extension, a distance of 163.90 feet to point of beginning.

**Parcel #3-A**

A parcel of land being that portion of the South 500 feet of Government Lot 6 in Section 19, Township 24 South, Range 37 East, Brevard County, Florida, which is depicted and labeled as "Reserved by Owner/Not Part of this Plat" on the record plat of Sunny Sites, Unit No 1, recorded in Plat Book 11, Page 65, of the Public Records of Brevard County, Florida, said lands lying West of and adjacent to Lots 12, 13, 33 and 34 of said subdivision, excepting therefrom the rights of way of Bermuda Avenue formerly known as Palm Street and Wilmar Avenue formerly known as Pine Street.

File Number: 21586

## COMPARABLE LAND SALE DATA SHEET

**SALE NUMBER:** 75-10109-7094

**RECORDING DATA:**  
OR Book/Page: 10109/7094  
County: Orange County

**GRANTOR:** Panes, LLC  
**GRANTEE:** Shirley D. Cortes

**DATE OF TRANSACTION:** **September 10, 2010**  
**DATE INSPECTED:** February 14, 2011

**DIMENSIONS AND SIZE:**  
Dimensions: Irregular – see sketch  
Size: 28.54 Acres or 1,243,224 square feet  
Source: Deed plot of legal description and verification

**SALE PRICE:** \$200,000  
**UNIT PRICE:** \$7,008 per acre

**TYPE OF INSTRUMENT:** Warranty Deed

**LOCATION:** The site is located on the west side of Beulah Road between Roper Road and Beard Road and to the west of the Orange Grove Subdivision in unincorporated Orange County, Florida. The property address is 1624 Beulah Road, Winter Garden, Florida 34787.

**LEGAL DESCRIPTION:** Lengthy see attached deed.

**ZONING:** R-2, Single-Family Residential, Orange County

**FUTURE LAND USE PLAN:** Low Density Residential (6 Units Per Acre)

**PRESENT USE:** Vacant

**HIGHEST & BEST USE:** Conservation/Passive Recreation

**CONDITIONS OF SALE:** Verified as arms-length; no adjustment necessary.

**FINANCING:** Cash to seller; no impact on sale price.

**ENCUMBRANCES:** This property is classified as a wetland. There are no other known easements or encumbrances.

**TYPE:** Wetland Sale

**SALE NO:** 75-10109-7094

**COMPARABLE LAND SALE DATA SHEET – Continued**

**UTILITIES:** All public utilities are available.

**VERIFICATION:**

Verified With: Nancy Liquari  
 Relationship: Closing Agent for Title Company  
 Telephone: (407) 370-6664  
 Date Verified: February 15, 2011  
 Verified By: Lee Lobban

**MOTIVATION OF PARTIES:**

Grantor: Disposing of assets.  
 Grantee: Purchased as an investment.

**CASH EQUIVALENCY:**

Cash equivalent sale price; no adjustment required.

**SALE HISTORY:**

There have been no other arm's length transactions on this property within the past five years. There was a quit claim transfer of ownership on the property in February of 2009, as recorded under OR Book 9830, Page 4330.

**EXPOSURE TIME:**

1 to 2 years ±

**NO. OF DAYS ON MARKET:**

This property was not actively marketed prior to the sale.

**REAL ESTATE TAXES:**

Parcel Identification No: 25-22-27-0000-00-008  
 Taxing Authority: Orange County  
 Year Assessed: 2012  
 Assessed Value  
     Land: \$ 162,279  
     Improvements: \$ 0  
     Taxes: \$ 2,899.73

**REMARKS:** This property is a wetland tract with 197± feet of frontage on the west side of Beulah Road. It is surrounded by residential housing and appears to be used as a watershed area for the overflow of stormwater retention ponds in the housing subdivisions. According to Flood Map 12095C 0215F, the entire tract lies within Flood Zone A. The National Wetland Inventory Maps classify the entire tract as a freshwater forested shrub wetland. Reportedly, the buyer was from out of town and purchased this land hoping to be able to build an estate home using the 200± feet of frontage on Beulah Road. It is not known if this was ever permitted since the buyer could not be reached for confirmation.

**PHOTOGRAPH:**



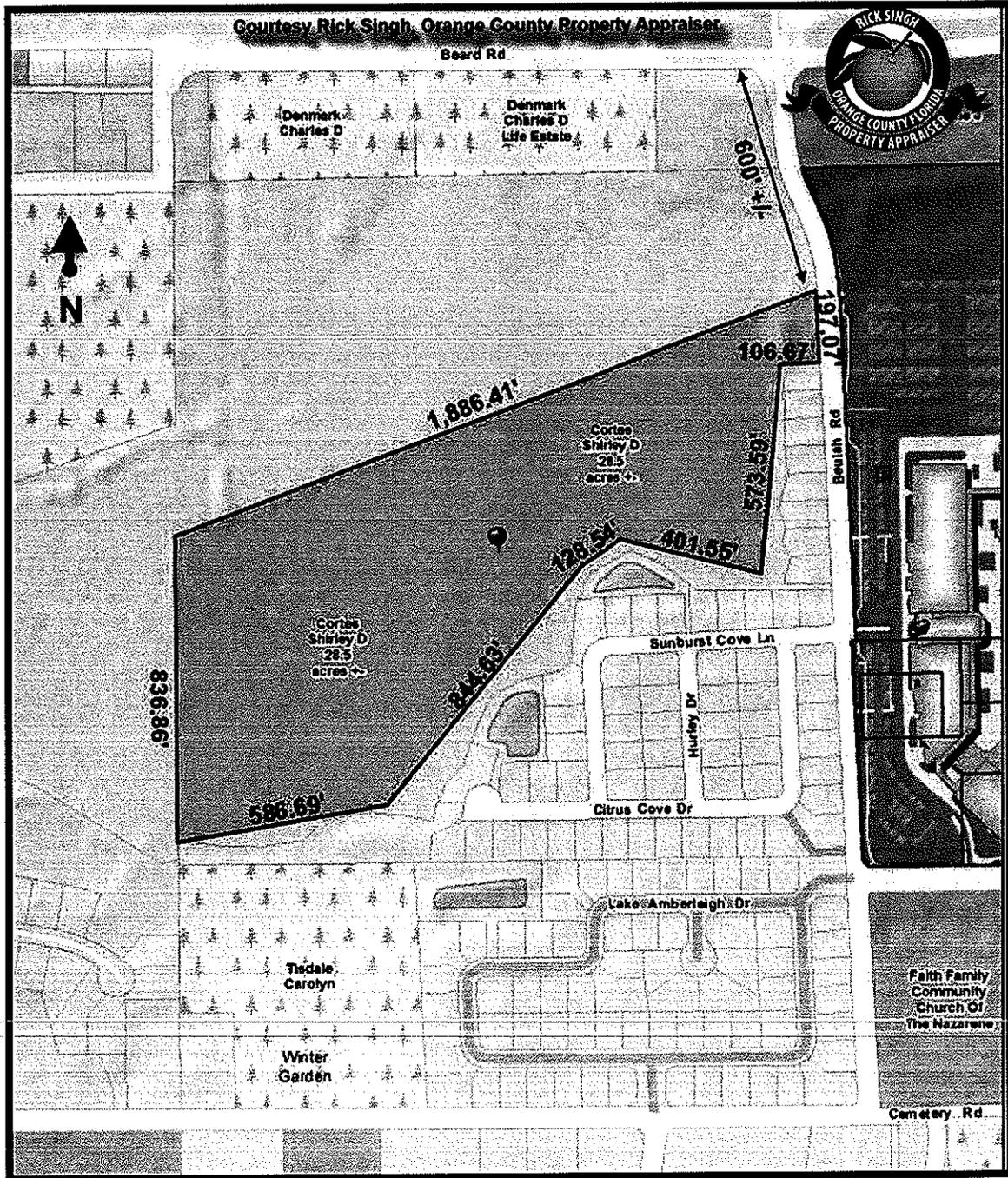
Photo Taken By: C. Lee Lobban  
Date Taken: February 14, 2011

**AERIAL MAP SHOWING CAMERA ANGLE:**

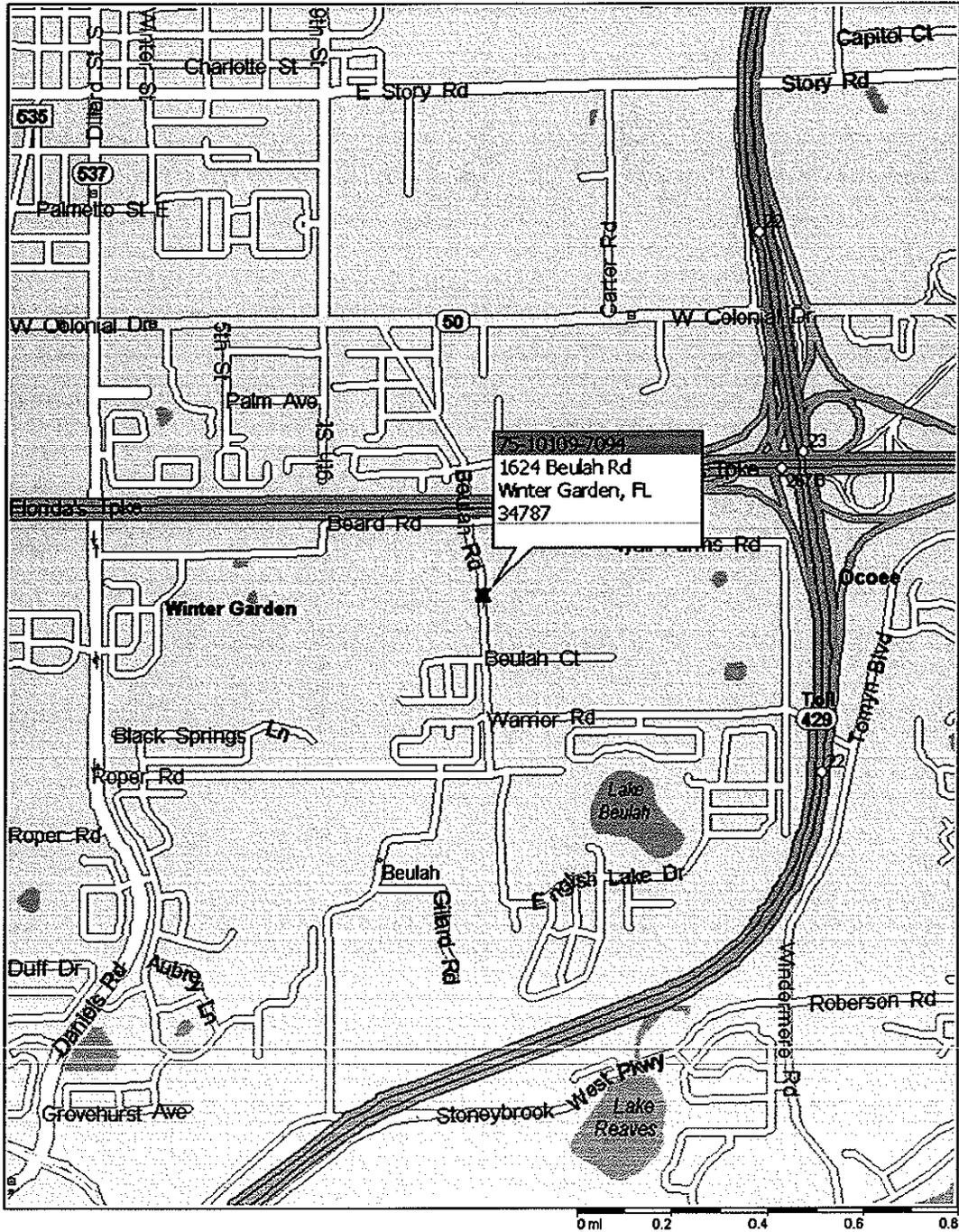


Source: <http://maps.ocpaf1.org/webmap/>

PARCEL SKETCH:



**LOCATION MAP:**



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**COPY OF LAST DEED:**

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
 Nancy Licari  
 Equitable Title of Dr. Phillips, LLC  
 6985 Wallace Road  
 Orlando, FL 32819  
 DP10298  
 Property Appraisers Parcel Identification (folio) Number:  
 25-22-27-0000-00008

DOC# 20100550170 B: 10109 P: 7094  
 09/24/2010 12:45:43 PM Page 1 of 2  
 Rec Fee: \$18.00  
 Deed Rec Tax: \$1,486.00  
 Intangible Tax: \$0.00  
 Mortgage Stamp: \$0.00  
 Martha O. Raynie, Comptroller  
 Orange County, FL  
 PU - Ret To: **EQUITABLE TITLE - DR PHIL**

**WARRANTY DEED**

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED**, made September 10, 2010 by Panes LLC, a Florida limited liability company, herein called the grantor(s), to Shirley D. Cortes, a single woman whose post office address is 1624 Beulah Rd Winter Garden, FL 34787, hereinafter called the Grantee(s):  
*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**WITNESSETH:** That the grantor(s), for and in consideration of the sum of **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (U.S. \$200,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Orange County, State of Florida, viz:

A portion of the Southwest 1/4 of Section 25, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of the North 587 feet of the South 1/2 of the Southwest 1/4 of said Section 25 with the West right-of-way line of Beulah Road, Second Amendment according to the plat thereof as recorded in Plat Book 15, Pages 105 and 106 of the Public Records of Orange County, Florida; thence North 02°40'29" West, 464.65 feet; thence North 00°02'28" East, 211.04 feet; thence South 87°19'31" West, 10.00 feet; thence North 02°40'29" West, 871.80 feet (the last four courses described being coincident with the Westerly right of way line of Beulah Road, Second Amendment); thence South 69°34'00" West 1886.41 feet; thence South 00°12'50" East along the West line of the Southwest 1/4 of said Section 25, a distance of 900.00 feet; thence North 89°35'40" East along the South line of the North 587 feet of the South 1/2 of the Southwest 1/4 of said Section 25, a distance of 1836.60 feet to the point of beginning.

LESS THE FOLLOWING DESCRIBED PARCEL:

A portion of the Southwest 1/4 of Section 25, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of the North 587 feet of the South 1/2 of the Southwest 1/4 of said Section 25 with the West right-of-way line of Beulah Road, Second Amendment according to the plat thereof as recorded in Plat Book 15, Pages 105 and 106 of the Public Records of Orange County, Florida; thence North 02°40'29" West, 464.65 feet; thence North 00°02'28" East, 211.04 feet; thence South 87°19'31" West, 10.00 feet; thence North 02°40'29" West, 674.73 feet (the last four courses described being coincident with the Westerly right of way line of Beulah Road, Second Amendment); thence South 87°19'31" West 106.67 feet; thence South 05°23'07" West 573.59 feet; thence North 76°06'55" West 401.55 feet; thence South 57°11'42" West 128.54 feet; thence South 39°26'37" West 844.63 feet; thence South 80°27'16" West 586.69 feet; thence South 00°12'50" East along the West line of the Southwest 1/4 of said Section 25, a distance of 63.14 feet; thence North 89°35'40" East along the South line of the North 587 feet of the South 1/2 of the Southwest 1/4 of said Section 25, a distance of 1836.60 feet to the point of beginning. Said lands lying in the City of Winter Garden, Orange County, Florida.

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the grantor(s) hereby covenant(s) with said grantee(s) that the grantor(s) is/are lawfully seized of said land in fee simple; that the grantor(s) has/have good right and lawful authority to sell and convey said land, and hereby warrant(s) the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

**IN WITNESS WHEREOF**, the said grantor(s) has/have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

B. Valente  
Witness #1 Signature

Randy Valente  
Witness #1 Printed Name

Nancy Licari  
Witness #2 Signature

Nancy Licari  
Witness #2 Printed Name

Panes LLC, a Florida limited liability company

Nesha Hazell  
By Nesha Hazell, Manager **MEMBER**  
5245 Butler Ridge Dr Windermere, FL 34786

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this September 10, 2010, by, Nesha Hazell, **MEMBER** Manager of Panes LLC, a Florida limited liability company, she ( ) is personally known to me or ( X ) has produced Photo ID as identification.



Nancy Licari  
Notary Public  
Printed Notary Name

My Commission Expires: \_\_\_\_\_

**QUALIFICATIONS  
OF  
C. LEE LOBBAN, MAI**

**BUSINESS ADDRESS:**

President and Owner	Telephone: (321) 268-9003
DIVERSIFIED PROPERTY SPECIALISTS, INC.	Facsimile: (321) 268-9022
1705 S. Washington Avenue	E-Mail: lobban@dpsappraisers.com
Titusville, Florida 32780	Web Site: www.dpsappraisers.com
	Tax ID#: 59-3353398

**GENERAL EDUCATION:**

Bachelor of Science Degree in Economics  
Florida State University, Tallahassee, Florida  
Post Graduate Studies in Business Administration  
University of Miami, Miami, Florida

**APPRAISAL EDUCATION:**

Case Studies in Real Property Valuation 2-1-1991  
Capitalization Theory and Techniques A & B - 1992  
Course 320 - General Appraisal Techniques - 1994  
Appraising Retail Properties - 1995  
Legal Aspects of Easements - 1996  
Comparative Analysis of DCF Software - 1997  
Florida Condemnation Valuation & Appraiser Liability - 1997  
The Appraisal Approach of the Future - 1998  
Standards of Professional Practice Part A (USPAP) & Part B - 1999  
Litigation Skills for the Appraiser - 2001  
Data Confirmation & Valuation Methods - 2001  
Easement Valuation - 2001  
Disclosure and Appraisal Liability - 2002  
Attacking and Defending the Appraisal in Litigation - 2003  
The Evolution of Eminent Domain in the State of Florida - 2003  
South Florida Water Management Seminar - 2003  
Seminar Instructor - Using G.I.S., Graphics, FTP, and other Software - 2004  
Professional Code of Ethics - Course 420 - 2005  
What to Do With the New Forms Seminar - 2005  
Communicate with Skill: Presentation Techniques for Eminent Domain Cases - 2005  
Subdivision Valuation: Comprehensive Guide to Valuing Improved Subdivisions - 2006  
South Florida Water Management Seminar - 2006  
Florida Core Law Update - 2006  
National USPAP Update - 2006  
Seminar from the Appraisal Institute - Cool Tools - 2007  
South Florida Water Management District Appraisal Seminar - 2007  
Forecasting Revenue from the Appraisal Institute - 2008  
Advanced Appraisal Review from FDOT - 2008  
USPAP & Florida Law Update from FDOT - 2008  
Supervisor & Trainee Appraiser Rules & Roles from FDOT - 2008

## Qualifications of C. Lee Lobban, MAI - Continued

### APPRAISAL EDUCATION Continued:

Office Building Valuation: A Contemporary Perspective from Appraisal Institute – 2008  
 Uniform Appraisal Standards for Federal Land Acquisitions, Appraisal Institute - 2009  
 Stats And Graphs from the Appraisal Institute - 2009  
 Appraisal Curriculum Overview from the Appraisal Institute – 2009  
 Business Practices and Ethics from the Appraisal Institute – 2010  
 Advanced Appraisal Review from FDOT - 2010  
 USPAP & Florida Law Update from FDOT - 2010  
 Supervisor & Trainee Appraiser Rules & Roles from FDOT – 2010  
 Understanding New Interagency Appraisal & Evaluation Guidelines, AI Webinar - 2011  
 Appraising the Appraisal: Appraisal Review-General from Appraisal Institute – 2012  
 Trial Components: Recipe for Success from Appraisal Institute – 2012  
 Common Errors & Issues in Appraising from FDOT – 2012  
 Appraisal Project Management from FDOT – 2012  
 USPAP & Florida Law Update from FDOT - 2012

### PROFESSIONAL AFFILIATIONS:

Member of the Appraisal Institute - Designation No. 10795  
 Licensed Real Estate Salesman - State of Florida (SL52978)  
 State-Certified General Real Estate Appraiser (RZ0001844) - State of Florida  
 Member of the Association of Eminent Domain Professionals (AEDP)  
 Member of the International Right of Way Association (IRWA)  
 1997/98/99 Chairman of International Right of Way Association District II, Chapter 26  
 1998/99/2000/01/02/03 Special Master for Value Adjustment Board Volusia County  
 Member of the Institute of Real Estate Management (IREM)

### APPRAISAL EXPERIENCE

Mr. Lobban has over 27 years of appraisal experience in 21 counties in the State of Florida. His experience covers the following types of properties:

Single and multi-family residences	Shopping centers and retail
Apartment developments	Restaurants
All types of vacant land	Banks
Industrial warehouses	Regional Malls
Right of way condemnation	Office buildings
RV & Mobile Home Parks	Utility Easements
Golf Courses	Utility Plants
Hotels/Vacation Resorts	Skating Rinks
Outdoor Advertising Signs	Ground Leases
Nursing Homes	ACLF's
CCRC's	Islands

Mr. Lobban and his staff maintain and operate a fully equipped, state-of-the-art appraisal office with a complete research database. All appraisers are linked to a main server linked to a digital copier and color printer with automatic off-site storage capacity. Each computer has telecommunication capabilities using high-speed cable internet connections. Mr. Lobban writes reports using Word in conjunction with Excel and Lotus spreadsheet programs. He uses Argus financial software for income properties requiring lease-by-lease analyzes for cash flow projections. He uses on-line data base services for sales searches throughout the state of Florida and uses Deed Plot software for plotting legal descriptions from deeds.

**Qualifications of C. Lee Lobban, MAI - Continued**

**CONSULTING EXPERIENCE:**

Mr. Lobban's consulting experience has encompassed many real estate disciplines. Counseling services rendered have involved guidance on individual property leasing, ownership and development problems.

**APPRAISAL REVIEW EXPERIENCE:**

Mr. Lobban has experience in reviewing appraisal reports for both governmental and private-sector clients. Past Review Assignments include the federally funded Lynx Light Rail Project in Orlando, Florida, a 66 parcel eminent domain review assignment on Saxon Boulevard in Volusia County, and appraisal review assignments for the FDOT Legal Department in Deland, Florida. Mr. Lobban is familiar with the Uniform Appraisal Standards for Federal Land Acquisitions and the FDOT Supplemental Standards for Appraisal Review.

**DEVELOPER EXPERIENCE**

Mr. Lobban has extensive experience as a developer in the South Florida area, who as owner and president of his own construction Company, developed 11 mid-rise apartments and condominium projects in Broward County between 1971 and 1981.

**SPECIAL MARKET STUDIES**

A partial list of types of studies completed includes the following:

- Estimates of marketability and economic feasibility
- Highest and best and most profitable use analysis
- Condominium conversion studies
- Land planning and development strategies
- Analysis of potential zoning and land use changes
- Commercial, retail, motel, apartment and industrial space rental surveys
- Direct mail and field interview studies to gauge marketability for various types of real estate

**CLIENTS SERVED:**

Mr. Lobban has appraised and consulted for a variety of clients, including property owners, investors, attorneys, financial institutions, insurance companies, and federal, state and local government agencies. A partial list of clients served and references are available upon request.

**COURT TESTIMONY**

Mr. Lobban has testified as an expert witness in the Circuit Courts of Florida. He has been qualified as an expert witness in the following Counties:

- |                 |                |                |
|-----------------|----------------|----------------|
| Orange County   | Lake County    | Brevard County |
| Osceola County  | Duval County   | Nassau County  |
| Seminole County | Volusia County | Dade County    |
| Putnam County   |                |                |

Mr. Lobban has testified as an expert witness in approximately 65 order of takings within the past 10 years. He has testified as an expert witness in 7 trials during that same period.