

City of Deltona

Mayor
John Masiarczyk, Sr.

Vice Mayor
Heidi Herzberg
District 3

Commissioners:

Zenaida Denizac
District 1

Webster Barnaby
District 2

Nancy Schleicher
District 4

Anthony Bellizio
District 5

Chris Nabicht
District 6

City Manager
William D. Denny

REGULAR CITY COMMISSION MEETING
MONDAY, AUGUST 18, 2014
6:30 P.M.

DELTONA COMMISSION CHAMBERS
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA

AGENDA

1. CALL TO ORDER:
2. ROLL CALL – CITY CLERK:
3. INVOCATION AND PLEDGE TO THE FLAG:
 - A. Invocation Presented by Commissioner Nabicht - Pat Northey, Volusia County Council Member for District 5.
4. APPROVAL OF MINUTES & AGENDA:
 - A. Approval of Minutes - Regular City Commission Meeting of August 4, 2014.
 - B. Additions or Deletions to Agenda.
5. PRESENTATIONS/AWARDS/REPORT:
6. PUBLIC FORUM - Citizen comments for any items.
(4 minute maximum length)

CONSENT All items marked with an ✱ will be considered by one motion unless

AGENDA: removed from the Consent Agenda by a member of the City Commission.

7. CONSENT AGENDA:

8. ORDINANCES AND PUBLIC HEARINGS:

- A. Public Hearing - Deltona Tractor Supply Final Plat Application (FP 14-001).**
- B. Public Hearing - Ordinance No. 13-2014, Amending the Firefighter's Pension Plan by allowing the Fire Chief the option of Opting Out of Participation, at second and final reading.**
- C. Public Hearing - Ordinance No. 19-2014, Charter amendment removing initial incorporation/transition provisions, boundary descriptions, and language changing candidate qualifying provisions, at second and final reading.**
- D. Public Hearing - Ordinance No. 20-2014, Charter amendment removing City Manager residency requirement, at second and final reading.**
- E. Public Hearing - Ordinance No. 22-2014, Charter amendment removing in-house City Attorney residency requirement, at second and final reading.**
- F. Public Hearing - Ordinance No. 23-2014, Charter amendment changing compensation of Mayor and City Commission, at second and final reading.**

9. OLD BUSINESS:

10. NEW BUSINESS:

- A. Request for approval of the revised project total cost to upgrade DeltonaTV Broadcast Equipment.**
- B. Request for approval of Mr. Baker's proposed Acting City Manager employment agreement.**
- C. Request for approval to piggyback Clay County Agreement/Contract #11/12-77 for the contract with Community Champions Corporation, f/k/a Federal Property Registration Corp.**
- D. Approval of Resolution No. 2014-25; Setting Registration Fees for Implementation of Anti-Blight Ordinance.**
- E. Request for approval of a proposed Bond Anticipation Note from the City's bank Wells Fargo.**

11. CITY ATTORNEY COMMENTS:

12. CITY MANAGER COMMENTS:

A. Lobbyist Update.

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:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Commissioner Nabicht - Pat Northey, Volusia County Council Member for District 5.

LOCATION:	N/A
BACKGROUND:	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.
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	N/A - Invocation Only.
POTENTIAL MOTION:	N/A - Invocation Only.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of August 4, 2014.

LOCATION:	N/A
BACKGROUND:	N/A
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 - To approve the minutes of the Regular City Commission Meeting of August 4, 2014.
POTENTIAL MOTION:	"I move to approve the minutes of the Regular City Commission Meeting of August 4, 2014."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• RCM Minutes August 4, 2014

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, AUGUST 4, 2014**

1 A Regular Meeting of the Deltona City Commission was held on Monday, August 4, 2014 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	Heidi Herzberg	Present
12	Commissioner	Webster Barnaby	Present
13	Commissioner	Anthony Bellizio	Present
14	Commissioner	Zenaida Denizac	Present
15	Commissioner	Chris Nabicht	Present
16	Commissioner	Nancy Schleicher	Present
17	City Manager	Dave Denny	Present
18	City Attorney	Becky Vose	Present
19	City Clerk	Joyce Raftery	Present
20			

21 Also present: Planning and Development Services Director Chris Bowley; Planning and
22 Development Assistant Director Ron Paradise; Economic Development Manager Jerry Mayes;
23 Deputy City Manager Dale Baker; and VCSO Captain Dave Brannon.

24
25 **3. INVOCATION AND PLEDGE TO THE FLAG:**

26
27 Invocation Presented by Commissioner Bellizio – Nick Pizza, of Pizza Family Ministry.

28
29 The National Anthem was sung by Ryan Aceituno.

30
31 **4. APPROVAL OF MINUTES & AGENDA:**

32
33 **A. Minutes:**

34
35 **1. Approval of Minutes – Special & Regular City Commission Meeting of July 21, 2014.**

36
37 Commissioner Schleicher stated on Page 221, under New Business, Item 10-, to correct Mr. Sixma’s
38 first name from “Tony” to “Stony”.

39
40 **Motion by Commissioner Denizac, seconded by Vice Mayor Herzberg to approve the minutes of**
41 **the Special & Regular City Commission Meeting of July 21, 2014, as amended.**

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

46
47 **B. Additions or Deletions to Agenda:**

48
49 City Manager Dave Denny requested to pull Agenda Item 8-D.

1
 2 **5. PRESENTATIONS/AWARDS/REPORTS:**

3
 4 **A. Presentation – Quarterly Reports of City Advisory Boards/Committees.**

5
 6 The Chairmen of the Planning and Zoning Board, Tom Burbank, and the Deltona Economic
 7 Development Advisory Board (DEDAB) and its Sub-Committees, Rick Demeter, presented their
 8 reports and the Firefighters' Pension Plan, Board of Trustees report was a written report.
 9

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

11
 12 a) VCSO Captain David Brannon reminded everyone of National Night Out at City Hall to take
 13 place on Tuesday, August 5th from 5:30-8:30 p.m. It is a great opportunity to promote law enforcement
 14 activities, a greater sense of community and how everyone can work together to stamp out crime in
 15 Deltona and other communities. The VCSO will be joined by the Florida Highway Patrol and Florida
 16 Wildlife as well as vendors at the event and he hoped to see all the Commission and residents at the
 17 event.
 18

19 **7. CONSENT AGENDA:** None.

20
 21 **8. ORDINANCES AND PUBLIC HEARINGS:**

22
 23 **A. Public Hearing - Resolution No. 2014-21: Community Development Block Grant**
 24 **(CDBG) Annual Action Plan for Program Year (PY) 2014-15.**

25
 26 Assistant Planning & Development Services Director Ron Paradise provided a brief overview of the
 27 CDBG Annual Action Plan for PY 214-2015.
 28

29 The Commission and staff discussed why the allocation for the homeless was so small, how the
 30 applicants are ranked, efforts that take place to prevent homelessness before it becomes a problem,
 31 the City reaching out to the churches to feed the homeless, possibly working with the Veterans of
 32 Foreign Wars (VFW) to assist with the homeless, the City not being listed on the Neighborhood
 33 Center of West Volusia website as a resource, the presentation at the League of Cities Dinner on the
 34 Pinellas County Safe Harbor Project, the prior year carry-over of \$151,000 already being allocated,
 35 not providing money to the Council on Aging until the contract could be reviewed, and whether or
 36 not the \$8,167.50 allocated to the Council on Aging was in addition to the contract.
 37

38 Commissioner Denizac questioned why only \$11,000 was allocated to the Neighborhood Center of
 39 West Volusia (NCWV) for the Homeless when there was \$151,000 carried over, if the allocation
 40 could be made bigger, and if there were some real statistics. Mr. Paradise replied the applicants
 41 were ranked and the Neighborhood Center of West Volusia actually received more than was asked
 42 for plus the NCWV has other money coming in from other sources as well, the City is not the sole
 43 source.
 44

45 Commissioner Barnaby asked if the City was reaching out to private entities as well as the Volusia
 46 Flagler Coalition for the Homeless. Mr. Paradise replied the City does work with the Coalition for
 47 the Homeless and the Continue of Care organization; the City did participate with the homeless

1 count here in the City earlier in the year and the count was turned over to be included in the greater
 2 homeless count that was going on in the County.

3
 4 Commissioner Nabicht asked to table the item until the review of the Council on Aging's contract
 5 can be reviewed and he asked that the contract be reviewed at a workshop. Mr. Paradise replied that
 6 the plan needed to be approved by August 16, 2014.

7
 8 Mayor Masiarczyk asked Mrs. Vose for a final status report from the Council on Aging on the
 9 closing of the Jablonski Trust which may answer a lot of questions. He stated he was not in favor of
 10 delaying this item as there are other agencies involved.

11
 12 Commissioner Schleicher suggested leaving the funds under the Community Development Block
 13 Grant (CDBG) Fund, but look at and change the contract with the Council on Aging. She requested
 14 the statistics on the homeless in the City and Mr. Paradise replied staff found three (3) or four (4)
 15 individuals who would be considered homeless during the two (2) day census.

16
 17 **Motion by Vice Mayor Herzberg, seconded by Commissioner Schleicher to approve Resolution**
 18 **No. 2014-21, the Community Development Block Grant Annual Action Plan for Program Year**
 19 **2014-2015.**

20
 21 Mayor Masiarczyk read the title of Resolution No. 2014-21.

22
 23 **A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, APPROVING THE COMMUNITY**
 24 **DEVELOPMENT BLOCK GRANT (CDBG) SECOND YEAR ACTION PLAN FOR PROGRAM**
 25 **YEAR 2014-2015; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUIRED**
 26 **FEDERAL FORMS AND CERTIFICATIONS; AUTHORIZING SUBMITTAL OF THE PLAN;**
 27 **AUTHORIZING THE ADMINISTRATION OF THE PROGRAM; PROVIDING AN**
 28 **EFFECTIVE DATE.**

29
 30 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 31 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
 32 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

33
 34 Resolution No. 2014-21 was approved at 7:09 p.m.

35
 36 **B. Public Hearing - Resolution No. 2014-08, Iglesia Misionera Esblabon de Dios (IMED)**
 37 **Church Conditional Use Application (CU14-003).**

38
 39 Planning & Development Director Chris Bowley gave a brief overview of the item.

40
 41 Mayor Masiarczyk opened the public hearing.

42
 43 Phillip Giorno, 2135 Brewster Drive, stated that he lives in the area and is for the development.

44
 45 Mayor Masiarczyk closed the public hearing.

46
 47 **Motion by Commissioner Denizac, seconded by Vice Mayor Herzberg to approve Resolution**
 48 **No. 2014-08, the Conditional Use application (CU14-003) for IMED Church, located at 2745**
 49 **Lake Helen-Osteen Road with the conditions of approval that require buildings be no closer**
 Item 4A

1 **than 50 feet from any property line, that off-street parking areas meet the landscape buffer**
 2 **and parking surface requirements, that the maximum capacity of the church per this**
 3 **Conditional Use application shall be limited to no more than 210 seats, and that traffic mobility**
 4 **in the Lake Helen-Osteen Road right-of-way meets all appropriate regulatory provisions and**
 5 **standards.**

6
 7 Mayor Masiarczyk read the title of Resolution No. 2014-08.

8
 9 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA;**
 10 **GRANTING A CONDITIONAL USE TO PERMIT A HOUSE OF WORSHIP WITHIN AN RE-1,**
 11 **RESIDENTIAL ESTATE ZONING DISTRICT FOR THE PROPERTY LOCATED AT 2745**
 12 **LAKE HELEN-OSTEEN ROAD, WITHIN THE CITY OF DELTONA; PROVIDING**
 13 **CONDITIONS AND AN EFFECTIVE DATE.**

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

18
 19 Resolution No. 2014-08 was adopted at 7:12 p.m.

20
 21 **C. Public Hearing - Ordinance No. 15-2014, An amendment to allow Changeable Copy**
 22 **Signs for Houses of Worship, at second and final reading.**

23
 24 Planning & Development Director Chris Bowley stated the Commission requested more statistics which
 25 he provided in the agenda memo and he went over those statistics.

26
 27 **Motion by Commissioner Barnaby, seconded by Commissioner Nabicht to approve Ordinance**
 28 **No. 15-2014, an amendment to allow changeable copy signs for houses of worship, at second**
 29 **and final reading.**

30
 31 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

32
 33 City Attorney Becky Vose read the title of Ordinance No. 15-2014.

34
 35 **AN ORDINANCE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF**
 36 **DELTONA, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B, LAND**
 37 **DEVELOPMENT CODE, BY REVISING SECTION 102-78, HOUSES OF WORSHIP, AND**
 38 **SECTION 102-102, CHANGEABLE COPY SIGNS, OF CHAPTER 102, SIGNS;**
 39 **PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN**
 40 **EFFECTIVE DATE.**

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

45
 46 Ordinance No. 15-2014 was adopted at 7:15 p.m.

47
 48 **D. Public Hearing - Ordinance No. 05-2014, an amendment to rezone ±8.67 acres of land**
 49 **located at 110 Howland Boulevard from the Volusia County zoning designation of Rural**

1 **Residential (RR) to the City of Deltona zoning designation of Retail Commercial (C-1), at first**
 2 **reading and to schedule second and final reading for August 18, 2014.**

3
 4 Item was pulled from the agenda by the City Manager.

5
 6 **E. Ordinance No. 13-2014, Amending the Firefighter's Pension Plan by allowing the Fire**
 7 **Chief the option of Opting Out of Participation, at first reading and to schedule second and**
 8 **final reading for August 18, 2014.**

9
 10 **Motion by Commissioner Barnaby, seconded by Commissioner Denizac to approve Ordinance**
 11 **No. 13-2014, at first reading and to schedule second and final reading for August 18, 2014.**

12
 13 City Attorney Becky Vose read the title of Ordinance No. 13-2014.

14
 15 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE**
 16 **FIREFIGHTER'S PENSION PLAN BY ALLOWING THE FIRE CHIEF THE OPTION OF**
 17 **OPTING OUT OF PARTICIPATION; PROVIDING FOR CONFLICTS, CODIFICATION,**
 18 **SEVERABILITY AND FOR AN EFFECTIVE DATE.**

19
 20 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

21
 22 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 23 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
 24 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

25
 26 Ordinance No. 13-2014 was adopted at 7:16 p.m.

27
 28 **F. Ordinance No. 19-2014, Charter amendment removing initial incorporation/transition**
 29 **provisions, boundary descriptions, and language changing candidate qualifying provisions, at**
 30 **first reading and to schedule second and final reading.**

31
 32 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve**
 33 **Ordinance No. 19-2014, at first reading and to schedule second and final reading for August**
 34 **18, 2014.**

35
 36 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

37
 38 City Attorney Becky Vose read the title of Ordinance No. 19-2014.

39
 40 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN**
 41 **AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA,**
 42 **REPEALING ORDINANCE NO. 08-2014; PROPOSING A CHARTER AMENDMENT**
 43 **REMOVING INITIAL INCORPORATION/TRANSITION PROVISIONS, BOUNDARY**
 44 **DESCRIPTION, AND LANGUAGE CHANGING CANDIDATE QUALIFYING**
 45 **PROVISIONS; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL**
 46 **ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT**
 47 **SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING**
 48 **FOR AN EFFECTIVE DATE.**

1
2 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
3 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
4 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

5
6 Ordinance No. 19-2014 was adopted at 7:19 p.m.

7
8 **G. Ordinance No. 20-2014, Charter amendment removing City Manager residency**
9 **requirement, at first reading and to schedule second and final reading.**

10
11 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

12
13 Commissioner Nabicht clarified that what the Commission is voting on are the ballot questions to be
14 placed on the November ballot for the residents to vote on.

15
16 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to approve Ordinance**
17 **No. 20-2014, at first reading and to schedule second and final reading for August 18, 2014.**

18
19 City Attorney Becky Vose read the title of Ordinance No. 20-2014.

20
21 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN**
22 **AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA,**
23 **REMOVING CITY MANAGER RESIDENCY REQUIREMENT; CALLING FOR A**
24 **REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014;**
25 **PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE**
26 **REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE**
27 **DATE.**

28
29 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
30 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
31 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

32
33 Ordinance No. 20-2014 was adopted at 7:20 p.m.

34
35 **H. Ordinance No. 21-2014, Charter amendment removing term limits on Mayor and City**
36 **Commissioners, at first reading and to schedule second and final reading.**

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

39
40 The Commission discussed being reluctant to approve the ordinance, removing term limits could
41 have the potential for corruption, that it was the Charter Review Committee's (CRC)
42 recommendation to remove term limits, having confidence in the public to determine who should be
43 elected and for how long, separating the referendum questions to be individually voted on, the
44 referendum questions not all being recommendations of the CRC, and placing a referendum question
45 on the ballot that is not beneficial to the residents.

1 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve**
 2 **Ordinance No. 21-2014, at first reading and to schedule second and final reading for August**
 3 **18, 2014.**

4
 5 Mayor Masiarczyk opened the public hearing.

6
 7 Paul Bebe, 1409 Gainesville Court, stated he agreed with Commissioner Bellizio that term limits
 8 should not be left up to the residents to vote on.

9
 10 Mayor Masiarczyk closed the public hearing.

11
 12 City Attorney Becky Vose read the title of Ordinance No. 21-2014.

13
 14 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN**
 15 **AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA,**
 16 **REMOVING TERM LIMITS ON MAYOR AND CITY COMMISSIONERS; CALLING FOR**
 17 **A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014;**
 18 **PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE**
 19 **REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE**
 20 **DATE.**

21
 22 **Motion failed with members voting as follows:**

23		
24	Commissioner Barnaby	Against
25	Commissioner Bellizio	Against
26	Commissioner Denizac	Against
27	Commissioner Nabicht	For
28	Commissioner Schleicher	For
29	Vice Mayor Herzberg	Against
30	Mayor Masiarczyk	For

31
 32 Ordinance No. 21-2014 failed at 7:34 p.m.

33
 34 **I. Ordinance No. 22-2014, Charter amendment removing in-house City Attorney**
 35 **residency requirement, at first reading and to schedule second and final reading.**

36
 37 **Motion by Vice Mayor Herzberg, seconded by Commissioner Barnaby to approve Ordinance**
 38 **No. 22-2014, at first reading and to schedule second and final reading for August 18, 2014.**

39
 40 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

41
 42 City Attorney Becky Vose read the title of Ordinance No. 22-2014.

43
 44 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN**
 45 **AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA,**
 46 **REMOVING IN HOUSE CITY ATTORNEY RESIDENCY REQUIREMENT; CALLING**
 47 **FOR A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4,**
 48 **2014; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE**
 49 **REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE**

1 **DATE.**

2
3 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
4 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
5 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

6
7 Ordinance No. 22-2014 was adopted at 7:36 p.m.

8
9 **J. Ordinance No. 23-2014, Charter amendment changing compensation of Mayor and**
10 **City Commission, at first reading and to schedule second and final reading.**

11
12 The Commission discussed the referendum question not passing partly due to the way it is worded,
13 the time spent reviewing the question and the different calculations that the Commission discussed.

14
15 **Motion by Vice Mayor Herzberg, seconded by Commissioner Nabicht to approve Ordinance**
16 **No. 23-2014, at first reading and to schedule second and final reading for August 18, 2014.**

17
18 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

19
20 City Attorney Becky Vose read the title of Ordinance No. 23-2014.

21
22 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN**
23 **AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA,**
24 **CHANGING METHOD OF SETTING COMPENSATION OF MAYOR AND CITY**
25 **COMMISSIONERS; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL**
26 **ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT**
27 **SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING**
28 **FOR AN EFFECTIVE DATE.**

29
30 **Motion carried with members voting as follows:**

31		
32	Commissioner Barnaby	Against
33	Commissioner Bellizio	Against
34	Commissioner Denizac	Against
35	Commissioner Nabicht	For
36	Commissioner Schleicher	For
37	Vice Mayor Herzberg	For
38	Mayor Masiarczyk	For
39		

40 Ordinance No. 23-2014 was adopted at 7:40 p.m.

41
42 **9. OLD BUSINESS:**

43
44 **10. NEW BUSINESS:**

45
46 **A. Request for approval of the Interlocal Agreement with the River-to-Sea Transportation**
47 **Planning Organization.**

48

1 Mayor Masiarczyk stated that if it is okay with the Commission and the item passes, he will sign the
 2 agreement tonight so staff can forward the agreement as necessary and there was no opposition from
 3 the Commission.

4
 5 The Commission discussed why the urgency to have the agreement signed, the inclusion of Flagler
 6 County, the reason for the revised agreement being the Volusia Transportation Planning
 7 Organization (TPO) changed its name, the need to vote to approve the agreement, the City having a
 8 weighted vote/rate which would carry approximately 17%, allowing the metropolitan areas to work
 9 together, and the agreement being about long range planning.

10
 11 **Motion by Vice Mayor Herzberg, seconded by Commissioner Nabicht to approve the**
 12 **Interlocal Agreement for Creation of the Metropolitan Planning Organization and to**
 13 **authorize the Mayor to sign the Agreement as the Authorized Representative of the City.**

14
 15 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

16
 17 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 18 **Commissioner Bellizio, For; Commissioner Denizac, For; Commissioner Nabicht, For;**
 19 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

20
 21 **B. Request for consideration of proposed change to Real Estate Purchase Agreement for**
 22 **Dupont Lakes Park extending the Closing Date to earlier of site plan review or December 31,**
 23 **2014.**

24
 25 City Manager Dave Denny gave a brief description of the request from the buyer for an additional
 26 extension of the closing date from August 15, 2014 to December 31, 2014 or when they get a site
 27 plan approved. He stated the property is located in an area that will take a lot of time to get
 28 permitted and he is assuming that is the purpose of the request.

29
 30 The Commission discussed this being the buyers second extension, the lengthy requirements for this
 31 type of project, whether or not the City has received any other offers, there being a \$10,000 deposit
 32 is not at risk and is refundable, the buyer doing something in return for the extension, putting
 33 pressure on the purchaser, not knowing where the relocation of the ball fields are going to be, the
 34 City's Real Estate Agent suggested not doing another extension without a deposit of some real hard
 35 money, the proceeds of the property being used to relocate the ball fields, the extension being
 36 contingent on the \$10,000 deposit being non-refundable, the contract already being expired, the
 37 \$10,000 being an extremely small amount on a contract of this amount, the purchaser having an
 38 anchor store, not tying up other offers or the property, a reasonable deposit for the property being
 39 10% of the contract price, and the buyer not having a legal representative at the meeting.

40
 41 Dan Warren, 860 E. Lehigh Drive stated the first 30 day extension was to do soil testing, this
 42 extension is to extend the closing date, the \$10,000 being a "drop in the bucket" compared to the
 43 money the buyer has spent on plans, attorney and architects, the deposit being a good faith deposit,
 44 the buyer being the same one who did the CVS and Wendi's in the same area, the buyer went
 45 through a site plan review with staff and if the Commission chooses to start over it is the same long
 46 process.

47
 48 The Commission discussed the property purchase price being \$1.25 million, other investors not

1 showing any interest in the property, the buyer proposing a large building and a strip mall, the
2 money the buyer has spent on studies to make sure it can use the property, the buyer providing
3 monthly updates to the Commission and possibly not being able to sell the property with a non-
4 refundable 10% deposit with no assurance anything can be built on that property.

5
6 Dan Warren, 860 E. Lehigh Drive stated he is authorized to put up the \$10,000 deposit upon
7 extension approval, provide monthly updates and an additional \$10,000 will be provided to the City
8 by October 15, 2014 which normally the buyer would not do, but with the studies that have been
9 done the buyer believes it can make the project work.

10
11 Chris Bowley stated he has been in this situation before, there is usually a 30, 60, 90 and even up to
12 180 days for inspections of environmentally constrained properties, it is warranted to ask for hard
13 money down when providing extensions, the two (2) biggest issues on the property are the 100 year
14 flood plain and the 25 ft. buffer for the wetlands. He stated staff has seen a conceptual plan, but no
15 permits.

16
17 Mrs. Vose stated her concern is that the buyer will not get approval by the St. Johns River Water
18 Management District by the end of the year.

19
20 **Motion by Commissioner Barnaby, seconded by Commissioner Nabicht to restructure the**
21 **agreement with the proposed change to the Real Estate Purchase Agreement extending the**
22 **closing date to earlier of site plan review or December 31, 2014 based on the \$10,000 deposit**
23 **being non-refundable, an additional \$10,000 on October 31, 2014 and including the monthly**
24 **updates.**

25
26 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

27
28 **Motion carried with members voting as follows:**

29		
30	Commissioner Barnaby	For
31	Commissioner Bellizio	For
32	Commissioner Denizac	For
33	Commissioner Nabicht	For
34	Commissioner Schleicher	Against
35	Vice Mayor Herzberg	For
36	Mayor Masiarczyk	For
37		

38 Mayor Masiarczyk asked staff to bring back a plan for the 122 acres for the relocation of the ball
39 fields of Dupont Lakes Park.

40
41 The Commission discussed not putting money toward something that it is not sure of, to use
42 anything the City currently has as a temporary location for the ball fields, the \$20,000 non-
43 refundable deposit not being enough to relocate the ball fields, staff providing cost estimates to
44 relocate the existing lights at Dupont Lakes Park to other existing ball fields, the Commission
45 providing clear direction to staff as to where to relocate the ball fields, that it would take several
46 years for the City to even break ground on a new park, the time it will take to develop a park on the
47 122 acres, the issue being the lights in order to provide ball fields for the existing leagues playing at
48 Dupont Lakes Park, whether or not to spend the money to remove lights that may or may not be able

1 to be reused, staff providing temporary ball fields for the leagues to play on and the need for the City
2 to have a strategic plan.

3
4 **11. CITY ATTORNEY COMMENTS:** None.

5
6 **12. CITY MANAGER COMMENTS:** None.

7
8 **A. Lobbyist Update:**

9
10 **13. CITY COMMISSION COMMENTS:**

11
12 a) Commissioner Bellizio suggested when the City has property to sell in the future, to ensure there
13 is a 10% non-refundable deposit, develop a template or guidelines to operate by, and have a step-by-
14 step process so there is no confusion in the future.

15
16 b) Commissioner Schleicher stated tomorrow is National Night Out between 5:30 - 8:30 p.m.

17
18 c) Commissioner Nabicht welcomed Commissioner Schleicher back.

19
20 d) Commissioner Denizac requested a copy of the census and survey regarding the homeless, and
21 she suggested to direct staff to guide the Commission through another five (5) year economic
22 development and strategic plan because the Commission has been going in circles for months and there
23 was no opposition by the Commission.

24
25 e) Commissioner Barnaby stated he appreciated seeing all the public at the meeting keeping the
26 Commission accountable.

27
28 f) Vice Mayor Herzberg stated the Commission approved the conditional use for the house of
29 worship and Mr. Bowley provided the number of churches. She asked if it is possible to rezone those
30 church properties that are zoned residential, but are currently located in a commercial zone in-house.
31 Mrs. Vose replied it would be possible; however, she is in the process of drafting an ordinance that
32 would allow essentially the subordinate commercial uses in churches that are zoned residential. She
33 suggested this would be more desirable because if you rezone a church that is in a residential area to
34 commercial and the church closes then you could put any type of commercial zoning there.

35
36 g) Mayor Masiarczyk stated he would like staff to prepare an RFP for the Commission's approval
37 for a permanent City Manager and there was no opposition by the Commission.

38
39 h) Mayor Masiarczyk thanked Captain Brannon, he has been receiving some strange calls lately and
40 he asked the Commission to keep track of their calls and not to just dismiss them.

41
42 i) Commissioner Barnaby stated churches are going to give out back packs and school supplies this
43 coming weekend.

44
45 **14. ADJOURNMENT:**

46
47 There being no further business, the meeting adjourned at 8:41 p.m.

48

City of Deltona, Florida
Regular City Commission Meeting
August 4, 2014
Page 12 of 12

1
2
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12

John Masiarczyk Sr., Mayor

ATTEST:

Joyce Raftery, City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 8 - A
SUBJECT: Public Hearing - Deltona Tractor Supply Final Plat Application (FP 14-001).

LOCATION:

The proposed Tractor Supply Company (TSC) site is located at 830 N SR 415, north of the Howland Boulevard/SR 415 intersection, along the west side of SR 415.

BACKGROUND:

The City of Deltona received an application for the Deltona Tractor Supply Final Plat for a ±5.07 acre site (Project No. FP14-001). The approval and recordation of this plat will create a legal lot of record to be able to ultimately construct a proposed ±18,720 SF TSC retail store with outdoor display areas. The plat area utilizes a portion of a parent tract created through past vacation events of the Second Addition to the Carnell antiquated subdivision that includes portions of parcels 9206-01-03-0010 and 9206-01-03-0011. The proposed plat is also consistent with Section 106-31, Final Plat Review, of the City's Code of Ordinances.

The applicant recorded the easements necessary for access management and utility provision (see the attached exhibits), to be included as reference on the Final Plat. The plat also shows that the proposed site improvements are located outside of the FDOT Murphy Reservation Areas. Primary access to SR 415 is provided through an off-site easement, which is designed to become a boulevard entryway for adjacent lands in the future. The City's Development Review Committee has reviewed the Final Plat and associated Final Construction Plan set and deemed them to be compliant with City subdivision and land development regulations.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Planning Director, City Attorney, Finance Director

**STAFF
RECOMMENDATION
PRESENTED BY:**

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve the Deltona Tractor Supply Final Plat (FP 14-001).

**POTENTIAL
MOTION:**

"I hereby move to approve the Deltona Tractor Supply Final Plat (FP 14-001)."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, City Manager

ATTACHMENTS:

- Exhibit B: Staff Report 071114
- Exhibit A: Deltona Tractor Supply Final Plat
- Exhibit C: Legal Description
- Exhibit D: Title Commitment
- Exhibit E: Recorded Access Easement
- Exhibit F: Recorded Utility Easement

Staff Report



To: Development Review Committee

From: Scott McGrath

Date: July 11, 2014

Meeting Date: July 16, 2014

Subject: Project No. FP14-001, Final Plat for Tractor Supply Company (TSC)

I. SUMMARY OF APPLICATION:

DESCRIPTION: Final Plat for a 18,720+/- square foot retail store with fenced enclosed outside storage.

APPLICANT: Frank Alexander, Primax Properties LLC.

ENGINEER OF RECORD: Richard J Kern, PE. Honeycutt & Assoc.

OWNER: Albert Pell

PARCEL NO.: 9206-01-03-0010, 9206-01-03-0012

ADDRESS: 830 N SR415

ACREAGE: ±5.07 Acres

LOCATION: Approximately 200 feet south of the intersection of SR 415 and Ft Smith Blvd. in Deltona.

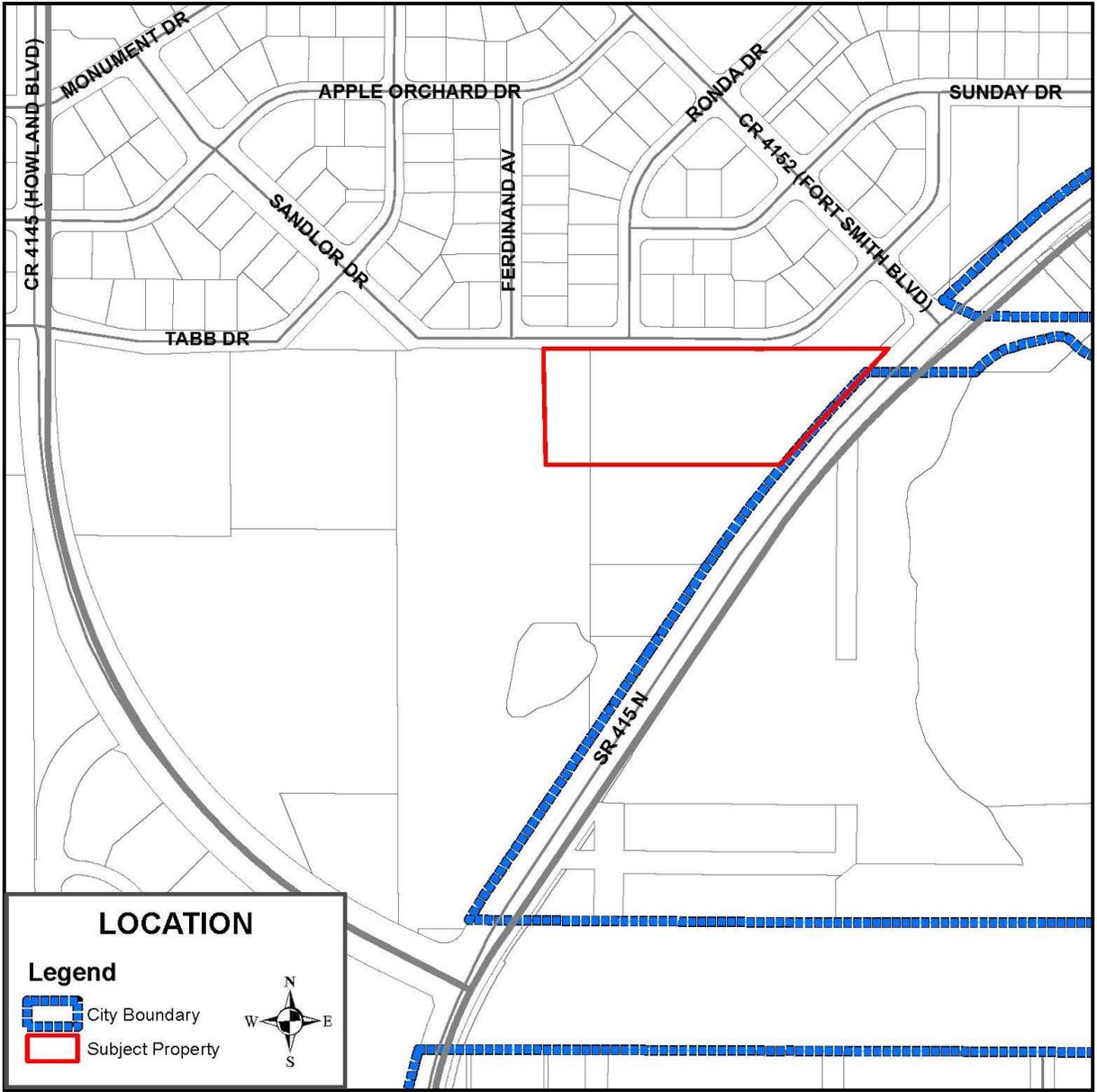


Figure 1: Location Map

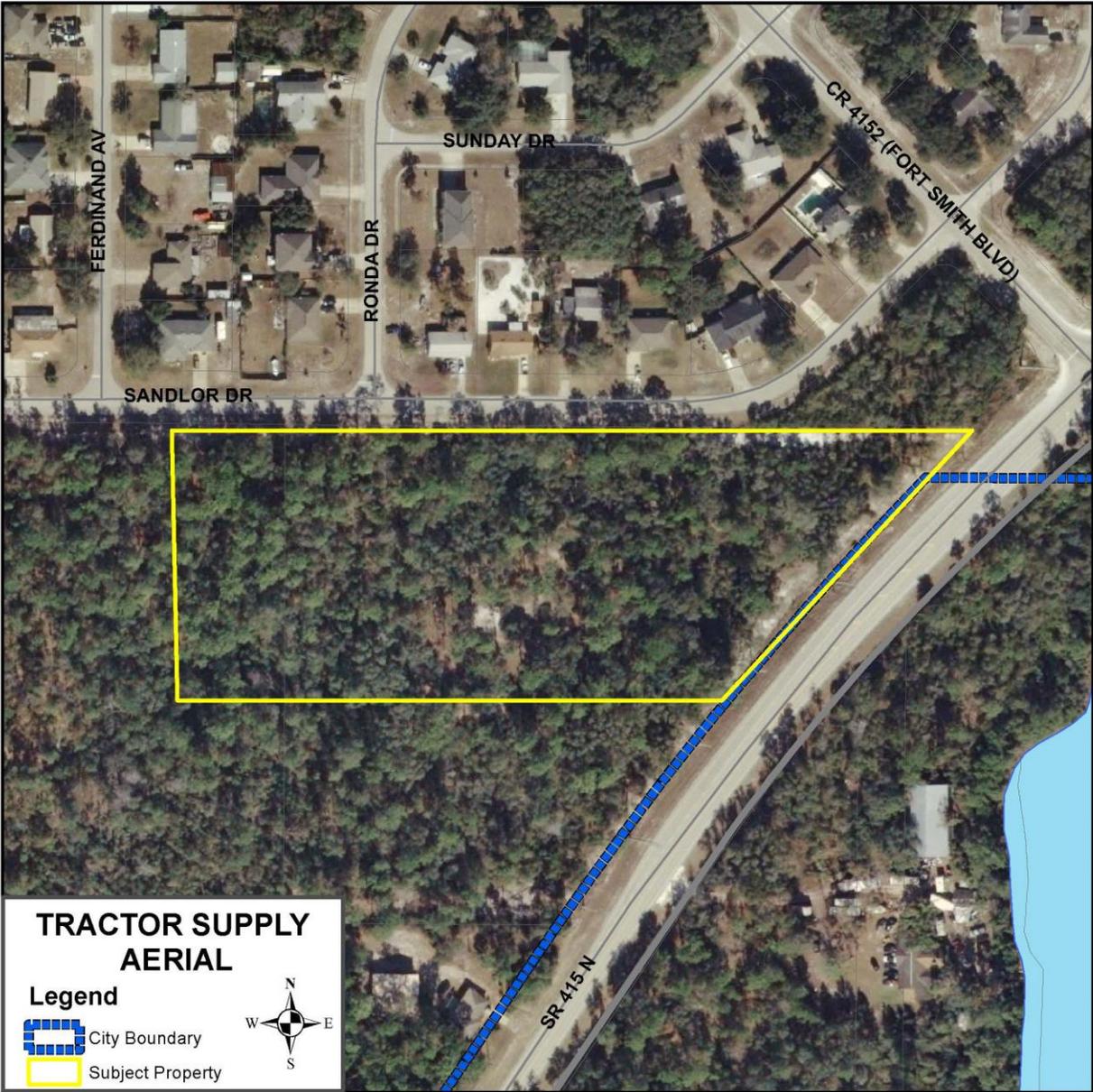


Figure 2: Aerial Photo

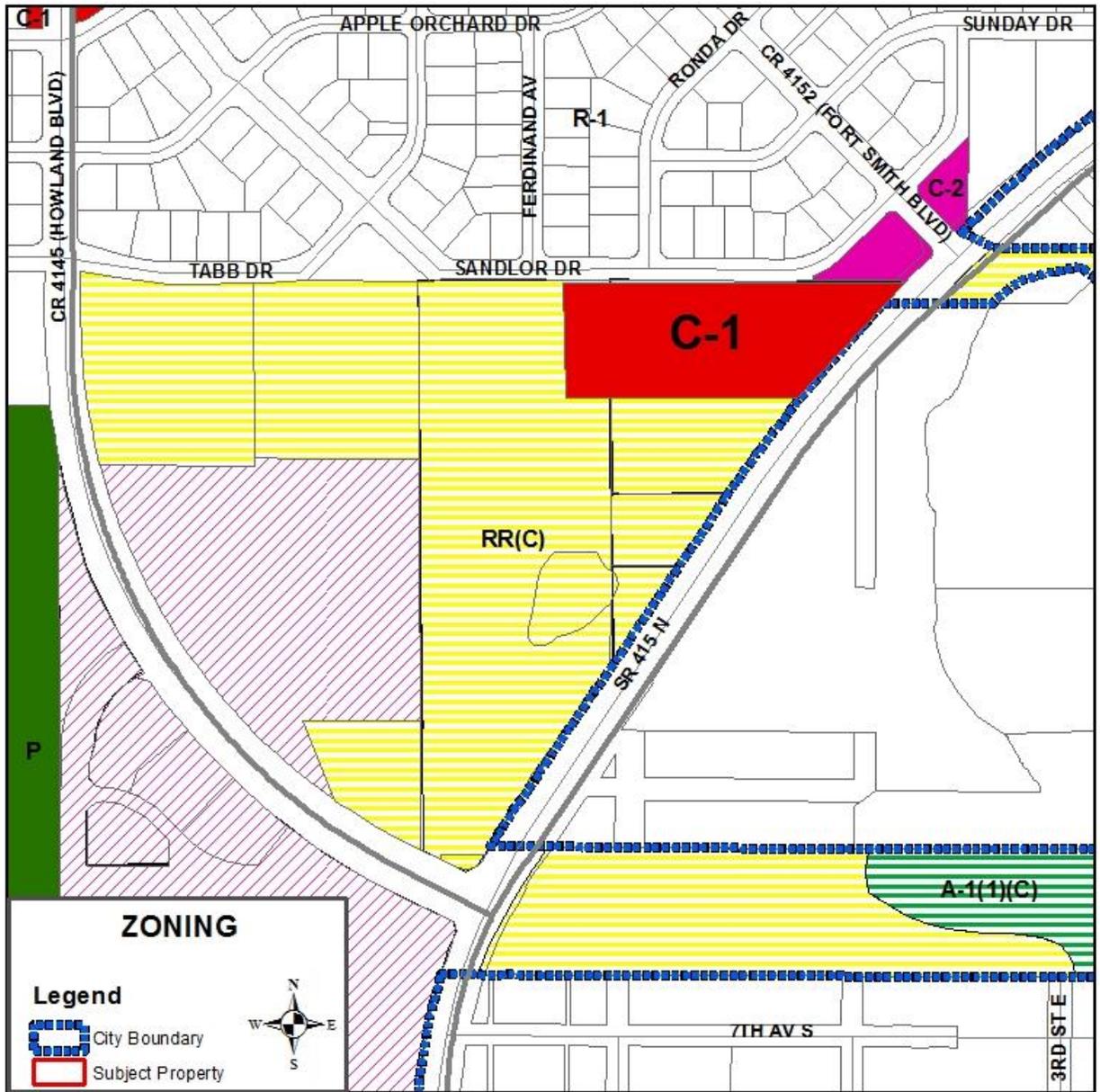


Figure 3: Existing Zoning

STAFF COMMENTS**Planning and Development Services**

1. Regarding note 7 on the cover sheet of the construction plan, check to ensure that the 6337 square feet of outdoor storage area does not conflict with the installation of foundation landscaping that is part of the site plan application.
2. Correct the misspelling of the ingress/egress/utility easement cited on the plat.

Deltona Water & Engineering

1. All prior comments adequately addressed.

Building Department

NA

Fire Safety Services

NA

Peer Review

Please forward Mylar's for signature.

Recommendation

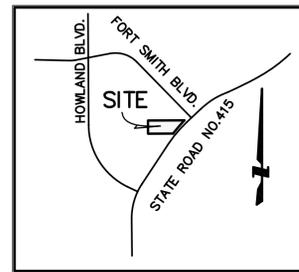
Staff recommends approval of the FP14-001 conditional on the cited comments in this staff report.

DELTONA TRACTOR SUPPLY

A REPLAT OF (A PART OF LOTS 14 THROUGH 25, BLOCK 203), (LOTS 1 THROUGH 8, AND PART OF LOTS 9 THROUGH 16, BLOCK 403), AND (LOT 1, AND PART OF LOTS 2, 3, 5 AND UN-NUMBERED LOT IN BLOCK 601), TOGETHER WITH PORTIONS OF VACATED 1ST STREET EAST, 2ND STREET EAST AND PORTIONS OF VACATED ALLEYS ALL AS SHOWN ON THE PLAT OF 2ND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND BEING ALL LOCATED IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST, CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING (A PART OF LOTS 14 THROUGH 25, BLOCK 203), (LOTS 1 THROUGH 8, AND PART OF LOTS 9 THROUGH 16, BLOCK 403), AND (LOT 1, AND PART OF LOTS 2, 3, 5 AND UN-NUMBERED LOT IN BLOCK 601), TOGETHER WITH PORTIONS OF VACATED 1ST STREET EAST, 2ND STREET EAST AND PORTIONS OF VACATED ALLEYS ALL AS SHOWN ON THE PLAT OF 2ND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 854.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4 AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3355.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.45°57'40"W.; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'37", 406.58 FEET; THENCE N.89°53'05"W., 589.13 FEET; THENCE N.00°06'55"W., 308.14 FEET TO THE POINT OF BEGINNING.
 CONTAINING 5.07 ACRES MORE OR LESS



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

- ⊕ = Centerline
- D = Deed Book and Page
- DB____PG____ = Deed Book and Page
- 945-631 = Typical nomenclature for
- EL or ELEV = Elevation
- FD = Found
- F.P.& L. = Florida Power and Light
- ORB____PC____ = Official Records Book and Page
- 5122/1517 = Typical nomenclature for official records book and page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- P.R.M. = Permanent Reference Monument
- P.T. = Point of Tangency
- P.U.&D. ESMT. = Public Utility & Drainage Easement
- R/W = Right-of-way
- TWP = Township
- △ = Delta Angle
- INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM PLS 4014" UNLESS OTHERWISE SHOWN HEREON.

PROJECT TITLE: DELTONA TRACTOR SUPPLY
PROJECT FILE NO: FP 14-001 (TSC)

ZONING: C-1 (COMMERCIAL)

PLAT NOTES:

- 1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON AN ASSUMED BEARING OF N.89°53'05"E., ALONG THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE.
- 2) THIS PLAT CONTAINS 5.07 ACRES MORE OR LESS.
- 3) ON OCTOBER 17, 2013 THE SURVEYOR COMPLETED A SURVEY OF THE BOUNDARY OF THE PLAT SHOWN HEREON AND UPDATED SAID SURVEY ON MAY 22, 2014.
- 4) AS PER FLOOD INSURANCE RATE MAP NO.S 12127C0645J AND 12127C0760J, INDEX DATED FEBRUARY 19, 2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.
- 5) THE CITY OF DELTONA WATER METER EASEMENT AS SHOWN IS A NON EXCLUSIVE INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF THE CITY OF DELTONA TO ACCESS THE ONSITE WATER METERS

PREPARED BY:

Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 3700 South Washington Avenue • Titusville, FL 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6762

NOTICE:

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

PLAT BOOK _____ PAGE _____
 SHEET 1 OF 2
 SECTION 6 TOWNSHIP 19 S, RANGE 32 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Individuals named below, being the owners in fee simple of the lands described in

DELTONA TRACTOR SUPPLY

hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates the emergency vehicle access easement and the water meter access easement shown hereon to the City of Deltona in Volusia County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the Individuals named below.

By: _____ By: _____
 ALBERT H. PELL JANETTE K. PELL
 P.O. BOX 189 P.O. BOX 189
 OSTEEN, FL 32764 OSTEEN, FL 32764

ATTEST:
Signed and sealed in the presence of: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA,

THIS IS TO CERTIFY that on _____, before me, an officer duly authorized to take acknowledgments in the State, County and City aforesaid, personally appeared

ALBERT H. PELL AND JANETTE K. PELL

having shown identification to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

SEAL

NOTARY PUBLIC

My Commission Expires _____

CERTIFICATE OF SURVEYOR

I hereby certify that this plat was prepared under my direction and supervision and that the plat complies with Chapter 177, Part 1 of the Florida Statutes.

Registration No. 4014
DENNIS W. WRIGHT

Dated _____

Honeycutt and Associates Inc.
 3700 South Washington Avenue
 Titusville, Florida 32780
 Certificate of Authorization No. LB 6762

CERTIFICATE OF CITY REGISTERED SURVEYOR

PLAT REVIEWED BY _____ P.S.M. No _____

WITH THE CITY OF DELTONA, FLORIDA, FOR CONFORMITY WITH CHAPTER 177, PART I, FLORIDA STATUTES.

DATE: _____

CERTIFICATE OF APPROVAL BY DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

THIS IS TO CERTIFY, THAT ON _____ THIS PLAT WAS APPROVED

Director of Planning and Development Services or His Authorized Representative

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

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

By: _____
 Mayor, City of Deltona, Florida.

Attest: _____
 City Clerk.

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, Part I, Florida Statutes, and was filed for record on

File No. _____

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

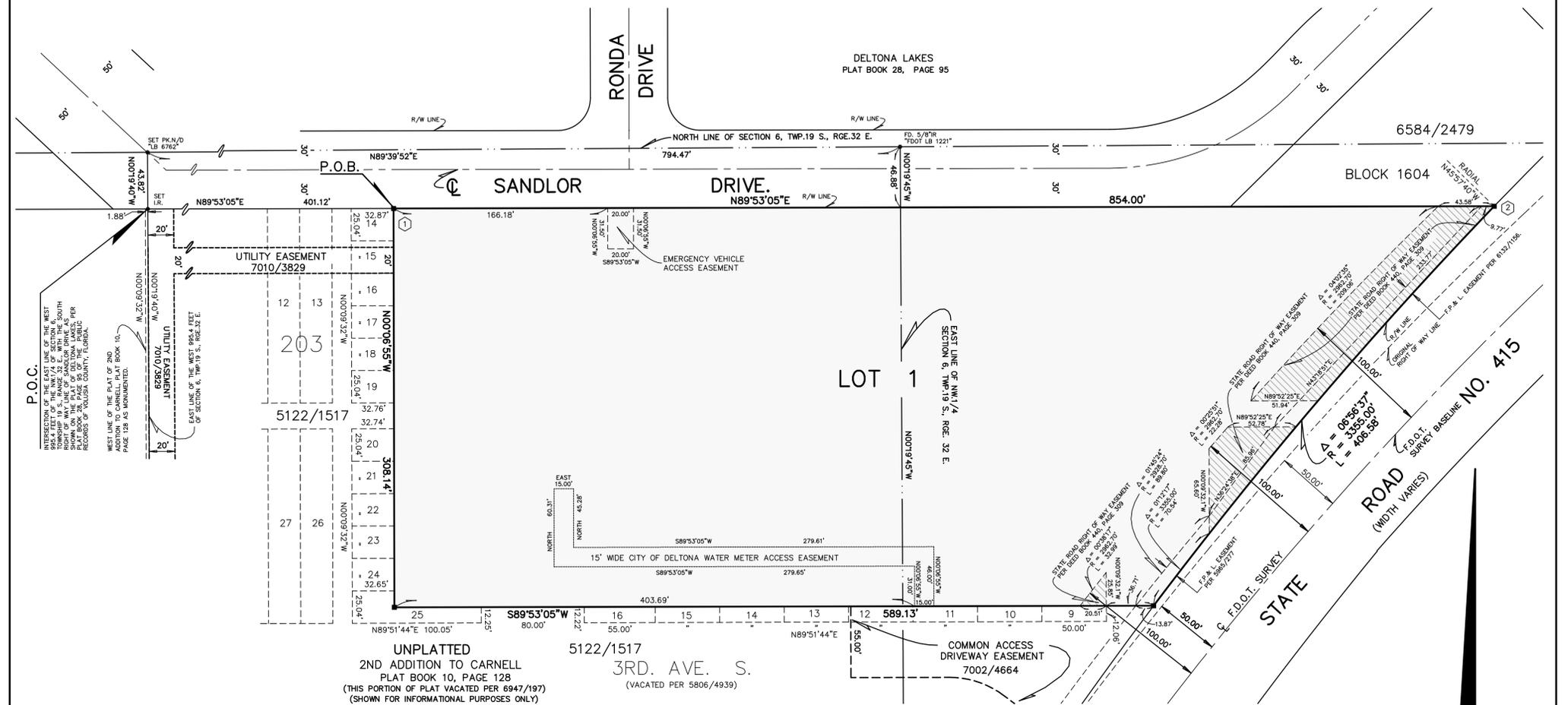
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PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

SECTION 6 TOWNSHIP 19 S., RANGE 32 E.



Attachment number 2 in Page 2 of 2

PREPARED BY:

Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 3700 South Washington Avenue • Titusville, FL 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6782

LEGEND

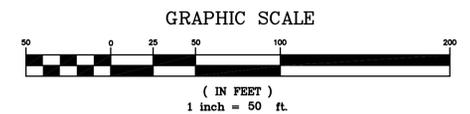
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- TWP = Township
- △ = Delta Angle
- INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM PLS 4014" UNLESS OTHERWISE SHOWN HEREON.

STATE PLANE COORDINATES (FL EAST ZONE) OF NW. AND NE. CORNERS OF TRACT A:

- ① NW CORNER N 1651280.22
E 604533.64
- ② NE CORNER N 1651281.94
E 605387.60

U.T.M. COORDINATES (ZONE 17) OF NW. AND NE. CORNERS OF TRACT A:

- ① NW CORNER N 10479872.32
E 1588801.26
- ② NE CORNER N 10479874.04
E 1589654.93



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CONTAINING 5.07 ACRES, MORE OR LESS

Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Phone: 407-423-4000
Fax: 407-843-6610

Chicago Title Insurance Company

Revised: January 29, 2014 (njd)

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Order No.: 4454261

Customer Reference: Pell/Primax Properties, LLC

1. Effective Date: January 15, 2014 at 8:00 AM
2. Policy or Policies to be issued: Premium: \$TBD
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Primax Properties, LC, a North Carolina limited liability company
Proposed Amount of Insurance: \$475,000.00
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Albert H. Pell and Janette K. Pell, husband and wife, by virtue of the Warranty Deeds recorded in Official Records Book 4296, page 4941 and Official Records Book 5122, page 1517 and Ordinance No. 04-2006 recorded in Official Records Book 5806, page 4939, Public Records of Volusia County, Florida.
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent

05-19-14 P04:06

COPY

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ALTA Commitment (6/17/06) (with FL Modifications)



SCHEDULE B SECTION I REQUIREMENTS

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
 - A. Warranty Deed from Albert H. Pell and Janette K. Pell, husband and wife to Primax Properties, LC, a North Carolina limited liability company.
3. Proof of payment of any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Volusia County, Florida, any special taxing district and any municipality.

4. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.
5. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

END OF SCHEDULE B SECTION I

SCHEDULE B SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.

For 2013 Tax Year Parcel/ID # 9206-01-03-0010, gross tax amount is \$1,709.33, exemption type is NONE, and payment status is PAID.

For 2013 Tax Year Parcel/ID # 9206-01-03-0011, gross tax amount is \$55.44, exemption type is NONE, and payment status is PAID.
3. Standard Exceptions:
 - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 323, Page 61. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11.
6. INTENTIONALLY DELETED.
7. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 440, Page 309. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11.
8. Reservations of road rights of way in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 440, Page 309.
9. INTENTIONALLY DELETED.
10. INTENTIONALLY DELETED.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II
EXCEPTIONS**

11. INTENTIONALLY DELETED.
12. Development Agreement by and between Albert H. Pell and Janette K. Pell and the City of Deltona, recorded April 17, 2006 in Official Records Book 5808, page 2953.
13. Easement in favor of Florida Power & Light Company, recorded December 5, 2006 in Official Records Book 5965, page 277.
14. Easement in favor of Florida Power & Light Company, recorded September 27, 2007 in Official Records Book 6132, page 1156, Public Records of Volusia County, Florida.
15. Terms and conditions of the Amended Stipulated Final Judgment recorded May 31, 2012 in Official Records Book 6717, page 1531.
16. INTENTIONALLY DELETED.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of Volusia County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 2400 Maitland Center Parkway, Suite 110, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Nancy.Durrance@fnf.com 407-340-7513

END OF SCHEDULE B SECTION II

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ALTA Commitment (6/17/06) (with FL Modifications)



EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING (A PART OF LOTS 14 THROUGH 25, BLOCK 203), (LOTS 1 THROUGH 8, AND PART OF LOTS 9 THROUGH 16, BLOCK 403), AND (LOT 1, AND PART OF LOTS 2, 3, 5 AND UN-NUMBERED LOT IN BLOCK 601), TOGETHER WITH PORTIONS OF VACATED 1ST STREET EAST, 2ND STREET EAST AND PORTIONS OF VACATED ALLEYS ALL AS SHOWN ON THE PLAT OF 2ND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR AVENUE AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 854.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.4073554 AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3355.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.45°57'40"W.; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'37", 406.58 FEET; THENCE N.89°53'05"W., 589.13 FEET; THENCE N.00°06'55"W., 308.14 FEET TO THE POINT OF BEGINNING.

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COMMON ACCESS DRIVEWAY EASEMENT AGREEMENT

This Common Access Driveway Easement Agreement (the "Agreement"), made this 19 day of JUNE, 2014, is by and between ALBERT H. PELL and JANETTE K. PELL, husband and wife ("Pell") and JFS HOLDINGS, LLC, a North Carolina limited liability company ("JFS").

RECITALS

JFS currently owns or shall own by the Effective Date (as defined in Section 12(d) below) that certain parcel of land located in the City of Deltona, County of Volusia, State of Florida, more particularly described in **Exhibit A** hereto (the "JFS Parcel").

Pell owns that certain parcel of land which abuts the JFS Parcel to the south and west, located in the City of Deltona, County of Volusia, State of Florida, more particularly described in **Exhibit B** hereto (the "Pell Parcel").

JFS and Pell desire to provide for a nonexclusive common easement (the "Common Access Easement") on, over and across portions of the Pell Parcel for the placement, operation and maintenance of an access driveway and associated stormwater drainage, pursuant to the terms, conditions and provisions contained herein. The Common Access Easement is more particularly described in **Exhibit C** attached hereto. A graphic depiction of the Common Access Easement area is attached as **Exhibit D**.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pell and JFS agree as follows:

1. **Grant of Easements.** Pell hereby grants to JFS, its tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns with warranty covenants the perpetual and nonexclusive Common Access Easement over that portion of the Pell Parcel described in **Exhibit C**, subject to the terms and conditions contained herein.

2. **Purposes.** The Common Access Easement granted hereby provides:

(a) JFS and Pell, their tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns, the perpetual, nonexclusive right to access the JFS Parcel and the Pell Parcel over the Common Access Easement from State Road 415. Said access may occur on foot, by motorized or non-motorized vehicles, including trucks, cars, motorized or non-motorized equipment used by JFS or Pell related to the construction and intended use of their respective abutting properties, and any and all vehicles permitted to be operated on public roadways; and

(b) the perpetual right and easement for storm drainage waters related to any roadways, driveways and other improvements located within the Common Access Easement to flow over, across, upon, and through said Common Access Easement; and

(c) the perpetual right and easement for utility lines, conduits, pipes, structures and similar utility improvements (including but not limited to, and by way of example only, potable or irrigation water utilities, sanitary sewage utilities, electric power transmission utilities and/or telecommunication utilities) serving the Pell Parcel or the JFS Parcel to encroach onto the Common Access Easement, provided (i) such utilities do not unreasonably interfere with or alter any access improvements or access uses within the Common Access Easement, (ii) any such utilities serving the JFS Parcel shall be installed and maintained below ground level; and

(d) the perpetual, nonexclusive right and easement for the parties to install and maintain sidewalks, landscaping and greenscape, and landscape irrigation as may be required by government regulations, provided such installations and maintenance do not unreasonably interfere with or alter any access improvements or access uses within the Common Access Easement; and

(e) the perpetual, nonexclusive right and easement to allow illumination from light fixtures installed on the JFS Parcel and/or the Pell Parcel to illuminate the Common Access Easement; and

(f) the perpetual right and easement for maintenance, repair and replacement of any of the rights and easements granted herein.

3. No Impairment or Interference; Compliance with Laws. Pell shall not impair, interfere with or interrupt JFS's use of the Common Access Easement. JFS shall not impair, interfere with or interrupt Pell's use of the Common Access Easement. Neither Pell nor JFS nor their tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns shall erect any permanent or temporary structure, obstacle or barrier over or across the Common Access Easement (except as may be required during maintenance, repair or upkeep of the Common Access Easement as more particularly set forth herein). The preceding notwithstanding, the parties may install a temporary barrier at the western end of the Driveway Improvements (as described in Article 4 below) to restrict access to the Pell Parcel, provided such temporary barrier is removed if and when the Pell Driveway Extensions (as described in Article 7 below) are connected to the Driveway Improvements. Nothing contained herein shall be construed or deemed to convey any rights to either Pell or JFS, or their tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns, that would permit parking on the Common Access Easement. Use of the Common Access Easement shall be in accordance with the terms hereof and any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits.

4. Construction of Improvements. JFS shall be responsible, at its sole cost and expense, to construct within the Common Access Easement those certain access driveway improvements (the "Driveway Improvements") set forth on the plans entitled "Tractor Supply, SR 415, Deltona, Florida", prepared by Honeycutt & Associates, Inc. under its File Number 24582, revision date June 19, 2014 (the "Construction Plans"). The Construction Plans are on file with the City of Deltona Department of Planning & Development, with copies previously delivered to Pell and JFS. Pell hereby grants to JFS the right to enter onto the Pell Parcel for the purpose of constructing the Driveway Improvements. Any and all improvements associated with the Common Access Easement

shall be performed in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. During the construction of the Driveway Improvements, JFS shall indemnify and hold Pell harmless from any mechanic's or materialmen's liens that may result from JFS's construction of the Driveway Improvements and property damage or personal liability of any kind or nature arising directly from JFS's construction of the Driveway Improvements on the Pell Parcel. Any land of Pell disturbed during the course of construction and not otherwise occupied by such improvements, shall be restored to its original condition, reasonable wear and tear excepted, at JFS's expense. The construction and installation of the Driveway Improvements shall take place during the development of the JFS Parcel.

5. Maintenance of Driveway Improvements. The Driveway Improvements shall be maintained, repaired and replaced by JFS at its sole cost and expense in a neat, clean and safe condition for their intended purposes, consistent with any and all laws, ordinances, rules, codes and regulations, as well as any and all governmental approvals and permits. Such maintenance shall include, without limitation, the following:

(a) Maintaining all paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability.

(b) The maintenance, repair and replacement of pipes, culverts, basins and associated outlet ditches or swales to ensure that the drainage improvements comply with the designs approved in the Construction Plans.

(c) The maintenance of all landscaping and other greenscape.

(d) Should JFS fail to complete any required maintenance services described in this Article 5, after thirty (30) days written notice thereof, Pell shall have the right to perform such maintenance services and thereafter submit invoices for repayment within thirty (30) days to JFS, and Pell shall have the remedies described in Section 12(j) below.

(e) JFS shall not be responsible for any damages to the Common Access Easement (including but not limited to the Driveway Improvements) caused by negligent, reckless, willful or wanton conduct by Pell or Pell's agents, employees, representatives, tenants, guests, invitees, successors and assigns.

6. Pell's Reserved Rights. Pell, in addition, reserves the right to use the Common Access Easement for access to the Pell Parcel from any point or points along the Common Access Easement, but not through, over or under the JFS Parcel, provided such use or development (i) is in compliance with this Agreement, and (ii) is in compliance with ordinances and statutes of the City of Deltona and the State of Florida.

7. Future Access Extensions. The parties hereto acknowledge that:

(a) The Pell Parcel is contemplated for future use and development, at Pell's sole discretion, and therefore Pell shall have the right but not the obligation to install on the Pell Parcel (or future subdivision of the same), from time to time and subject to appropriate regulatory approvals, driveways and/or streets (collectively the "Pell Driveway Extensions") to provide traffic access

within and across the Pell Parcel and which may connect to the Driveway Improvements in order to provide traffic access connectivity between the Pell Driveway Extensions and State Road 415.

(b) Pell, its successors or assigns shall use commercially reasonable efforts to obtain a separate construction entrance and stage its construction activities during construction of the Pell Driveway Extensions so as not to block or impair the Common Access Easement or interfere with the use and enjoyment of the Common Access Easement by JFS and its tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns. In the event Pell, its successors or assigns is/are unable to obtain a separate construction entrance during the construction of the Pell Driveway Extensions, Pell, its successors or assigns shall conduct all construction activities in a manner so as to minimize interference with the use and enjoyment of the Common Access Easement by JFS and its tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns.

(c) It is contemplated that Pell, its successors or assigns shall, at some future date and at its/their discretion, install on the Pell Parcel (or future subdivision of the same) a driveway or street (the "Connector Driveway") as depicted in the attached **Exhibit E**, for the purpose of establishing common traffic access between the Pell Parcel and that certain abutting parcel depicted as "Parcel 9206-00-00-0120" in Exhibit E. The Connector Driveway, if so installed and as may be installed, shall be subject to the following terms and conditions:

(1) The Connector Driveway, if so installed, shall be constructed and maintained by Pell, or its successors or assigns, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals, to allow JFS and Pell, their tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns, the perpetual, nonexclusive right to utilize the Connector Driveway by pedestrian foot traffic and by motorized or non-motorized vehicles, including trucks, cars, motorized or non-motorized equipment, including any and all vehicles permitted to be operated on public roadways. Pell shall grant to JFS, its tenants and subtenants and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns with warranty covenants the perpetual and nonexclusive rights described herein for the Connector Driveway, if so installed, over that portion of the Pell Parcel as depicted in Exhibit E, subject to the terms and conditions contained herein.

(2) JFS shall not impair, interfere with or interrupt Pell's use of the Connector Driveway. Pell shall not impair, interfere with or interrupt JFS's use of the Connector Driveway.

(3) The Connector Driveway, if so installed, shall be designed to enable its common traffic access connection to a contemplated third-party driveway or street crossing Parcel 9206-00-00-0120, with said driveway or street connecting with and providing common traffic access to and from Howland Boulevard. Said driveway or street shall be installed and maintained by the Parcel 9206-00-00-0120 owner(s) or its successors, assigns or designees.

(4) The owners, occupants and invitees of Parcel 9206-00-00-0120 shall be entitled to reasonable and nonexclusive vehicular and pedestrian access over and across the Pell Parcel via the Connector Driveway and (upon installation of the Connector Driveway) via the Driveway Improvements, contingent upon the Parcel 9206-00-00-0120 owner(s) or its successors or assigns contemporaneously granting the Pell Parcel and the JFS Parcel, their tenants and subtenants,

and each of their respective agents, employees, representatives, guests, invitees, and successors and assigns, equivalent access rights over and across Parcel 9206-00-00-0120 to and from Howland Boulevard.

(5) Use as described herein of the Connector Driveway and the Driveway Improvements by the Parcel 9206-00-00-0120 owner(s), its tenants and subtenants, and its agents, employees, representatives, guests, invitees, and successors and assigns shall be subject to the terms and conditions of this Agreement, including but not limited to the Indemnification provisions described in Article 8 below. Pell shall use commercially reasonable efforts to secure from the Parcel 9206-00-00-0120 owner(s) a certificate of insurance naming Pell, JFS, the successors and assigns of each, and Tractor Supply Company (for so long as it has a leasehold interest in the JFS Parcel), as additional insured parties in accordance with the terms and conditions of Article 9 below; provided, however, that Pell's inability to secure such certificate of insurance shall not be considered a default hereunder.

(6) For purposes of this Agreement, the Connector Driveway shall be considered a part of the Pell Driveway Extensions and thereby subject to all terms and conditions herein, including but not limited to the Indemnification provisions described in Article 8 below.

(7) The parties acknowledge that the Connector Driveway design and placement as depicted in Exhibit E is conceptual and therefore is subject to revision at the sole discretion of Pell, its successors or assigns. The preceding notwithstanding, any such Connector Driveway revision(s) shall be such as reasonably provide the same traffic access functionality described within this Article 7, including but not limited to connectivity and common traffic access to and from Howland Boulevard, and with all other terms, conditions and restrictions herein remaining in full force and effect.

8. Indemnification. The owner(s) of each property using the Common Access Easement and/or the Pell Driveway Extensions (if applicable) shall indemnify and hold harmless the other parties, including the tenants of such parties, from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with that party's use, construction, maintenance, repair and replacement of the Common Access Easement and/or the Pell Driveway Extensions (if applicable), including the use of the Common Access Easement and/or the Pell Driveway Extensions (if applicable) by that party's agents, employees, representatives, tenants, guests, invitees, successors and assigns, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified. Tractor Supply Company, a Delaware corporation, and/or its successors and assigns (collectively "Tractor Supply Company"), as a tenant of the JFS Parcel, shall be specifically included as an indemnified party for so long as it holds a leasehold interest in such property.

9. Insurance. Each property owner using the Common Access Easement and/or the Pell Driveway Extensions (if applicable) shall be required to carry comprehensive general liability insurance indemnifying the other party against all claims and demands for any injury to person or property which may be claimed to have occurred on or about the Common Access Easement and/or the Pell Driveway Extensions (if applicable) with insurance limits of not less than Two Million and No/100 Dollars (\$2,000,000), and shall name the other party and each of their tenants occupying fifteen thousand (15,000) square feet or greater of gross building area (provided notice of such tenants is provided by the applicable property owner to the other parties), and Tractor Supply

Company (for so long as it has a leasehold interest in the JFS Parcel), as additional insured parties. Such policy shall be issued by insurance companies licensed to issue insurance in Florida with an A.M. Best Rating of A-/VII or higher. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the other party and Tractor Supply Company (for so long as it has a leasehold interest in the JFS Parcel) Any party shall provide a certificate of insurance to any other party subject to or receiving the benefit of the Common Access Easement, within fifteen (15) days of a written request. By mutual agreement, the parties may, from time to time, establish higher limits as are customarily carried on property in the Deltona, Florida area with uses similar to those located on the parties' respective properties.

10. Binding Effect. The rights, duties and obligations of the parties are binding upon their respective heirs, executors, administrators, successors and assigns.

11. Notice. Any notices required or permitted under this Agreement shall be given in writing and shall be deemed given when received by confirmed facsimile transmission; hand-delivered by personal delivery; or when received by certified mail, return receipt requested or overnight delivery by a nationally recognized overnight delivery service such as UPS. Notices in any case shall be addressed to the parties at the addresses set forth below (or at such other address as may be specified in writing by either party from time to time):

If to Pell: Albert H. Pell and Janette K. Pell
 c/o Pell's Citrus & Nursery
 400 Doyle Road
 Osteen, FL 32764

 telephone: 407-322-3873
 facsimile: 407-330-1892

If to JFS: JFS Properties, LLC
 1100 East Morehead Street
 Charlotte, NC 20204
 Attn: Marie R. McLucas

 telephone: 704-344-8200
 facsimile: 704-344-8288

In addition, for so long as Tractor Supply Company holds a leasehold interest in the JFS Parcel, copies of all notices shall be provided to:

Tractor Supply Company
 200 Powell Place
 Brentwood, TN 37027
 Attn: Lease Administration Department

12. Other Provisions. The following further provisions govern the parties' rights, duties and obligations under this Agreement:

(a) Construction; Obligation to Restore. Following the construction of the improvements described in Article 4 above, in the event that any party undertakes construction repair or maintenance activities within the Common Access Easement, that party shall be obligated,

immediately upon completion of such activities, to restore the Common Access Easement and contiguous property to its condition prior to the commencement of such activities.

(b) Temporary Interference. If a party reasonably anticipates that its maintenance, repair or replacement activities will interfere with another party's property or use of such property, the party performing the activities will provide each other party at least seven (7) business days' advance written notice, except in the event of an emergency. Any such maintenance, repair or replacement activities shall be effected in such a manner so as to minimize interference with the other party's property. The parties further covenant and agree that they will, at all times, maintain continuous access for vehicular traffic, in a reasonable manner, from the JFS Parcel and the Pell Parcel through the Common Access Easement to the abutting State Road 415 during the performance of such maintenance, repair or replacement activities, and in no event shall any such work completely obstruct all access over and across the Common Access Easement from the JFS Parcel to State Road 415.

(c) Effect of Breach. The terms and provisions of this Agreement will not terminate, and are not terminable, in the event of a default by either party or its successors or assigns. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach or threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof.

(d) Effective Date and Term of Agreement. This Agreement shall be effective (the "Effective Date") as of the date JFS acquires fee simple title to the JFS Parcel. This Agreement shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by the Common Access Easement, and by Tractor Supply Company, for so long as it holds a leasehold interest in the JFS Parcel.

(e) No Oral Modification. No part of this Agreement may be modified without the prior written consent of each of the owners of the properties subject to or benefitted by this Common Access Easement, and of Tractor Supply Company so long as it holds a leasehold interest in the JFS Parcel.

(f) No Oral Waiver. A waiver of any provision of this Agreement or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(g) Attorney's Fees and Costs. In the event of litigation related to this Agreement, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, in addition to all other expenses incurred by such litigation.

(h) Tractor Supply Company Enforcement Rights and Obligations. Notwithstanding anything to the contrary contained in the foregoing, for so long as the JFS Parcel is subject to a lease with Tractor Supply Company, Tractor Supply Company may enforce (but shall have no such obligation to enforce) the terms of this Agreement against Pell or its heirs, successors and assigns of all or any portion of the Pell Parcel, or cure any default, as provided in sub-section (j) below under this Agreement on behalf of the responsible party.

(i) Recordation of Easement. The parties agree that they shall cause this Agreement to be recorded with the Volusia County Recorder. The burdens and benefits of this Agreement shall run with the Pell Parcel and the JFS Parcel.

(j) Event of Default. In the event of a breach of the terms of this Agreement, the non-defaulting party shall send a written notice of default to the defaulting party. The notice shall describe the default and the action necessary to cure. In the event the default continues without objection for a period of twenty (20) days after receipt by the defaulting party of written notice of the same (except in cases of emergency where an imminent threat exists to person or property, in which case notice by telephone or facsimile is deemed sufficient under this Agreement, with no cure period required), the non-defaulting party shall be entitled to cure the default specified in the notice and, in addition shall have all remedies at law or in equity.

All reasonable expenses required to cure the default shall be paid by the defaulting party within thirty (30) days after receipt of written evidence confirming the payment of such expenses. Any sums remaining unpaid after expiration of such thirty (30) day period shall accrue interest at the Default Rate (as defined herein), and shall be payable upon demand, together with reasonable attorney fees incurred in connection with the collection of such sums. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach or threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof. In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

(k) Default Interest. All sums due and owing under this Agreement which are not paid on or before the date the same is due and payable, shall bear interest at the rate (the "Default Rate") of three percent (3%) per annum over the prime rate of interest published from time to time in the Money Rates Section of the Wall Street Journal or such similar publication (but in no event exceeding the maximum lawful rate of interest) from the date the same is due and payable until the date of reimbursement.

(l) Entire Agreement. This Agreement sets forth the entire agreement between Pell and JFS concerning the subject matter hereof.

(m) Access by Utility Providers. The parties agree that the Common Access Easement provides the reasonable right of ingress and egress to utility provider companies and/or agencies and their employees for the purpose of accessing the JFS Parcel and the Pell Parcel.

(n) Severability. The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of any part of this Agreement. If any provision or part of this Agreement is so broad as to be unenforceable, such provision shall be interpreted only so broadly as is enforceable, or, if such provision or part cannot be interpreted to be enforceable at all, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

(o) No Presumption. Should any provision of this Agreement require additional interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the

rule of construction that a document is to be construed more strictly against the party who himself or through his agent prepared the same, it being understood and agreed that both parties have participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Signed in the presence of:

Witness Sign Name:

Witness Print Name:

Witness Sign Name:

Witness Print Name:

GM
GRAD MARTIN

Jayce Loomis
Joyce Loomis

PELL:

Albert H. Pell
Albert H. Pell

Janette K. Pell
Janette K. Pell

The State of Florida
County of Volusia, ss.

The foregoing instrument was acknowledged before me this 19th day of June, 2014 by ALBERT H. PELL and by JANETTE K. PELL, each whom is personally known to me or who has produced personally known as identification.

Betty Sue Dimitry
Notary Public

Printed Name: Betty Sue Dimitry

My Commission Expires:

June 27, 2014



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed in the presence of:

JFS:

Witness Sign Name: [Signature]
Witness Print Name: FRANK S. ALEXANDER, JR

JFS Holdings, LLC, a North Carolina limited liability company

Witness Sign Name: [Signature]
Witness Print Name: ROBERT NEILL, JR

By: [Signature]
Phil C. Lanning
Manager

The State of NORTH CAROLINA
County of MECKLENBURG, ss.

The foregoing instrument was acknowledged before me this 18th day of JUNE, 2014 by Phil C. Lanning, the Manager of JFS HOLDINGS, LLC, who is personally known to me or who has produced NC DRIVERS LICENSE as identification.



[Signature]
Notary Public

Printed Name: ETTAMAE G. BONDS

My Commission Expires: 2/13/19

EXHIBIT A*Legal Description of JFS Parcel*

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING (A PART OF LOTS 14 THROUGH 25, BLOCK 203), (LOTS 1 THROUGH 8, AND PART OF LOTS 9 THROUGH 16, BLOCK 403), AND (LOT 1, AND PART OF LOTS 2, 3, 5 AND UN-NUMBERED LOT IN BLOCK 601), TOGETHER WITH PORTIONS OF VACATED 1ST STREET EAST, 2ND STREET EAST AND PORTIONS OF VACATED ALLEYS ALL AS SHOWN ON THE PLAT OF 2ND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 854.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4 AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3355.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.45°57'40"W.; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'37", 406.58 FEET; THENCE N.89°53'05"W., 589.13 FEET; THENCE N.00°06'55"W., 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.07 ACRES MORE OR LESS

EXHIBIT B*Legal Description of Pell Parcel*

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING A PART OF THAT PORTION OF THE PLAT OF 2ND ADDITION TO CARNELL, AS RECORDED IN PLAT BOOK 10, PAGE 128 VACATED BY THE CITY OF DELTONA, FLORIDA PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 6947, PAGE 197 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE N.89°39'52"E., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE 995.40 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 995.40 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE S.00°19'40"E., ALONG SAID LINE, AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 43.82 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE S.00°19'40"E., ALONG SAID EAST LINE OF THE WEST 995.40 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1522.29 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF 6TH AVENUE SOUTH AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.89°47'43"E., ALONG SAID NORTH RIGHT OF WAY LINE OF 6TH AVENUE SOUTH, 158.57 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FIVE COURSES AND DISTANCES:

THENCE N.00°09'47"W., 7.60 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1495.21 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.59°01'33"W.;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°37'10", 68.36 FEET TO THE POINT OF TANGENCY;

THENCE N.33°35'36"E., 33.07 FEET;

THENCE N.43°04'48"E., 78.88 FEET;

THENCE N.33°35'37"E., 734.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 4TH AVENUE SOUTH AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE S.89°50'24"W., ALONG SAID CENTERLINE, 171.97 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 1ST STREET EAST AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.00°09'32"W., 200.19 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A 20.00 FOOT WIDE ALLEY LYING IMMEDIATELY NORTH OF LOTS 8 THROUGH 11, BLOCK 404 AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.89°51'04"E., ALONG SAID CENTERLINE, 305.71 FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES:

THENCE N.33°35'37"E., 102.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3355.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°30'06", 205.04 FEET;

THENCE S.89°53'05"W., 589.13 FEET;

THENCE N.00°06'55"W., 308.14 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE;

THENCE S.89°53'05"W., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.71 ACRES MORE OR LESS.

EXHIBIT C

Legal Description of the Common Access Easement

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 1255.13 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4 AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3355.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.45°57'40"W.;

THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'37", 406.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°32'55", 149.23 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.55°27'12"E.;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°44'51", 38.29 FEET TO THE POINT OF TANGENCY;

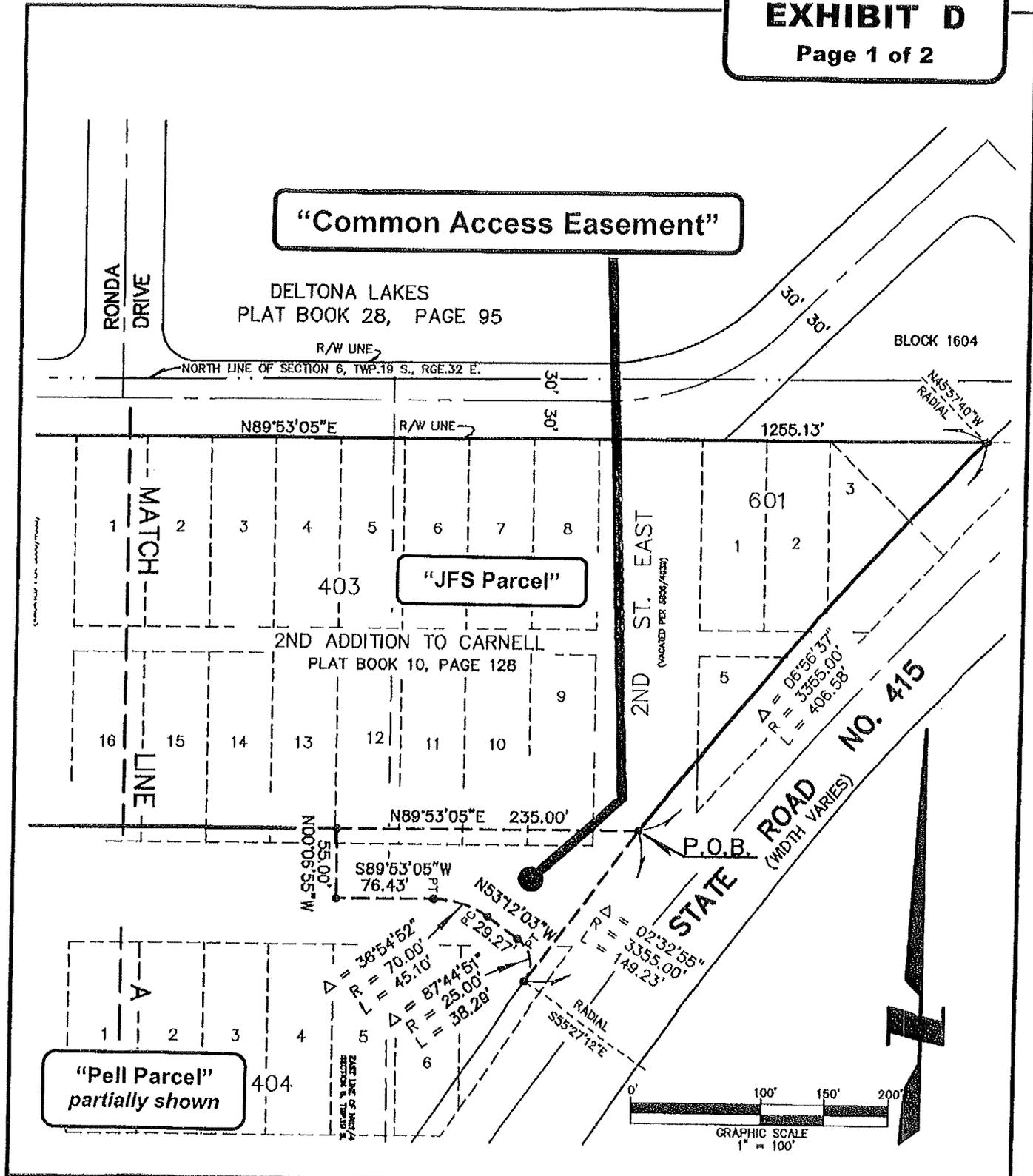
THENCE N.53°12'03"W., 29.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°54'52", 45.10 FEET TO THE POINT OF TANGENCY;

THENCE S.89°53'05"W., 76.43 FEET; THENCE N.00°06'55"W., 55.00 FEET; THENCE N.89°53'05"E., 235.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,142 SQUARE FEET.

EXHIBIT D
Page 1 of 2

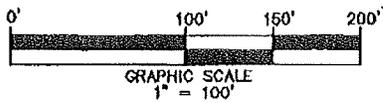


DATE 4/2/14
 ORDER NO. 24728
 FB. NO. 1" = 100'
 SCALE. _____
 DWG. NO. ACCESS EASEMENT TO PLAT.DWG

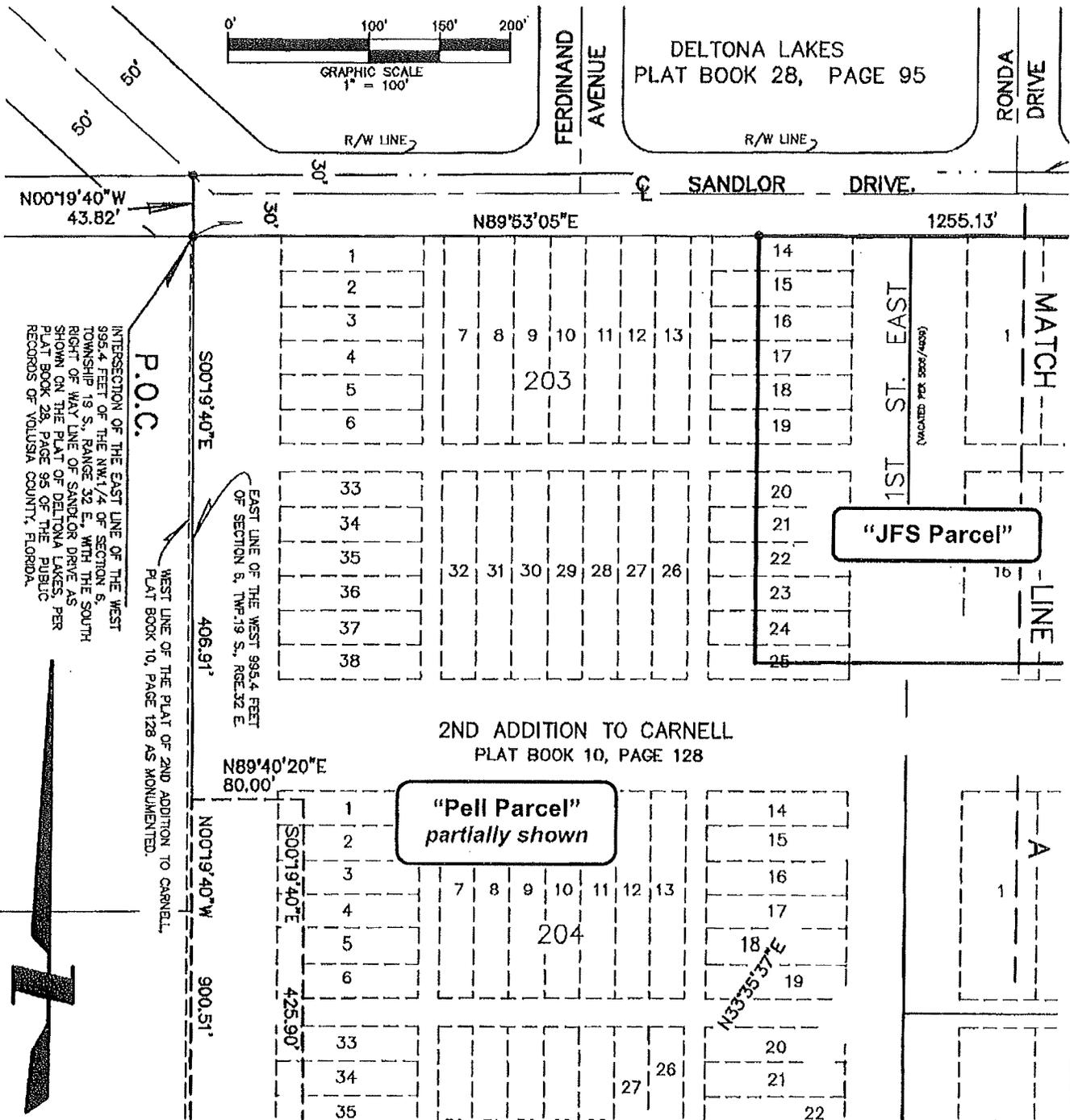
Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 5195 South Washington Avenue • Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 8762

EXHIBIT D

Page 2 of 2



DELTONA LAKES
PLAT BOOK 28, PAGE 95



DATE 4/2/14
 ORDER NO. 24728
 FB. NO. 1" = 100'
 SCALE _____
 DWG. NO. ACCESS EASEMENT TO PLAT.DWG

Honeycutt & Associates, Inc.

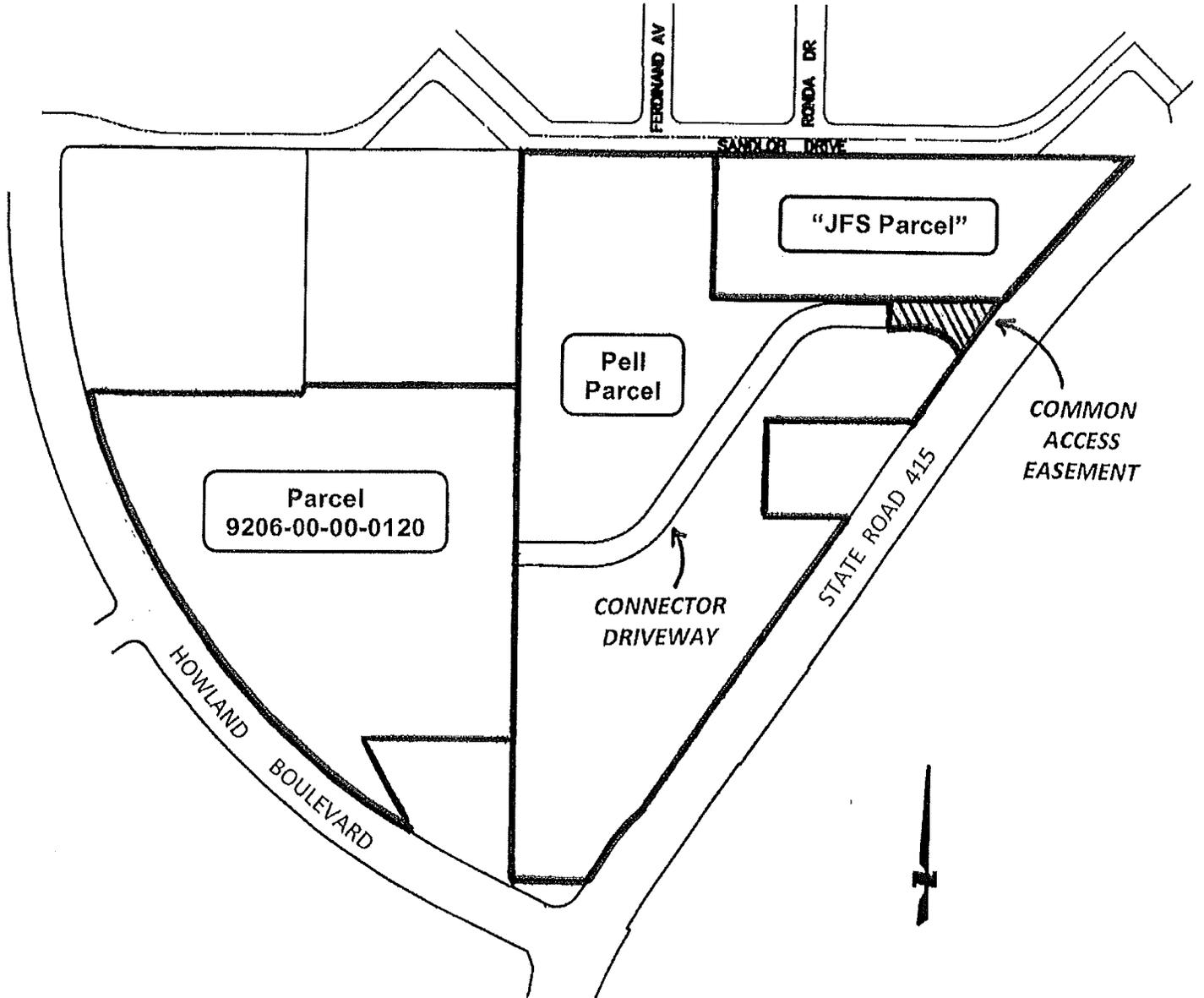
ENGINEERS • SURVEYORS • PLANNERS

5195 South Washington Avenue • Titusville, Florida 32780

(321) 267-6233 Fax (321) 269-7847

CERTIFICATE OF AUTHORIZATION NO. LB 6762

EXHIBIT E



Deltona, Florida

Return to:
Scott M. Price, Esquire
Akerman LLP
420 S. Orange Avenue
Suite 1200
Orlando, Florida 32801

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (the "Agreement"), made this 5th day of July, 2014, is by and between ALBERT H. PELL and JANETTE K. PELL, husband and wife ("Pell") and JFS HOLDINGS, LLC, a North Carolina limited liability company ("JFS").

RECITALS

JFS currently owns or shall own by the Effective Date (as defined in Section 12(d) below) that certain parcel of land located in the City of Deltona, County of Volusia, State of Florida, more particularly described in Exhibit A hereto (the "JFS Parcel").

Pell owns that certain parcel of land which abuts the JFS Parcel to the south and west, located in the City of Deltona, County of Volusia, State of Florida, more particularly described in Exhibit B hereto (the "Pell Parcel").

Pell and JFS desire to provide for a nonexclusive common easement (the "Utility Easement") on, over, under and across portions of the Pell Parcel for the placement, operation and maintenance of certain utility lines, subject to the terms, conditions and provisions contained herein. The Utility Easement is more particularly described in Exhibit C attached hereto. A graphic depiction of the Utility Easement is attached hereto as Exhibit D.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pell and JFS agree as follows:

1. Grant of Easements. Pell hereby grants to JFS with warranty covenants the nonexclusive common Utility Easement over that portion of the Pell Parcel described in Exhibit C and as illustrated in Exhibit D, subject to the terms and conditions contained herein.

2. Purposes. The Utility Easement provides:

(a) JFS, its tenants, successors and assigns, the perpetual, nonexclusive right and easement, subject to the terms and conditions hereinafter set forth, to enter upon the Pell Parcel to place, operate, repair, maintain, replace, and upgrade a water utility line within the Utility Easement and as further described in Article 4 below, subject to the terms, conditions and provisions contained herein; and

(b) Pell and JFS, and each of their respective tenants, successors and assigns, the perpetual, nonexclusive right and easement, subject to the terms and conditions hereinafter set forth, to enter upon the Pell Parcel (and/or future subdivision of the same) to place, operate, repair, maintain, replace, and update additional water utility lines and/or sanitary sewer utility lines, natural

gas utility lines, electrical power conduits and underground transmission lines, telecommunication conduits, lines and cables, and related utility equipment and facilities (collectively, "Additional Utilities") within the Utility Easement for the orderly development and operation of the Pell Parcel (and/or future subdivision of the same), the JFS Parcel, and other adjacent or neighboring properties, subject to the terms, conditions and provisions contained herein. Furthermore, any and all Additional Utilities shall be designed and installed within the Utility Easement using best practices such that each additional line, conduit, cable and/or related equipment is placed at the closest commercially reasonable proximity to any and all existing utilities as allowed by applicable code and regulation (the intention being to provide maximum useable area with the Utility Easement for future Additional Utilities).

(c) The Water Line (as described in Article 4 below) and all Additional Utilities shall be installed and maintained below ground level, except for such parts thereof that cannot and are not intended to be placed below ground level (by way of example only, water backflow preventers and electrical transformers), which shall be placed in such location(s) as reasonably approved by the parties and in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. In no case shall above ground utility lines or poles be placed within the Utility Easement. Once the Water Line and/or the Additional Utilities are installed, no building, structure (including pylon or monument signage), or foundational element of the same, or other improvements inconsistent with the customary use and enjoyment of such commercial utility easements (excluding improvements typically found in common areas of shopping centers such as parking and drive aisles, but in such case subject to any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits) shall be placed within the Utility Easement. Landscaping and greenscape shall be allowed within the Utility Easement, but subject to any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits.

3. No Impairment or Interference; Compliance with Laws. Pell shall not impair, interfere with or interrupt JFS's use of the Utility Easement. JFS shall not impair, interfere with or interrupt Pell's use of the Utility Easement. Use of the Utility Easement shall be in accordance with the terms hereof and any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits.

4. Construction of Water Line Improvements. JFS shall have the right, at its sole cost and expense, to construct within the Utility Easement a potable water utility line and related utility equipment and facilities (by way of example only, backflow preventers and control valves) (collectively, the "Water Line") to connect with the City of Deltona's municipal water main located within the Howland Boulevard right-of-way and for the purpose of providing water service exclusively to the JFS Parcel. The construction specifications for the Water Line are set forth more fully on plans entitled "Tractor Supply, SR 415, Deltona, Florida", prepared by Honeycutt & Associates under its File Number 24581, revision date June 19, 2014 (the "Construction Plans"). The Construction Plans are on file with the City of Deltona, with copies previously delivered to both Pell and JFS. The Water Line and all associated construction activities within the Utility Easement shall be performed in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. The Water Line shall be installed within five (5) feet of the western and northern boundary limits of the Utility Easement, as more particularly depicted in the Construction Plans. Any land of Pell disturbed during the course of construction and not otherwise occupied by such improvements, shall be restored to its original condition, reasonable wear and tear excepted, at JFS's expense.

5. Pell's Reserved Rights. Pell and its tenants, successors and assigns, in addition, reserve the right to install on and across the Utility Easement (i) roads, driveways, and access ways for vehicular and/or pedestrian traffic to serve the Pell Parcel (and/or future subdivision of the same) and/or the JFS Parcel and/or to facilitate traffic access connections to and from properties adjoining or neighboring the Pell Parcel, (ii) parking areas, either paved or unpaved, and (iii) landscaping, greenscape and irrigation systems to serve the same (collectively the "Additional Improvements"). Provided however, that the installation, operation and maintenance of any and all Additional Improvements (1) is in compliance with this Agreement, (2) is in accordance with the terms hereof and any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits, (3) is at no cost to JFS or its tenants, successors or assigns, (4) does not interfere with the use of the JFS Parcel, the Water Line, and/or the Additional Utilities, and (5) is subject to the maintenance terms, conditions and provisions described in Article 6 below.

6. Water Line Maintenance. The Water Line shall be maintained, repaired and replaced by JFS at its sole cost and expense, consistent with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Any land or improvement of Pell disturbed during the course of maintenance of the Water Line and/or Additional Utilities, shall be immediately restored to its original condition, reasonable wear and tear excepted, at JFS's expense. The maintenance obligations and responsibilities described in this Article 6 shall apply to JFS's successors.

Should any Water Line maintenance, repair or replacement be necessitated due to damages caused by activities or actions of Pell, its tenants, successors or assigns (including, by way of example only, any Water Line damages resulting from the installation and/or operation of Additional Improvements or Additional Utilities), Pell, its tenants, successors or assigns shall immediately notify JFS of any such damage and JFS shall repair such damage and submit invoices to Pell for the costs of such repairs (including but not limited to the restoration of any land or improvements of Pell or its successors, assigns or tenants that may be disturbed during such repairs by JFS), and Pell shall reimburse JFS for such invoiced costs within thirty (30) days.

7. Utility Relocation. Pell, its successors and assigns, shall have the right, at a future date following JFS's installation of the Water Line, to relocate the Utility Easement and/or the Water Line, subject to the following terms and conditions:

(a) Pell, its successors and assigns, shall provide written notice of such proposed relocation, not less than sixty (60) days prior to the scheduled construction start for such relocation, to JFS, and to Tractor Supply Company for so long as Tractor Supply Company holds a leasehold interest in the JFS Parcel. Such notice shall include copies of any and all plans described in Article 7(d) below; a schedule setting forth the start and end date of the relocation; and copies of any and all regulatory approvals or permits issued by applicable regulatory authorities in connection with such relocation.

In the event Pell, its successors and assigns desire to relocate the Utility Easement, Pell, its successors and assigns, shall notify JFS, its successors or assigns of such desire together with the relocation of the Water Line notice as set forth in this Article 7(a), and Pell, its successors and assigns and JFS, its successors and assigns, shall enter into an amendment to this Agreement setting forth the agreed upon location of such relocated Utility

Easement area. Such relocation of the Utility Easement shall be subject to the terms of this Article 7.

(b) Such relocation shall be subject to and in compliance with any and all ordinances and statutes of the City of Deltona, Volusia County and the State of Florida.

(c) Such relocation shall be at no cost to JFS or its tenants, successors or assigns.

(d) Such relocation shall be designed by a qualified Professional Engineer duly licensed in the State of Florida, and shall be constructed in a workmanlike manner by a qualified contractor licensed in the State of Florida per utility plans bearing the stamp and seal of such engineer. The construction shall be inspected and approved by the City of Deltona, or, should the City of Deltona decline to conduct such inspections, the construction shall be inspected and approved by a qualified third-party engineer, who shall issue written approval thereof. Pell, its successors and assigns, shall deliver to JFS copies of all such inspection reports and approvals.

(e) Upon completion of the relocation construction described herein, the contractor for said construction shall warranty such work for a period of one (1) year from the date of completion, with such warranty benefitting and being enforceable by JFS, its successors and assigns, and Tractor Supply Company for so long as Tractor Supply Company holds a leasehold interest in the JFS Parcel.

(f) Such relocation shall not disrupt the water service or any other existing services to the JFS Parcel during business hours, including but not limited to no reduction in the water flow capacity necessary to fully operate any and all fire suppression systems as such have been approved by the City of Deltona to serve the JFS Parcel. Furthermore, such relocation shall not have an adverse effect on the use and enjoyment of the Utility Easement by any parties having an interest in the Utility Easement.

(g) In the event such relocation results in an interruption of water service to the JFS Parcel during business hours, and if such service interruption results in any tenant or user located on the JFS Parcel enforcing financial penalties against JFS, then in such case Pell, its successors and assigns, shall reimburse JFS in full, within thirty (30) days of JFS invoicing Pell, its successors and assigns, for the same, for any such financial penalties.

8. Indemnification. The owner(s) of each property using the Utility Easement shall indemnify and hold harmless the other parties, including the tenants of such parties, from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with that party's use, construction, maintenance, repair and replacement of the Utility Easement, including the use of the Utility Easement by the party's agents, employees, representatives, or tenants, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified. Tractor Supply Company, a Delaware corporation, and/or its successors and assigns (collectively, "Tractor Supply Company"), as a tenant of the JFS Parcel, shall be specifically included as an indemnified party for so long as it holds a leasehold interest in such property. The provisions of this Article are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party, other than the tenants existing at the time of the injury.

9. Insurance. Each property owner using the Utility Easement shall be required to carry comprehensive general liability insurance indemnifying the other party against all claims and demands for any injury to person or property which may be claimed to have occurred on or about the Utility Easement with insurance limits of not less than Two Million and No/100 Dollars (\$2,000,000) and shall name the other party and their tenants, and Tractor Supply Company (for so long as it has a leasehold interest in the JFS Parcel), as additional insured parties. Such policy shall be issued by insurance companies licensed to issue insurance in Florida with an A.M. Best Rating of A-/VII or higher. Each party shall provide a certificate of insurance to any other party, subject to or receiving the benefit of the Utility Easement, within fifteen (15) days of a written request. By mutual agreement, the parties may, from time to time, establish higher limits as are customarily carried on property in the Deltona, Florida area with uses similar to those located on the parties' respective properties.

10. Binding Effect. The rights, duties and obligations of the parties are binding upon their respective heirs, executors, administrators, successors and assigns.

11. Notice. Any notices required or permitted under this Agreement shall be given in writing and shall be deemed given when received by confirmed facsimile transmission; hand-delivered by personal delivery; or when received by certified mail, return receipt requested or overnight delivery by a nationally recognized overnight delivery service such as UPS. Notices in any case shall be addressed to the parties at the addresses set forth below (or at such other address as may be specified in writing by either party from time to time):

If to Pell: Albert H. Pell and Janette K. Pell
 c/o Pell's Citrus & Nursery
 400 Doyle Road
 Osteen, FL 32764

 telephone: 407-322-3873
 facsimile: 407-330-1892

If to JFS: JFS Holdings, LLC
 1100 East Morehead Street
 Charlotte, NC 20204
 Attn: Marie R. McLucas

 telephone: 704-344-8200
 facsimile: 704-344-8288

In addition, for so long as Tractor Supply Company holds a leasehold interest in the JFS Parcel, copies of all notices shall be provided to:

Tractor Supply Company
 200 Powell Place
 Brentwood, TN 37027
 Attn: Lease Administration Department

12. Other Provisions. The following further provisions govern the parties' rights, duties and obligations under this Agreement:

(a) Construction Notice. Any party undertaking the construction, installation or replacement of the Water Line, Additional Improvements and/or Additional Utilities shall first provide at least fifteen (15) business days advance written notice of such of activities to the other parties, including copies of plans reasonably detailing the scope and schedule of such construction, installation or replacement activities. The party performing such work shall cooperate with the other parties to minimize interference with such other parties use and enjoyment of the Utility Easement and shall perform any such work which results in a disruption of existing water or other services to the JFS Parcel outside of the normal business hours of the tenant on the JFS Parcel.

(b) Temporary Interference. If a party reasonably anticipates that its maintenance or repair activities on or around the Utility Easement will interfere with another party's property or use of such property, the party performing the activities will provide each other party at least seven (7) business days' advance written notice, except in the event of an emergency in which case notice reasonable under the circumstances shall be given to such other party or parties.

(c) Effect of Breach. The terms and provisions of this Agreement will not terminate, and are not terminable, in the event of a default by either party or its successors or assigns. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach or threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof.

(d) Effective Date and Term of Agreement. This Agreement shall be effective (the "Effective Date") as of the date JFS acquires fee simple title to the JFS Parcel. This Agreement shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by Pell and JFS, and by Tractor Supply Company, for so long as it holds a leasehold interest in the JFS Parcel.

(e) No Oral Modification. No part of this Agreement may be modified without the prior written consent of each of Pell and JFS, and of Tractor Supply Company so long as it holds a leasehold interest in the JFS Parcel.

(f) No Oral Waiver. A waiver of any provision of this Agreement or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(g) Attorney's Fees and Costs. In the event of litigation related to this Agreement, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, in addition to all other expenses incurred by such litigation.

(h) Tractor Supply Company Enforcement Rights and Obligations. Notwithstanding anything to the contrary contained in the foregoing, for so long as the JFS Parcel is subject to a lease with Tractor Supply Company, Tractor Supply Company may

enforce the terms of this Agreement against Pell or its heirs, successors and assigns of all or any portion of the Pell Parcel, or cure any default, as provided in sub-section (j) below under this Agreement on behalf of the responsible party.

(i) Recordation of Easement. The parties agree that they shall cause this Agreement to be recorded immediately following the acquisition by JFS of the JFS Parcel. The burdens and benefits of this Agreement shall run with the Pell Parcel and the JFS Parcel.

(j) Event of Default. In the event of a breach of the terms of this Agreement, the non-defaulting party shall send a written notice of default to the defaulting party. The notice shall describe the default and the action necessary to cure. In the event the default continues without cure or objection for a period of twenty (20) days after receipt by the defaulting party of written notice of the same (except in cases of emergency where an imminent threat exists to person or property, in which case notice by telephone or fax is deemed sufficient under this Agreement, with no cure period required), the non-defaulting party shall have the right but not the obligation to cure the default specified in the notice and, in addition shall have all remedies at law or in equity.

All reasonable expenses of the non-defaulting party required to cure the default shall be paid by the defaulting party within thirty (30) days after receipt of written evidence confirming the payment of such expenses by the non-defaulting party. Any sums remaining unpaid after expiration of such thirty (30) day period shall accrue interest at the Default Rate (as defined herein), and shall be payable upon demand, together with reasonable attorney fees incurred in connection with the collection of such sums. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach or threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof. In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorney's fees of the prevailing party, shall be borne by the non-prevailing party.

(k) Default Interest. All sums due and owing under this Agreement which are not paid on or before the date the same is due and payable, shall bear interest at the rate (the "Default Rate") of three percent (3%) per annum over the prime rate of interest published from time to time in the Money Rates Section of the Wall Street Journal or such similar publication (but in no event exceeding the maximum lawful rate of interest) from the date the same is due and payable until the date of reimbursement.

(l) Entire Agreement. This Agreement sets forth the entire agreement between Pell and JFS concerning the subject matter hereof.

(m) Severability. The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of any part of this Agreement. If any provision or part of this Agreement is so broad as to be unenforceable, such provision shall be interpreted only so broadly as is enforceable, or, if such provision or part cannot be interpreted to be enforceable at all, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

(n) No Presumption. Should any provision of this Agreement require additional interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who himself or through his agent prepared the same, it being understood and agreed that both parties have participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Signed in the presence of (as to both signatures):

PELL:

Witness Sign Name:

Witness Print Name:

Andrea Long
ANDREA LONG

Albert H. Pell
Albert H. Pell

Witness Sign Name:

Witness Print Name:

Kyan Kicks
Kyan Kicks

Janette K. Pell
Janette K. Pell

The State of Florida
County of Volusia, ss.

The foregoing instrument was acknowledged before me this 14th day of July, 2014 by ALBERT H. PELL and by JANETTE K. PELL, each whom is personally known to me or who has produced Personally Known as identification.

Betty Sue Dimitry
Notary Public

Printed Name: Betty Sue Dimitry
My Commission Expires: 6/27/2018



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed in the presence of:

JFS:

Witness Sign Name: [Signature]
Witness Print Name: ESTHER G. BOYD

JFS Holdings, LLC, a North Carolina limited liability company

Witness Sign Name: [Signature]
Witness Print Name: FRANK S. MESSING, JR.

By: [Signature]
Phil C. Lanning
Manager

The State of North Carolina
County of Mecklenburg, ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2014 by Phil C. Lanning, the Manager of JFS HOLDINGS, LLC, who is personally known to me or who has produced North Carolina Driver's License as identification.



[Signature]
Notary Public

Printed Name: ELIZABETH J. GARNER

My Commission Expires:

My Commission Expires 7/18/2015

EXHIBIT A*Legal Description of JFS Parcel*

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING (A PART OF LOTS 14 THROUGH 25, BLOCK 203), (LOTS 1 THROUGH 8, AND PART OF LOTS 9 THROUGH 16, BLOCK 403), AND (LOT 1, AND PART OF LOTS 2, 3, 5 AND UN-NUMBERED LOT IN BLOCK 601), TOGETHER WITH PORTIONS OF VACATED 1ST STREET EAST, 2ND STREET EAST AND PORTIONS OF VACATED ALLEYS ALL AS SHOWN ON THE PLAT OF 2ND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°53'05"E., ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 854.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4 AND THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3355.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.45°57'40"W.; THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°56'37", 406.58 FEET; THENCE N.89°53'05"W., 589.13 FEET; THENCE N.00°06'55"W., 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.07 ACRES MORE OR LESS

EXHIBIT B*Legal Description of Pell Parcel*

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST AND BEING A PART OF THAT PORTION OF THE PLAT OF 2ND ADDITION TO CARNELL, AS RECORDED IN PLAT BOOK 10, PAGE 128 VACATED BY THE CITY OF DELTONA, FLORIDA PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 6947, PAGE 197 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE N.89°39'52"E., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE 995.40 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 995.40 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE S.00°19'40"E., ALONG SAID LINE, AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 43.82 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE S.00°19'40"E., ALONG SAID EAST LINE OF THE WEST 995.40 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1522.29 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF 6TH AVENUE SOUTH AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.89°47'43"E., ALONG SAID NORTH RIGHT OF WAY LINE OF 6TH AVENUE SOUTH, 158.57 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415 AS SHOWN ON STATE ROAD RIGHT OF WAY MAP FOR STATE ROAD NO. 415, SECTION 79120, F.P. NO.407355 4;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FIVE COURSES AND DISTANCES:

THENCE N.00°09'47"W., 7.60 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1495.21 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.59°01'33"W.;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°37'10", 68.36 FEET TO THE POINT OF TANGENCY;

THENCE N.33°35'36"E., 33.07 FEET;

THENCE N.43°04'48"E., 78.88 FEET;

THENCE N.33°35'37"E., 734.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 4TH AVENUE SOUTH AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE S.89°50'24"W., ALONG SAID CENTERLINE, 171.97 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 1ST STREET EAST AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.00°09'32"W., 200.19 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A 20.00 FOOT WIDE ALLEY LYING IMMEDIATELY NORTH OF LOTS 8 THROUGH 11, BLOCK 404 AS SHOWN ON SAID PLAT OF 2ND ADDITION TO CARNELL;

THENCE N.89°51'04"E., ALONG SAID CENTERLINE, 305.71 FEET TO A POINT LYING ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO.415;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES:

THENCE N.33°35'37"E., 102.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3355.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°30'06", 205.04 FEET;

THENCE S.89°53'05"W., 589.13 FEET;

THENCE N.00°06'55"W., 308.14 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE;

THENCE S.89°53'05"W., ALONG SAID RIGHT OF WAY LINE, 401.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.71 ACRES MORE OR LESS.

EXHIBIT C

Legal Description of Utility Easement

AN EASEMENT AREA LYING WITHIN THAT PARCEL OF LAND IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. SAID EASEMENT AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6 WITH THE SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE, AS SHOWN ON THE PLAT OF DELTONA LAKES AS RECORDED IN PLAT BOOK 28, PAGE 95 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE S.00°19'40"E., ALONG SAID EAST LINE OF THE WEST 995.4 FEET OF SAID SECTION 6, A DISTANCE OF 1522.29 FEET TO THE NORTH RIGHT OF WAY LINE OF 6TH AVENUE SOUTH AS SHOWN ON THE PLAT OF SECOND ADDITION TO CARNELL AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE N.89°47'43"E., ALONG SAID LINE, 20.00 FEET;

THENCE N.00°19'40"W., 1472.26 FEET;

THENCE N.89°53'05"E., 380.94 FEET;

THENCE N.00°06'55"W., 20.00 FEET;

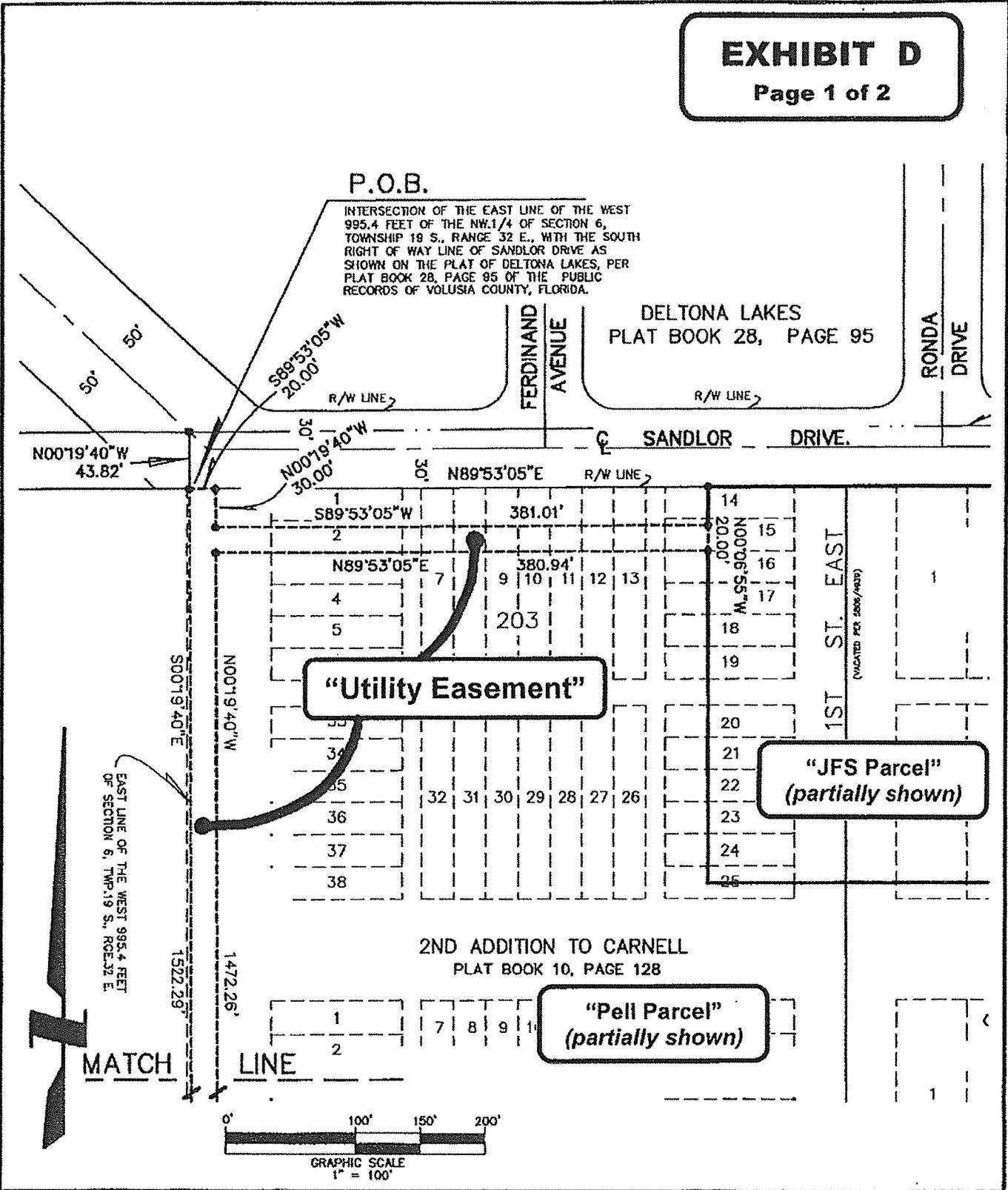
THENCE S.89°53'05"W., 381.01 FEET;

THENCE N.00°19'40"W., 30.00 FEET TO A POINT LYING ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF SANDLOR DRIVE;

THENCE S.89°53'05"W., ALONG SAID RIGHT OF WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.87 ACRES MORE OR LESS.

EXHIBIT D
Page 1 of 2



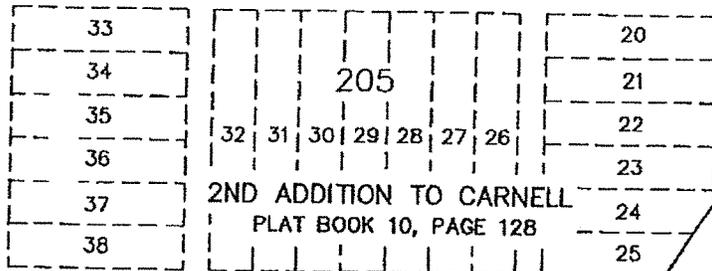
DATE 6/18/14
 ORDER NO. 24771
 FB. NO. _____
 SCALE. 1" = 100'
 DWG. NO. UTY EASEMENT 3R.DWG

Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 3700 South Washington Avenue • Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6762

EXHIBIT D
Page 2 of 2

MATCH LINE

S00°19'40"E
N00°19'40"W



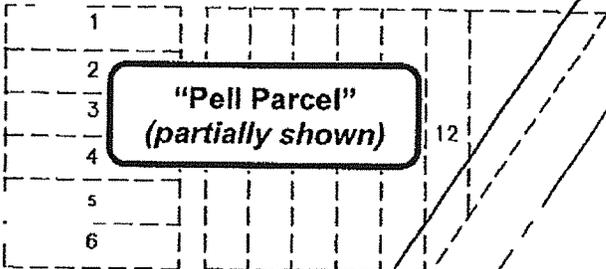
5TH AVE S.
(VACATED PER 5506/4935)

"Utility Easement"

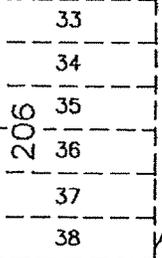
EAST LINE OF THE WEST 99.4 FEET OF SECTION 6, TWP. 19 S., R0E. 32 E.

1522.29'
1472.26'

"Pell Parcel"
(partially shown)



STATE ROAD NO. 415
(WIDTH VARIES)

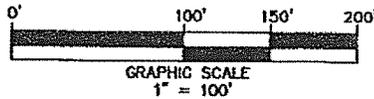


501

6TH AVE S.

N89°47'43"E
20.00'

HOWLAND BLVD.



DATE 6/18/14
 ORDER NO. 24771
 FB. NO. _____
 SCALE 1" = 100'
 DWG. NO. UTY EASEMENT 3R.DWG

Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 3700 South Washington Avenue • Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6762



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 8 - B
SUBJECT: Public Hearing - Ordinance No. 13-2014, Amending the Firefighter's Pension Plan by allowing the Fire Chief the option of Opting Out of Participation, at second and final reading.

LOCATION:

N/A

BACKGROUND:

At the present time, the pension ordinance provides that 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.

Ordinance No. 13-2014 will amend Chapter 46, "*Pension plans*," Article II, "*Firefighter's Pension Plan*," of the Code of Ordinances of the City of Deltona, Section 46-27, "*Participation – Conditions of eligibility*," amending the Firefighter's Pension Plan by allowing the Fire Chief the option of Opting Out of Participation without participating in the general employee's pension plan. The Deltona general employee's pension plan does not permit a firefighter to belong.

At the Commission Workshop on Monday, July 28, 2014 the Commission concurred to place the ordinance for first reading on Regular Commission Meeting to be held on August 4, 2014.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, City Manager, Fire Chief

**STAFF
RECOMMENDATION
PRESENTED BY:**

City Manager William D. Denny - That the City Commission approve Ordinance No. 13-2014, at second and final reading.

**POTENTIAL
MOTION:**

"I move to approve Ordinance No. 13-2014, at second and final reading."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, City Manager

ATTACHMENTS:

- Ordinance No. 13-2014

ORDINANCE NO. 13 - 2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE FIREFIGHTER'S PENSION PLAN BY ALLOWING THE FIRE CHIEF THE OPTION OF OPTING OUT OF PARTICIPATION; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

SECTION 1. Chapter 46, "*Pension plans,*" Article II, "*Firefighter's Pension Plan,*" of the Code of Ordinances of the City of Deltona is hereby amended by the amendment of Section 46-27, "*Participation – Conditions of eligibility,*" which section shall 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.~~ Notwithstanding the previous sentence, the fire chief may, within the first three months of employment as fire chief, or within thirty (30) days of the effective date of the ordinance adopting this provision, notify the board and the city, in writing, of his election to not be a member of the system. In the event of any such election, he shall be barred from future membership in the system and any contributions made after employment and prior to opting out shall be refunded. Thereafter, contributions to the plan in accordance with Section 46-31 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee and shall not be eligible for any other benefits from the plan.

SECTION 2. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 3. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

City of Deltona, Florida
Ordinance No.13 -2014
Page 2 of 2

SECTION 4. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014

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

SUBJECT: Public Hearing - Ordinance No. 19-2014, Charter amendment removing initial incorporation/transition provisions, boundary descriptions, and language changing candidate qualifying provisions, at second and final reading.

LOCATION:

Citywide

BACKGROUND:

At the City Commission Workshop held on Monday, July 28, 2014, the Commission directed the City Attorney to create separate ordinances for all five (5) charter amendment questions so the Commission could vote on them individually.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, City Manager

STAFF RECOMMENDATION PRESENTED BY:

City Attorney Becky Vose - That the Commission approve Ordinance No. 19-2014, at second and final reading.

POTENTIAL MOTION:

"I move to approve Ordinance No. 19-2014, at second and final reading."

AGENDA ITEM APPROVED BY:

William D. Denny, City Manager

ATTACHMENTS:

- Ordinance No. 19-2014

ORDINANCE NO. 19-2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA, REPEALING ORDINANCE NO. 08-2014; PROPOSING A CHARTER AMENDMENT REMOVING INITIAL INCORPORATION/TRANSITION PROVISIONS, BOUNDARY DESCRIPTION, AND LANGUAGE CHANGING CANDIDATE QUALIFYING PROVISIONS; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

Section 1. Ordinance No. 08-2014, adopted by the City Commission of the City of Deltona on May 5, 2014, is hereby repealed.

Section 2. The revision to the Charter for the City of Deltona, Florida which is set forth below shall be submitted to the electors of the City of Deltona on the ballot for the election to be held on November 4, 2014. The ballot title, ballot summary, and proposed charter revision are set forth below. This Charter revision shall become effective upon approval of such ballot question in such referendum.

QUESTION #1

CITY CHARTER AMENDMENT REMOVING INITIAL
INCORPORATION / TRANSITION PROVISIONS,
BOUNDARY DESCRIPTIONS, AND CHANGING
CANDIDATE QUALIFYING PROVISIONS

Shall the Deltona City Charter be amended to remove outdated provisions relating to the initial incorporation of the city and transition schedules, to remove the lengthy legal descriptions of the original corporate boundaries of the city and its districts, with the current boundaries to be kept on file with the City Clerk pursuant to law, and to provide that candidate qualifying periods be set by ordinance?

____ Yes
____ No

Text Revisions: Section 8(3) of the Deltona City Charter is amended, Section 9 of the Deltona City Charter is amended, Section 10 of the Deltona City Charter is amended to delete Subsections 2-3, Section 13 of the Deltona City Charter is amended to delete Subsections 1-7 and renumber, Section 14 of the Deltona City Charter is deleted, and Section 15 of the Deltona City Charter is deleted, all to read as follows:

Section 8(3) Elections

...

(3) QUALIFYING FOR OFFICE. If there are more than two candidates who qualify for any office, a primary election shall be held. The qualifying period for City of Deltona elections shall be set by ordinance. ~~at any time after noon of the 1st day for qualifying, which shall be the 71st day prior to the primary election, but no later than noon of the 67th day prior to the date of the primary election of each even-numbered year.~~ In addition, candidates shall qualify as provided in section 5 (1) (b).

...

Section 9. Commission Districts.

(1) CITY BOUNDARIES.

(a) The corporate boundaries of the City of Deltona, and the district boundaries thereof, shall remain as they exist on the date this amended charter provision takes effect, provided that the city shall have the power to change such boundaries in the manner prescribed by law. A description of the corporate boundaries and district boundaries shall be maintained on file in the City Clerk's office and made available to the public.

~~The corporate boundaries of the City shall be as follows:~~

~~BEGIN at the intersection of the centerline of Dirksen Drive with the Southerly extension of the Westerly limited access right of way line of Interstate Highway #4 (1-4) in Section 2, Township 19 South, Range 30 East, Volusia County, Florida, according to the State Road Department of Florida Maps of State Roads in Volusia County Book 2, pages 241 through 259 inclusive (Section No. 7716-401 and 7911-401, Road No. 400) of the Public Records of Volusia County, Florida; run thence Northerly and Northeasterly, along the said Southerly extension of the Westerly limited access right of way line of Interstate Highway #4 and continuing Northeasterly along the Westerly limited access right of way line of said Interstate Highway #4, to its intersection with the North line of the South one-half of Government Lot 7, Section 6, Township 18 South, Range 31 East; thence Easterly, along said North line of the South one-half of Government Lot 7 and continuing Easterly, along the North lines of Lots 32, 33, 34 and 35 and the Easterly extension of the said North line of Lot 35, Yourlando Farms and Groves, according to map in Map Book 10, Pages 227 and 228, Public Records of Volusia County, Florida, to its intersection with the West line of Government Lot 5, Section 5, Township 18 South, Range 31~~

East; thence Northerly along the said West line of Government Lot 5, to the Northwest corner of said Government Lot 5; thence Easterly, along the North line of said Government Lot 5, to the Northeast corner of said Government Lot 5; thence Southerly, along the East line of said Government Lot 5, to a point in the North line of the South one half of Government Lot 6, Section 5, Township 18 South, Range 31 East; thence Easterly, along the said North line of the South one half of Government Lot 6, to a point that is 590.32 feet West of the Northeast corner of the South one half of said Government Lot 6; thence South and parallel with the East line of said Government Lot 6, a distance of 590.32 feet to a point; thence Easterly and parallel with the said North line of the South one half of Government Lot 6, a distance of 590.32 feet, to the East line of said Government Lot 6; thence Southerly, along the said East line of Government Lot 6 and continuing Southerly along the East line of Government Lot 11 of said Section 5, to the Northwest corner of the South one half of Government Lot 10, Section 5, Township 18 South, Range 31 East; thence Easterly, along the North line of the South one half of said Government Lot 10, to the Northeast corner of said South one half of Government Lot 10; thence Southerly, along the East line of said Government Lot 10, to its intersection with the North line of Section 8, Township 18 South, Range 31 East; thence Easterly, along the North line of said Section 8 and continuing Easterly along the North line of Section 9, Township 18 South, Range 31 East, to the Northeast corner of said Section 9, also being the Southwest corner of Section 3, Township 18 South, Range 31 East; thence Northerly, along the West line of said Section 3, to the Northwest corner of said Section 3; thence Easterly, along the North line of said Section 3 and continuing Easterly along the North lines of Sections 2 and 1, Township 18 South, Range 31 East, to the Northeast corner of said Section 1; thence Southerly, along the East line of said Section 1 and continuing Southerly along the East lines of Sections 12, 13, 24 and 25, Township 18 South, Range 31 East, to the Southeast corner of said Section 25; thence Easterly, along the North line of Section 31, Township 18 South, Range 32 East, to the Northeast corner of said Section 31; thence Southerly, along the East line of said Section 31, to its intersection with the Northwesterly right-of-way line of State Road 415; thence Southwesterly, along said Northwesterly right-of-way line of State Road 415, to its intersection with the South line of said Section 31; thence Westerly, along the South line of said Section 31, to the Southwest corner of said Section 31; thence Southerly, along the East line of Section 1, Township 19 South, Range 31 East, to the Southeast corner of said Section 1; thence Westerly, along the South line of said Section 1, to the Southwest corner of said Section 1; thence Southerly, along the East line of Section 11, Township 19 South, Range 31 East, to the Southeast corner of said Section 11; thence Westerly, along the South line of said Section 11, to its intersection with the West line of the East one half of said Section 11; thence Northerly, along said West line of the East one half of said Section 11, to its intersection with the South line of the North one half of said Section 11; thence Westerly, along said South line of the North one half of Section 11, to the West line of the East one half of the NW $\frac{1}{4}$ of said Section 11; thence Northerly along said West line of the East one half of the NW $\frac{1}{4}$ of said Section 11, to the North line of the South one half of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 11, also being the North line of Deltona Lakes, Unit #63, according to map in Map Book 28, pages 100 through 105, Public Records of Volusia County, Florida; thence Easterly, along said North line of the South one half of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, to the West line of the East one half of said Section 11; thence Southerly, along said West line of the East one half of Section 11, to the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11; thence Easterly, along the said North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, to the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11, also being the Southwest corner of Deltona

Lakes, Unit #60, according to map in Map Book 28, pages 92 and 93, Public Records of Volusia County, Florida; thence Northerly, along the West line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, to the South line of Section 2, Township 19 South, Range 31 East; thence continue Northerly along the West line of the East one half of the SE $\frac{1}{4}$ of said Section 2, to the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 2; thence Westerly, along said South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, to the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 2; thence Northerly, along said West line, to the North line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 2; thence Easterly, along said North line, to the West line of the East one half of the SE $\frac{1}{4}$ of said Section 2, thence Northerly, along said West line, to the South line of the NE $\frac{1}{4}$ of said Section 2; thence Westerly, along said South line, to the Southwest corner of the NE $\frac{1}{4}$ of said Section 2; thence Northerly, along the West line of the NE $\frac{1}{4}$ of said Section 2, a distance of 1490 feet to a point that is 100 feet Southerly of the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 2; thence Westerly and parallel with said South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 100 feet; thence Northerly and parallel with the West line of said NE $\frac{1}{4}$ of Section 2, a distance of 100 feet, to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 2; thence Westerly, along said South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, to the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 2; thence Northerly, along said West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, to the South line of Section 35, Township 18 South, Range 31 East; thence Westerly, along said South line of Section 35, to the Southeast corner of Section 34, Township 18 South, Range 31 East; thence Westerly, along the South line of said Section 34, to the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34; thence Northerly, along the West line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, to the Northwest corner of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34; thence Westerly, along the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34, to the Northeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 34; thence Southerly, along the East line of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, to the South line of said Section 34; thence Westerly, along the said South line of Section 34, to the Southeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34, being also the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 31 East; thence Southerly, along the East line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, to the Southeast corner thereof; thence Westerly, along the South line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, to the Southwest corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, also being a point on the East line of Section 4, Township 19 South, Range 31 East; thence Southerly, along said East line of Section 4, to the Southeast corner of the NE $\frac{1}{4}$ of said Section 4; thence Westerly, along the South line of said NE $\frac{1}{4}$ of Section 4, to the Southeast corner of the West one half of the NE $\frac{1}{4}$ of Section 4; thence Northerly, along the East line of the West one half of the NE $\frac{1}{4}$ of said Section 4, a distance of 100 feet; thence Westerly and parallel with the South line of the NE $\frac{1}{4}$ of said Section 4, to the West line of the NE $\frac{1}{4}$ of said Section 4; thence Southerly, along said West line, a distance of 100 feet, to the Southwest corner of the said NE $\frac{1}{4}$ of Section 4; thence Westerly, along the South line of the NW $\frac{1}{4}$ of said Section 4, to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 4; thence Northerly, along the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, to the Northwest corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4; thence Easterly, along the North line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, to the Northeast corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4; thence Northerly, along the West line of the NE $\frac{1}{4}$ of said Section 4, to the North line of said Section 4; thence Westerly, along the said North line of Section 4 and continuing Westerly along the North line of Section 5, Township 19 South, Range 31 East, to the Northeast corner of the NW $\frac{1}{4}$ of said Section 5,

~~thence Southerly, along the East line of the NW ¼ of said Section 5, to the Northwest corner of the NW ¼ of the SE ¼ of said Section 5; thence Easterly, along the North line of the said NW ¼ of the SE ¼ of Section 5, to the Northeast corner of said NW ¼ of SE ¼ of Section 5; thence Southerly, along the East line of the West one half of the SE ¼ of said Section 5, to the Southerly right-of-way line of Braddock Road; thence Westerly, along said Southerly right-of-way line of Braddock Road, to its intersection with the West line of the Anthony Stark Estate, according to map in Map Book 2, page 13, Public Records of Volusia County, Florida; thence Southerly, along said West line of the Anthony Stark Estate, to its intersection with the centerline of the Florida East Coast Railroad right-of-way; thence Northwesterly, along the said centerline of the Florida East Coast Railroad right-of-way, to its intersection with the East line of Section 6, Township 19 South, Range 31 East; thence Southerly, along said East line of Section 6, to its intersection with the Southeasterly line of Lot 52, Assessor's Subdivision of Section 6, Township 19 South, Range 31 East, Enterprise, according to map in Map Book 3, page 146, Public Records of Volusia County, Florida; thence Southwesterly, along the said Southeasterly line of Lot 52, to its intersection with the mean high water line of Lake Monroe; thence Northwesterly, along said mean high water line of Lake Monroe, to its intersection with the Westerly line of Lot 39, of said Assessor's Subdivision (Map Book 3, page 146); thence Northeasterly, along said Westerly line of Lot 39, to its intersection with the centerline of the Florida East Coast Railroad right-of-way; thence Northwesterly, along said centerline of the Florida East Coast Railroad right-of-way, to its intersection with the West line of the Northeast ¼ of said Section 6; thence Northerly, along said West line of the Northeast ¼ of Section 6 and continuing Northerly along the West line of the Southeast ¼ of Section 31, Township 18 South, Range 31 East, to the Northwest corner of Tract "M", Deltona Lakes Unit #20, according to map in Map Book 27, pages 1 through 6, Public Records of Volusia County, Florida; thence Westerly, along the Southerly line of Lot 2, Block 587 of said Deltona Lakes Unit #20, and continuing Westerly along the Southerly line of Tract "N", of said Deltona Lakes, Unit #20, to the Southeast corner of Lot 5, Plat of Noah Robbins Homestead, according to map in Map Book 2, page 3, Public Records of Volusia County, Florida; thence Northerly along the East lines of Lots 5, 4 and 2 of said Plat of Noah Robbins Homestead, to the Northeast corner of said Lot 2; thence Westerly, along the North line of said Lot 2, to the Northwest corner of said Lot 2, being also a point on the Easterly boundary of a drainage retention area, of said Deltona Lakes, Unit #20; thence S 00°04'49" E, along said Easterly boundary of the drainage retention area, to the Southeast corner of said drainage retention area; thence S 89°55'11" W, along the South line of said drainage retention area, a distance of 100.00 feet, to the Southwest corner of said drainage retention area; thence N 00°04'49" W, a distance of 110.00 feet; thence N 40°59'02" W, a distance of 94.96 feet to a point, said point being a point on a curve concave Southeasterly and having a radius of 440.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 20°30'11" for an arc distance of 157.45 feet to a point of reverse curve concave Northwesterly and having a radius of 1160.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 60°59'20" for an arc distance of 1234.77 feet to a point of tangency; thence S 89°33'18" W, a distance of 25.00 feet; thence N 00°14'16" W, a distance of 125.00 feet to a point of intersection with the Southerly right-of-way line of Anderson Drive, said Deltona Lakes Unit #20; thence Southwesterly, along the said Southerly right-of-way line of Anderson Drive, to the Westerly right-of-way line of Cloverleaf Boulevard; thence Northerly, along said Westerly right-of-way line of Cloverleaf Boulevard, to the Southeasterly corner of Lot 20, Block 610, said Deltona Lakes, Unit #20; thence Westerly, along the Southerly line of said Lot 20, to the Southwest~~

corner of said Lot 20, also being the Southwest corner of Block 610; thence Northerly, along the West line of said Block 610, to the Northwest corner of Lot 1, of said Block 610; thence Easterly, along the North line of said Lot 1, to its intersection with the Westerly right-of-way line of Cloverleaf Boulevard; thence Northerly, along said Westerly right-of-way line of Cloverleaf Boulevard, to its intersection with the Southeast corner of Tract "L", Deltona Lakes, Unit #22, according to map in Map Book 27, pages 11 through 15, Public Records of Volusia County, Florida; thence Westerly, along the Southerly line of said Tract "L", to the Southeast corner of Tract "K", Deltona Lakes Unit #22, a Replat of Tract "K", according to map in Map Book 31, page 5, Public Records of Volusia County, Florida; thence continuing Westerly, along the Southerly line of said Tract "K", to the Northeast corner of Lot 9, Block 624, of said Deltona Lakes Unit #22 (Map Book 27, pages 11 through 15); thence Southerly, along the Easterly line of said Block 624, to the Southeast corner of said Block 624; thence Westerly, along the Southerly lines of said Block 624 and a portion of Block 626, of said Deltona Lakes Unit #22, to its intersection with the Easterly line of Lot 10 of said Block 626; thence Southerly, along the Easterly line of Lots 10 through 16 inclusive, of said Block 626 and continuing Southerly along the Southerly extension of the East line of said Block 626, to the Southerly right-of-way line of Kinlock Street; thence Westerly, along said Southerly right-of-way line of Kinlock Street, to the Westerly right-of-way line of Dan River Avenue; thence Northerly, along said Westerly right-of-way line of Dan River Avenue, to the Southerly right-of-way line of Dolin Street; thence Westerly, along said Southerly right-of-way line of Dolin Street, to the Easterly right-of-way line of Whitemarsh Avenue; thence Southerly, along said Easterly right-of-way line of Whitemarsh Avenue, to the Northerly right-of-way line of Camden Street; thence Easterly, along said Northerly right-of-way line of Camden Street and the Easterly extension thereof, to the Easterly line of Map of North Enterprise, according to map in Deed Book "O", page 465, Public Records of Volusia County, Florida; thence Southerly, along said Easterly line of Map of North Enterprise, to the Southeast corner of said Map of North Enterprise; thence Westerly, along the Southerly line of said Map of North Enterprise and continuing Westerly, along the Southerly line of Deltona Lakes, Unit #46, according to map in Map Book 27, page 314, Public Records of Volusia County, Florida, and continuing Westerly, along the Southerly line of said Map of North Enterprise, to its intersection with the Easterly right-of-way line of Belltower Avenue, being also the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 South, Range 30 East; thence Southerly, along the Easterly right-of-way line of Belltower Avenue and continuing Southerly, along the East line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 1, to its intersection with the centerline of DeBary Avenue; thence Northwesterly, along said centerline of DeBary Avenue, until DeBary Avenue becomes Dirksen Drive and continuing Westerly along the centerline of Dirksen Drive to the POINT OF BEGINNING.

(2) District Boundaries:

(a) The district boundaries of the six districts shall be as follows:

DISTRICT #1

All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 091001 and within U.S. Bureau of the Census Year 2010 Census Blocks 1058 through 1060; and U.S.

~~Bureau of the Census Year 2010 Census Tract 091019 and within U.S. Bureau of the Census 2010 Census Blocks 1000 through 1041, Blocks 2000 through 2015, Blocks 3000 through 3022, Block 3024, Block 3044 through 3046; and U.S. Bureau of the Census Year 2010 Census Tract 091020 and within U.S. Bureau of the Census Year 2010 Census Blocks 1003 through 1026, Block 1032, Blocks 1034 through 1058, Blocks 2000 through 2051; and U.S. Bureau of the Census Year 2010 Census Tract 091021 and within U.S. Bureau of the Census Year 2010 Census Block 1006, Blocks 1008 through 1009, Blocks 1011 through 1025, Blocks 1027 through 1035, Blocks 1037 through 1040, Blocks 1044 through 1052; and U.S. Bureau of the Census Year 2010 Census Tract 091022 and within U.S. Bureau of the Census Year 2010 Census Block 2077; and U.S. Bureau of the Census Year 2010 Census Tract 091024 and within U.S. Bureau of the Census Year 2010 Census Block 1000 through 1008, Blocks 1016 through 1022, Blocks 1028 through 1029; and U.S. Bureau of the Census Year 2010 Census Tract 091027 and within U.S. Bureau of the Census Year 2010 Census Block 2014 through 2015; and Blocks 2069 through 2070.~~

~~DISTRICT #2~~

~~All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 090805 and within U.S. Bureau of the Census Year 2010 Census Block 1007 through 1009, Blocks 1041 through 1042; and U.S. Bureau of the Census Year 2010 Census Tract 090806 and within U.S. Bureau of the Census Year 2010 Census Blocks 1006 through 1008, Blocks 1011 through 1012; and U.S. Bureau of the Census Year 2010 Census Tract 091001 and within U.S. Bureau of the Census Year 2010 Census Block Blocks 1016 through 1017, Blocks 1019 through 1031, Block 1035, Block 1039 through 1045, Block 1047 through 1055, Block 1061 through 1065, Block 1080; and U.S. Bureau of the Census Year 2010 Census Tract 091015 and within U.S. Bureau of the Census Year 2010 Census Block 1000 through 1011, Block 1016, 1019, Blocks 1052 through 1053; and U.S. Bureau of the Census Year 2010 Census Tract 091019 and within U.S. Bureau of the Census Year 2010 Census Blocks 3023, Blocks 3025 through 3043; and U.S. Bureau of the Census Year 2010 Census Tract 091021 and within U.S. Bureau of the Census Year 2010 Census Block 1036, Blocks 1041 through 1043; and U.S. Bureau of the Census Year 2010 Census Tract 091022 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1017, Blocks 2000 through 2076, Blocks 2078 through 2084, Blocks 3000 through 3042; and U.S. Bureau of the Census Year 2010 Census Tract 091023 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1015, Blocks 2000 through 2026.~~

~~DISTRICT #3~~

~~All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 090902 and within U.S. Bureau of the Census Year 2010 Census Blocks 2067 through 2070; and U.S. Bureau of the Census Year 2010 Census Tract 091015 and within U.S. Bureau of the Census Year 2010 Census Blocks 1031 through 1038, Block 1049; and U.S. Bureau of the Census Year 2010 Census Tract 091016 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1003, Block 1005, Blocks 1014 through 1037, Block 1042, Blocks 2000 through 2025; and U.S. Bureau of the Census Year 2010 Census Tract 091017 and within U.S. Bureau of the~~

~~Census Year 2010 Census Blocks 1000 through 1010, Block 1014, Blocks 2000 through 2035; and U.S. Bureau of the Census Year 2010 Census Tract 091018 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1036, Blocks 2000 through 2013, Blocks 2015 through 2016, Blocks 2036 through 2038, Blocks 2040 through 2042, Blocks 3000 through 3025, Blocks 4000 through 4001, Blocks 4003 through 4027, Block 4029; and U.S. Bureau of the Census Year 2010 Census Tract 091023 and within U.S. Bureau of the Census Year 2010 Census Blocks 1016 through 1017; and U.S. Bureau of the Census Year 2010 Census Tract 091028 and within U.S. Bureau of the Census Year 2010 Census Blocks 2019 through 2028, Blocks 2038 through 2039, Blocks 2043 through 2047, Block 2050; and U.S. Bureau of the Census Year 2010 Census Tract 091029 and within U.S. Bureau of the Census Year 2010 Census Blocks 3014 through 3018, Blocks 3020 through 3025, Block 3027, Blocks 3030 through 3033, Block 3035, Blocks 3039 through 3044.~~

~~DISTRICT #4~~

~~All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 091013 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1057, Block 3025; and U.S. Bureau of the Census Year 2010 Census Tract 091015 and within U.S. Bureau of the Census Year 2010 Census Blocks 1012 through 1018, Blocks 1020 through 1030, Blocks 1039 through 1048, Blocks 1050 through 1051, Blocks 2000 through 2020; and U.S. Bureau of the Census Year 2010 Census Tract 091016 and within U.S. Bureau of the Census Year 2010 Census Block 1004, Blocks 1006 through 1013, Blocks 1038 through 1041, Blocks 3000 through 3041; and U.S. Bureau of the Census Year 2010 Census Tract 091017 and within U.S. Bureau of the Census Year 2010 Census Blocks 1011 through 1013, Blocks 1015 through 1027; and U.S. Bureau of the Census Year 2010 Census Tract 091026 and within U.S. Bureau of the Census Year 2010 Census Block 2045; and U.S. Bureau of the Census Year 2010 Census Tract 091027 and within U.S. Bureau of the Census Year 2010 Census Blocks 2017 through 2038, Blocks 2040 through 2048, Blocks 2053 through 2055, Block 2058; and U.S. Bureau of the Census Year 2010 Census Tract 091028 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1032, Blocks 2000 through 2018, Blocks 2029 through 2037, and Block 2041.~~

~~DISTRICT #5~~

~~All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 091024 and within U.S. Bureau of the Census Year 2010 Census Blocks 1009 through 1015, Blocks 1023 through 1027, Blocks 1030 through 1074, Block 2006, Blocks 2009 through 2011, Blocks 2016 through 2053; and U.S. Bureau of the Census Year 2010 Census Tract 091025 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1024, Block 1031; and U.S. Bureau of the Census Year 2010 Census Tract 091026 and within U.S. Bureau of the Census Year 2010 Census Blocks 2000 through 2003, Blocks 2005 through 2006, Blocks 2008 through 2010, Blocks 2012 through 2014, Blocks 2016 through 2020, Blocks 2022 through 2023, Blocks 2026 through 2027, Blocks 2029 through 2032, Blocks 2035 through 2037, Block 2041, Blocks 2047 through 2049; and U.S. Bureau of the Census Year 2010 Census Tract 091027 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1062, Blocks 2000 through~~

~~2013, Block 2016, Block 2039, Blocks 2049 through 2052, Blocks 2056 through 2057, and Blocks 2059 through 2068.~~

~~DISTRICT #6~~

~~All lands, waters and real property located within the municipal limits of the City of Deltona, Florida, and located within U.S. Bureau of the Census Year 2010 Census Tract 091005 and within U.S. Bureau of the Census Year 2010 Census Block 1010, Block 1012, Block 1019, Block 1021, Blocks 1023 through 1024, Block 1075, Block 1080; and U.S. Bureau of the Census Year 2010 Census Tract 091013 and within U.S. Bureau of the Census Year 2010 Census Blocks 2000 through 2009, Block 2011, Block 2013, Blocks 2016 through 2019, Blocks 2021 through 2027, Blocks 2035 through 2039, Blocks 2041 through 2049, Block 2051, Block 2053, Blocks 2057 through 2073, Blocks 2075 through 2078, Blocks 3000 through 3007, Block 3009, Blocks 3011 through 3016, Blocks 3018 through 3024, Blocks 3026 through 3032, Blocks 3036 through 3045, Blocks 3049 through 3050, Blocks 3052 through 3059; and U.S. Bureau of the Census Year 2010 Census Tract 091024 and within U.S. Bureau of the Census Year 2010 Census Block 2054, Blocks 2057 through 2094; and U.S. Bureau of the Census Year 2010 Census Tract 091025 and within U.S. Bureau of the Census Year 2010 Census Blocks 1025 through 1030, Blocks 1032 through 1038, Blocks 2000 through 2033; and U.S. Bureau of the Census Year 2010 Census Tract 091026 and within U.S. Bureau of the Census Year 2010 Census Blocks 1000 through 1063, Block 2004, Block 2007, Block 2011, Block 2015, Block 2021, Blocks 2024 through 2025, Block 2028, Blocks 2033 through 2034, Blocks 2038 through 2040, Blocks 2042 through 2044, Block 2046, and Block 2050; and U.S. Bureau of the Census Year 2010 Census Tract 091028 and within U.S. Bureau of the Census Year 2010 Census Block 2042, and Blocks 2048 through 2049; and U.S. Bureau of the Census Year 2010 Census Tract 091029 and within U.S. Bureau of the Census Year 2010 Census Blocks 1001 through 1002, Blocks 1005 through 1006, Block 1008, Block 1012, Block 1034, Block 2001, Blocks 2003 through 2004, Blocks 2006 through 2013, Blocks 2016 through 2017, Blocks 2020 through 2022, Blocks 2024 through 2034, Block 3004, Block 3006, Block 3008, and Block 3048.~~

(b) The District boundaries shall be revised every 10 years based upon population figures following the release of census tract data.

Section 10. Dissolution of existing districts.

(1) DELTONA FIRE DISTRICT DISSOLUTION: TRANSFER OF ASSETS AND LIABILITIES; SERVICES; PERSONNEL; TRANSITION ORDINANCES.

The Deltona Fire District, an independent special taxing district created by Chapter 69-1707, Laws of Florida, shall cease to exist on December 31, 1995. From that date forward, the City shall have, exercise, and enjoy all rights, immunities, powers, benefits, privileges, and franchises now and formerly possessed or held by said Deltona Fire District. Pursuant thereto:

(a) Transfer of assets and liabilities. The assets, liabilities, and written contracts of the Deltona Fire District, including all rights, obligations, duties, and relationships now

existing by law or agreement between the special district and other governmental units, shall be unaffected and shall remain in full force and effect and shall become those of the City of Deltona. All rights, claims, actions, orders, and all contracts between the special district and district personnel, and all legal or administrative proceedings involving the district, shall continue in full force and effect under the jurisdiction of the City of Deltona.

(b) Services.

1. To the extent not inconsistent with this Charter, all resolutions and policies of the Deltona Fire District shall remain in effect until amended, revised, or repealed by the City Commission.
2. Fire protection and emergency technician services shall thereafter be a function of the City of Deltona, specifically the Deltona Fire Department, under the jurisdiction of the City.

(c) Personnel. Employees of the Fire District shall become employees of the City, and all rights as to vacation, sick leave, pay grades, retirement, and insurance shall be preserved until such time as merit rules, regulations, and personnel procedures have been established by the City. The Deltona Fire District pension board shall remain in effect until such time as the City establishes a new pension board consistent with the rules, regulations, and personnel procedures that have been established by the City for fire personnel.

(d) [Repeal of state law.] Chapters 69-1707, 73-646, 83-533, 84-538 and 90-415, Laws of Florida, relating to the Deltona Fire District are hereby repealed.

~~(2) DELTONA AREA MUNICIPAL SERVICES DISTRICT.~~

~~Notwithstanding the incorporation of the City of Deltona, the Deltona Area Municipal Services District, a special taxing district created by the Volusia County Council, is authorized to continue in existence and to provide services through December 31, 1995.~~

~~(3) UNINCORPORATED AREA MUNICIPAL SERVICES DISTRICT.~~

~~Notwithstanding the incorporation of the City of Deltona, that portion of the Unincorporated Area Municipal Services District created by the Volusia County Council that lies within the boundaries of the City of Deltona is authorized to continue in existence through December 31, 1995.~~

...

Section 13. Transition schedule.

~~(1) REFERENDUM. The referendum election called for by this act shall be held on Saturday, September 9, 1995, unless there is established by general or special law a uniform municipal election date for Volusia County, in which case the election shall be at the time of the uniform primary election date. At such time the following question shall be placed upon the ballot:~~

~~"SHALL CHAPTER 95 [498], LAWS OF FLORIDA, CREATING THE CITY OF DELTONA AND PROVIDING ITS CHARTER BE APPROVED?"~~

~~In the event this question is answered affirmatively by a majority of voters voting in the referendum, the provisions of this Charter shall take effect as provided herein.~~

~~(2) CREATION AND ESTABLISHMENT OF CITY. For the purpose of compliance with Florida Statutes, relating to assessment and collection of ad valorem taxes, and for the purpose of section 11(2), the City is hereby created and established effective December 31, 1995.~~

~~(3) INITIAL ELECTION OF COMMISSIONERS: DATES; QUALIFYING PERIOD; CERTIFICATION OF ELECTION RESULTS; INDUCTION INTO OFFICE.~~

~~(a) Dates. Following the adoption of this Charter in accordance with subsection (1), the Volusia County Council shall call a special election for the election of the Mayor and the other six City Commissioners to be held on Saturday, December 2, 1995. Any necessary primary election shall be held on November 7, 1995.~~

~~(b) Qualifying period. Between 8:30 a.m. on October 2, 1995, and 2 p.m. on October 6, 1995, any individual who wishes to run for one of the seven initial seats on the Commission shall qualify as a candidate with the Volusia County Supervisor of Elections in accordance with the provisions of this Charter and general law.~~

~~(c) Certification of election results. For the initial election, the Volusia County Council shall appoint a canvassing board which shall certify the results of the election.~~

~~(d) Induction into office. Those candidates who are elected on December 2, 1995, or at the primary on November 7, 1995, shall take office at the initial City Commission meeting, which shall be held at 7 p.m., on December 4, 1995, at the Deltona Community Center, 980 Lakeshore Drive, Deltona, Florida.~~

~~(4) TRANSITION SERVICES AND COMPENSATION. It is the intent of this section that the County shall provide and be compensated for the provision of services to the City of Deltona as budgeted for in the fiscal year 1995-1996 Volusia County Budget. The level of services to be provided will be consistent with the level upon which the fiscal year 1995-1996 expense budget was predicated and in accordance with adopted revenues. Compensation to the County of Volusia for services provided will include all revenues which, although accruing to the City, would have accrued to the County as budgeted for provision of services prior to the incorporation of the City. It is the responsibility of the City to adopt appropriate ordinances, resolutions, or agreements as required to ensure the continued collection of budgeted revenues with which to fund services beginning January 1, 1996. Any revenues adopted or received by the~~

~~City of Deltona upon which delivery of services was not predicated within the County's fiscal year 1995-1996 adopted budget shall accrue to the City of Deltona. Services which the County shall provide under the terms of this agreement include all services provided to the Deltona Municipal Service District as adopted by the Volusia County Council prior to the City of Deltona becoming operational on December 31, 1995.~~

~~(5) FIRST YEAR EXPENSES. The City Commission, in order to provide moneys for the expenses and support of the City, shall have the power to borrow money necessary for the operation of City Government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this Charter.~~

~~(6) TRANSITIONAL ORDINANCES AND RESOLUTIONS. The City Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first Commission meeting shall be passed as emergency ordinances. These transitional ordinances shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.~~

~~(7) TRANSITIONAL COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATION.~~

~~(a) Until such time as the City shall adopt a comprehensive plan, the applicable provisions of the Comprehensive Plan of Volusia County, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority shall thereafter be vested in the City Commission of Deltona, which shall be deemed the local planning agency until the Commission establishes a separate local planning agency.~~

~~(b) All powers and duties of the Volusia County Planning and Land Development Regulations Commission, any Boards of Adjustment and Appeals created pursuant to statutory trade codes, and the County Council of Volusia County, as set forth in these transitional zoning and land use regulations, shall be vested in the City Commission of Deltona until such time as the City Commission delegates all or a portion thereof to another entity.~~

~~(c) Subsequent to the commencement of the City's corporate existence, no amendment of the Comprehensive Plan or Land Development Regulations enacted by the Volusia County Council shall be deemed as an amendment of the City's transitional Comprehensive Plan or Land Development Regulations or shall otherwise take effect within the City's corporate limits unless approved by the City Commission.~~

~~(8) (1) STATE SHARED REVENUES. The City of Deltona shall be entitled to participate in all shared revenue programs of the State of Florida effective immediately on the date of incorporation. The provisions of s. 218.23(1), Florida Statutes, shall be waived for the purpose of eligibility to receive revenue sharing funds from the date of incorporation through the state fiscal year 1996-1997. Initial population estimates for calculating eligibility for shared revenues shall~~

be determined by the University of Florida Bureau of Economic and Business Research. Should the Bureau be unable to provide an appropriate population estimate, the Volusia County Planning Department shall provide an appropriate estimate.

~~(9)~~ (2) GAS TAX REVENUES. Notwithstanding the requirements of F.S. § 336.025 to the contrary, the City of Deltona shall be entitled to receive local option gas tax revenues beginning October 1, 1996. The amount of said revenues to be distributed to the City of Deltona shall be in accordance with an interlocal agreement between Volusia County and the municipalities within said County that shall take effect July 1, 1996. In the event an interlocal agreement is not enacted by July 1, 1996, the said revenues shall be distributed in accordance with F.S. § 336.025.

~~Section 14. Effective date.~~

~~This act shall take effect as provided herein only upon its approval by a majority vote of those qualified electors residing within the proposed corporate limits of the proposed City of Deltona as described in section 9(1), voting in a referendum election to be called by the Volusia County Council and to be held in accordance with section 13(1) and with the provisions of general law relating to elections currently in force, except that this section and section 15 shall take effect upon becoming a law.~~

~~Section 15. Future incorporation efforts.~~

~~Should this charter fail at referendum, the issue of incorporation for Deltona residents may only be brought to the voters by petition of 10 percent of the eligible voters within the Deltona Municipal Service District boundaries.~~

Section 3. 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 this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 4. This ordinance shall become effective upon final adoption by the City Commission.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 8 - D
SUBJECT: Public Hearing - Ordinance No. 20-2014, Charter amendment removing City Manager residency requirement, at second and final reading.

LOCATION:	Citywide
BACKGROUND:	At the City Commission Workshop held on Monday, July 28, 2014, the Commission directed the City Attorney to create separate ordinances for all five (5) charter amendment questions so the Commission could vote on them individually.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney, City Manager
STAFF RECOMMENDATION PRESENTED BY:	City Attorney Becky Vose - That the Commission approve Ordinance No. 20-2014, at second and final reading.
POTENTIAL MOTION:	"I move to approve Ordinance No. 20-2014, at second and final reading."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Ordinance No. 20-2014

ORDINANCE NO. 20-2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA, REMOVING CITY MANAGER RESIDENCY REQUIREMENT; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

Section 1. The revision to the Charter for the City of Deltona, Florida which is set forth below shall be submitted to the electors of the City of Deltona on the ballot for the election to be held on November 4, 2014. The ballot title, ballot summary, and proposed charter revision are set forth below. This Charter revision shall become effective upon approval of such ballot question in such referendum.

QUESTION #2

CITY CHARTER AMENDMENT REMOVING CITY
MANAGER RESIDENCY REQUIREMENT

Shall the Deltona City Charter be amended to remove the residency requirements for City Manager?

_____ Yes
_____ No

Text Revisions: Section 7, Subsection 2 of the Deltona City Charter is amended to read as follows:

Section 7. Charter Officers

...

(2) CITY MANAGER: QUALIFICATIONS; POWERS AND DUTIES. The City Manager shall be the Chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, education, and management ability as it pertains to running municipal government. ~~Although the City Manager need not be a resident of the City at the time of appointment, within 6 months of~~

~~such appointment, he or she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Commission for an additional 6-month period.~~

(b) Power and duties. The City Manager shall:

1. Attend all meetings of the City Commission.
2. Draw and sign vouchers upon depositories, which vouchers shall be countersigned by the Finance Director or by the City Clerk, in the event of the Finance Director's absence or disability, and keep, or cause to be kept, a true and accurate account of same.
3. Be responsible for signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Commission.
5. Appoint a City Clerk to serve at his or her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
8. See that all laws, provisions of this Charter, and acts of the Commission are faithfully executed.
9. Prepare and submit the annual budget, budget message, and capital program to the Commission.
10. Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City.
11. Submit to the Commission, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
12. Sign contracts on behalf of the City to the extent authorized by the Commission.
13. Assist the Commission to develop long term goals for the City and strategies to implement these goals.
14. Encourage and provide staff support for regional and intergovernmental cooperation and submit reports of any of these activities to the Commission.
15. Promote partnerships among the Commission, staff, and citizens in developing public policy and building a sense of community.
16. Perform such other duties as are specified in this Charter or as may be directed by the Commission.

Section 2. 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 this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 3. This ordinance shall become effective upon final adoption by the City Commission.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 8 - E
SUBJECT: Public Hearing - Ordinance No. 22-2014, Charter amendment removing in-house City Attorney residency requirement, at second and final reading.

LOCATION:	Citywide
BACKGROUND:	At the City Commission Workshop held on Monday, July 28, 2014, the Commission directed the City Attorney to create separate ordinances for all five (5) charter amendment questions so the Commission could vote on them individually.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney, City Manager
STAFF RECOMMENDATION PRESENTED BY:	City Attorney Becky Vose - That the Commission approve Ordinance No. 22-2014, at second and final reading.
POTENTIAL MOTION:	"I move to approve Ordinance No. 22-2014, at second and final reading."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Ordinance No. 22-2014

ORDINANCE NO. 22-2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA, REMOVING IN HOUSE CITY ATTORNEY RESIDENCY REQUIREMENT; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

Section 1. The revision to the Charter for the City of Deltona, Florida which is set forth below shall be submitted to the electors of the City of Deltona on the ballot for the election to be held on November 4, 2014. The ballot title, ballot summary, and proposed charter revision are set forth below. This Charter revision shall become effective upon approval of such ballot question in such referendum.

QUESTION #4

CITY CHARTER AMENDMENT REMOVING
IN-HOUSE CITY ATTORNEY RESIDENCY
REQUIREMENT

Shall the Deltona City Charter be amended to remove the residency requirements for an in-house City Attorney?

_____ Yes
_____ No

Text Revisions: Section 7, Subsection 3 of the Deltona City Charter is amended to read as follows:

Section 7. Charter Officers

...

(3) CITY ATTORNEY; QUALIFICATIONS; POWERS AND DUTIES. The City Attorney shall be the chief legal officer of the City, and shall serve as chief legal advisor to the City Commission, the City Manager, and all City departments, offices, City advisory boards, and agencies.

(a) Qualifications. The City Attorney shall be a member of The Florida Bar in good standing. ~~Within 6 months of the appointment of an in-house attorney, he or she shall establish and maintain residency within the corporate limits of the City.~~

(b) Powers and duties. The City Attorney shall appoint, suspend or remove any assistant city attorney or legal counsel and shall have full managerial authority of any employee who works directly under the attorney. The City Attorney or his or her designee shall attend all City Commission meetings unless excused by the City Commission, and shall perform such professional duties as may be required by law or by the Commission in furtherance of the law. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

Section 2. 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 this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 3. This ordinance shall become effective upon final adoption by the City Commission.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 8 - F
SUBJECT: Public Hearing - Ordinance No. 23-2014, Charter amendment changing compensation of Mayor and City Commission, at second and final reading.

LOCATION:

Citywide

BACKGROUND:

At the City Commission Meeting held on Monday, June 2, 2014, the Commission requested that Ordinance No. 08-2014 be brought back at a Workshop to be held on Monday, June 9, 2014 at 5:30 p.m. for discussion regarding the charter question dealing with the Commission's compensation.

At the City Commission Workshops held on Monday, June 9, 2014 and Monday, July 28, 2014, the Commission discussed several compensation options. The Commission directed the City Attorney to change the original language of the charter Question #5 regarding compensation to the average of all 16 Volusia County cities, the Volusia County Council and Volusia County School Board and to place the ordinance on the regular Commission Meeting to be held on Monday, August 4, 2014.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, City Manager

STAFF RECOMMENDATION PRESENTED BY:

City Attorney Becky Vose - That the Commission approve Ordinance No. 23-2014, at second and final reading.

POTENTIAL MOTION:

"I move to approve Ordinance No. 23-2014, at second and final reading."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, City Manager

ATTACHMENTS:

- Ordinance No. 23-2014

ORDINANCE NO. 23-2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF DELTONA, FLORIDA, CHANGING METHOD OF SETTING COMPENSATION OF MAYOR AND CITY COMMISSIONERS; CALLING FOR A REFERENDUM ON THE PROPOSED GENERAL ELECTION ON NOVEMBER 4, 2014; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

Section 1. The revision to the Charter for the City of Deltona, Florida which is set forth below shall be submitted to the electors of the City of Deltona on the ballot for the election to be held on November 4, 2014. The ballot title, ballot summary, and proposed charter revision are set forth below. This Charter revision shall become effective upon approval of such ballot question in such referendum.

QUESTION #5

CITY CHARTER AMENDMENT
CHANGING METHOD OF SETTING
COMPENSATION OF MAYOR AND CITY
COMMISSIONERS

Shall Deltona City Charter be amended to change method of setting compensation of Mayor to equal average salaries of mayors of the sixteen Volusia County cities and Chairman of Volusia County Council and a member of the Volusia County School Board, and compensation of City Commissioners to equal average salaries for city commissioners in the sixteen Volusia County cities and members of Volusia County Council and Volusia County School Board?

___ Yes
___ No

Text Revisions: Section 5, Subsection 6 of the Deltona City Charter is amended to read as follows:

Section 5. City Commission

...

(6) COMPENSATION AND EXPENSES.

(a) *Compensation.* The Mayor shall receive annual compensation, payable bi-weekly, equivalent to the average annual salary of the Mayors in the cities within Volusia County and the Chairman of the Volusia County Council and a member of the Volusia County School Board, and members of the City Commission shall receive annual compensation, payable bi-weekly, equivalent to average the annual salary of the ~~Mayor and~~ Commissioners in the cities within Volusia County and a member of the Volusia County Council and a member of the Volusia County School Board. Said compensation shall not include benefits, except medical benefits under the City's group health insurance plan, the premium costs of which shall be fully paid by the members of Commission who elect coverage. Said compensation shall be identified as a line item within the annual budget and shall be automatically adjusted every two years coincident with adoption of the annual budget.

(b) *Expenses.* The Commission may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

Section 2. 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 this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 3. This ordinance shall become effective upon final adoption by the City Commission.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 10 - A
SUBJECT: Request for approval of the revised project total cost to upgrade DeltonaTV Broadcast Equipment.

LOCATION:

N/A

BACKGROUND:

The Commission approved \$84,000 in the 2013/2014 budget to upgrade the Broadcast Equipment in the DeltonaTV broadcast room. After working with vendor Command Corp., it has been determined that specific equipment has been identified as necessary to complete this project, which totals \$34,025. These upgrades bring the DeltonaTV facility up to current broadcast standards.

It is requested that DeltonaTV expand its audience reach and exposure by adding its broadcast signal to the ATT U-verse network. ATT requires its broadcast partners to use its standardized encoder that is a one-time-only cost of \$10,000. With this investment, the City's government TV station will then be available to subscribers of both Bright House Cable and ATT U-verse in Deltona. Additionally, DeltonaTV will be available to all ATT U-verse subscribers in Volusia County as well as the rest of the central Florida (Orlando) TV market—Seminole, Orange, Lake, Flagler, Brevard, Osceola, Sumter and Marion counties.

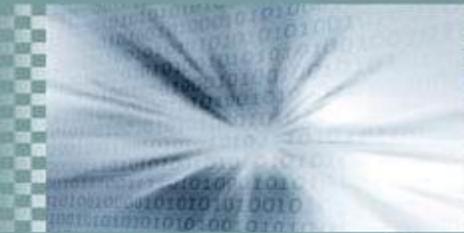
The total amount needed for the equipment is \$34,025 and another \$10,000 for ID Solutions which is ATT's service provider for a total request to spend an additional \$44,025 out of the Capital Equipment Fund in order to complete this project in this fiscal year.

There is funding available in the Capital Equipment fund so this is not a budget amendment but an approval for a revised total.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:	Capital Equipment Fund
COST:	\$44,025
REVIEWED BY:	City Manager, Finance Director, City Attorney, Public Information Officer
STAFF RECOMMENDATION PRESENTED BY:	Lee Lopez, Public Information Officer - Staff recommends the Commission to approve spending an additional \$44,025 out of the Capital Equipment Fund to complete this DeltonaTV project in this fiscal year.
POTENTIAL MOTION:	“I move to approve spending an additional \$44,025 out of the Capital Equipment Fund to complete this DeltonaTV project in this fiscal year”
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none"> • Additional Equipment List • ATTU-verse/ID Solutions proposal



Communications Solutions



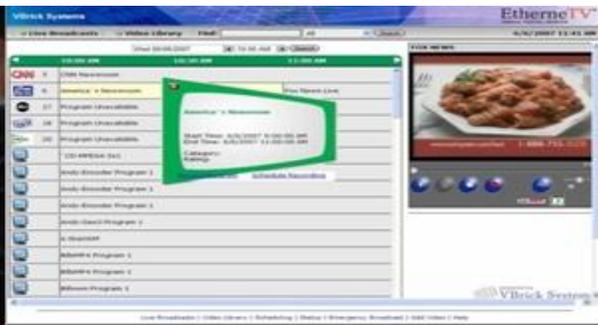
Professional Services



Integration & Design

Visual Communications Solution Presented To

CITY OF DELTONA



Video Solutions Proposal

PEGSOW-tl-102213-01



14701 Cumberland Rd., Suite 400
Noblesville, IN 46060
Phone: 317-770-3500
Fax: 317-770-3528

August 5, 2014
City of Deltona
2345 Providence Boulevard,
Deltona, FL 32725
Lee Lopez, llopez@deltonafl.gov, 586-226-4203 ext 2121

Subject: PEG Video Delivery System (PVDS) Statement of Work

Lee,

Thank you for choosing the IDSolutions team as your video solutions integration partner. Based upon our previous discussions we are proposing a Cisco U-verse Encoder for your public access delivery needs. This device will provide the necessary functionality to deliver your broadcast to the AT&T U-verse network.

This proposal includes the following:

- **1: Project Overview: Proposed solution, product selection, orientation**
- **2: Solution Cost: Equipment, Installation, Maintenance Costs**
- **3: An Introduction to IDSolutions**
- **4: Our Process: The 15 Steps to Success**
- **5: Satisfaction Assurance and Questionnaire**

The proposal includes a Cisco AS3005 encoder, a 1 ye hardware/software warranty, hardware parts replacement and remote installation through our engineering department. It also includes 1 year of help desk assistance.

I look forward to reviewing the proposal with you and to answer any questions you may have.

Respectfully Submitted,

Tom Lewis

Tom Lewis, Video Sales Specialist
203-479-3506, tlewis@e-idsolutions.com

1: Our Proposed Solution

The IDSolutions team is pleased to present the following solution based on our understanding of your requirements. You will provide our U-verse PEG device with a signal in order to transmit the content to AT&T's U-verse network. This transmission will be carried over IP so we will require a connection to the Internet.

Project Overview

Streaming Appliance – Cisco AS-3005 Encoder:

IDSolutions (IDS) will provide one (1) WM Encoder appliances by Cisco. This system will be interfaced to your existing audio/video equipment and provide the necessary WM stream to the AT&T U-verse network. This appliance produces progressive format video and allows calendar-based scheduling. The encoder appliance will be pre-configured with the necessary AT&T U-verse settings to create a plug-and-play installation once the audio, video, network and power is connected.



New Equipment provided

As part of the PVDS project the IDSolutions team will install the following major audio/visual components:

- (1) Cisco AS-3005 Video Encoder Appliance

New Managed Services provided

No managed services are included in this proposal.

Existing Equipment

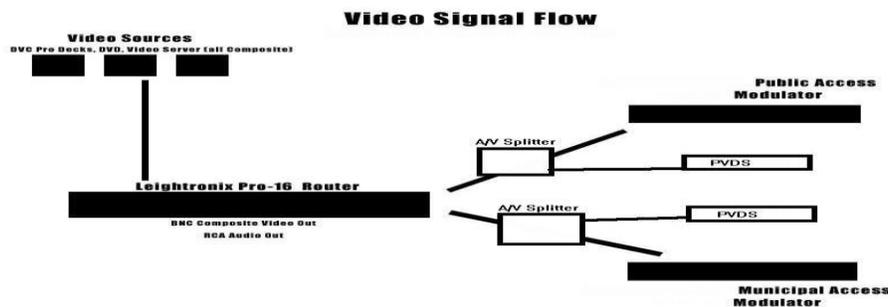
Based on previous discussions we will leverage your existing audio and video feeds from your Brighteye.

Control Configuration

All control will be performed through the Cisco interface and is generally only necessary for initial setup and configuration.

Audio/Video Methodology

Typically audio inputs will be RCA connections and video can be either composite or S-Video. It is suggested that an active A/V splitter be used when splitting a signal so that your existing audio/video signal is properly amplified with minimal degradation prior to entering the PVDS. A typical setup is shown below:



Required Cabling and Encoder Mounting**PEG/UVerse Installation Customer Requirements**
City of Deltona 05/28/14

- 1) Ship to Address for Encoder:
2345 Providence Boulevard, Deltona FL 32725
- 2) Installation Address for Encoder: (If different than Ship To Address)
Same as above
- 3) Encoder Requested/being provided:
 - Cisco AS3005

Note: Cisco appliances are 1ru AND have ears for rack mounting.

- 4) What is the audio/video source to the encoder (device that will provide the physical a/v handoff to the encoder)?
 - Mfg:
 - Model:
 - BrightEye 33 Analog Audio DA
 - BrightEye 41 Analog Video/AES/Tri-level sync DA
- 5) Format and connector of video handoff:
 - Composite/BNC?
 - Composite/RCA?
 - Other, SDI?
- 6) Audio handoff:
 - Mono/Stereo?
 - Dual Channel Mono
 - Balanced/Unbalanced?
 - Bare wire connection / balanced cable. RCA/XLR/3.5mm/Other?
 - Bare Wire
- 7) Carrier providing the circuit:
 - ATT?
 - Other most likely: City to determine and be responsible for internet circuit
- 8) What is the status of the circuit:
 - Installed?
 - To be installed once determination is made to move forward.
 - Live? Not yet.
 - If not installed, timeframe until installation?
 - City to work with ID Solutions on appropriate time frame.
- 9) Logical placement of encoder on network:
 - Public outside FW?
 - Open c circuit with Public IP as requested

Video Solutions Proposal

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- Private NAT to public?
- N/A

10) IDSolutions will provide Remote Installation

Acceptable

11) Is your organization Tax Exempt? (If Yes, Tax Exempt form will be required.)

Tax Exempt ID# 85-8012678483C-0

Additional notes:

- 1) Encoder typically resides near the audio/video source, which may not be near the circuit demarcation point.

Acceptable and available

- 2) A network drop and power is required within 6ft of the encoder.

Acceptable and available

- 3) Audio/Video connections are required within 6ft of the encoder.

Acceptable and available

- 4) Note: IDSolutions will require IP information to preconfigure the appliance

Acceptable and available

Installation

IDS will provide remote installation through our engineering department. Continued post-installation remote assistance will be provided through our help desk and toll free number. Additional on-site installation assistance is available at a separate per hour rate to be agreed upon by IDS and customer.

Network Requirements

Network connectivity to the Internet (and ultimately the U-verse network) is a customer responsibility. If this connectivity is being provided by AT&T then it can be guaranteed to work with our PVDS equipment. If the Internet connectivity is provided by another carrier we will do our best to ensure operation. If bandwidth or network issues do occur it will be the customer's responsibility to correct these issues with the carrier providing the service.

A stable connection (no packet loss) with at least 1.544 Mbps of bandwidth to the Internet is required for streaming connectivity to the U-verse network. IDSolutions will also require remote access to network in order to make revisions and troubleshoot any system issues.

Customer to provide IDSolutions with the IP information for the encoder.

Ongoing Maintenance, Warranty, and Help Desk

IDS will provide a 1 year Warranty on all parts with parts replacement. This includes 8-8 EST Help Desk Support and Manufacturer's Warranty. If an issue occurs, IDSolutions will troubleshoot remotely. If issue cannot be resolved remotely, affected part will be shipped to IDSolutions and returned to manufacturer if necessary.

Optional: Multi-year maintenance, warranty and help desk contracts are available.

See Notes Section at bottom of quote.

Customer Orientation

Equipment orientation will occur at the completion of installation by the supporting engineer assisting with remote installation. Normal orientation is intended to familiarize an administrator and/or end user in the functionality of the system and for any questions pertaining to the operation of the equipment. As mentioned previously the PVDS equipment requires minimal user intervention once installed and operational.

Deadlines

We will work with you to help ensure that any date requirements are met and will notify you regarding any factors (customer and IDSolutions related) that may impact this date.

Video Solutions Proposal

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2: Equipment, Installation, Service and Maintenance Costs

The following cost proposals were created based on the proposed solution. Total cost for all components, installation, training and support for the project as defined in this document is:

Proposal For
City Of Deltona
PEG-AS3005
 Tuesday, August 05, 2014



Equipment and Services

Equipment

Part Number	Qty	Description	Unit Price	Total Price
IDS-AS3005	1	AS3005 Cisco Media Processor	\$6,196.90	\$6,196.90
				\$6,196.90

Services

Part Number	Qty	Description	Unit Price	Total Price
ID-Gold-1	1	Gold warranty package including; - 1 Year(s) Coverage of - IDCare Helpdesk Support (8A-8P EST M-F) - IDCare Software Updates - IDCare Time and Materials On-Site Service - IDCare Warranty	\$1,113.33	\$1,113.33
ID-PM	1	Installation, Project Management, Engineering, Programming	\$446.73	\$446.73

\$1,560.05

Grand Total w/o Optional Items and w/o Shipping: \$7,756.95**Your Regional Sales Director Is**

Tom Lewis
 505 Ocean Avenue

Shipping: \$40.00**Grand Total w/o Optional Items: \$7,796.95**

West Haven, CT

Proposal #: 1017-080414-2

Tuesday, August 05, 2014

Page 1 of 2

Video Solutions Proposal

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Note 1: Proposal valid for 30 days
Note 2: 2 yr warranty cost for solution: \$2,095
Note 3: 3 yr warranty cost for solution: \$3,195

Proposal #: 1017-080414-2

Tuesday, August 05, 2014

Page 2 of 2

3: IDSolutions Introduction

IDSolutions is a global visual communications solutions provider dedicated to delivering customers complete solutions for video conferencing, streaming video, digital signage and telepresence. At **IDSolutions** we are focused **purely on visual communications technologies** built around industry leading manufacturers of video over IP products. Our Solutions and Services include:

- Telepresence, Desktop and High Definition Videoconferencing
- Video Streaming/Video On Demand, Video Distribution and Webcasting
- IP Video Surveillance and Digital Signage
- Multimedia Room Integration
- Design/Consulting, Professional Training and Support Services
- Managed Services

The services provided by **IDSolutions** encompass the entire video solution process. It begins by working with our clients to educate them about visual communications solutions, implementing those solutions that fit our customer's needs, all the way through maintenance and ongoing service support.

We are committed to our customers and to providing a cost efficient highly effective solution which exceeds the current services by providing innovative enhanced services. Below are the highlights of the key services that the **IDSolutions** team provides our visual communications customers:

Equipment Integrations and Design: Through partnerships with the industry's leading video communications equipment manufacturers, such as Vidyo, LifeSize, Tandberg, Polycom, Sony, Radvision, Codian, VBrick, Accordent, LG, and AMX as examples. The **IDSolutions** engineering team is able to create solutions repeatable solutions for our customers as well as custom solutions for customers with unique requirements.

- **Professional Services:** To meet our commitment of ensuring successful interactive communications and to maximize our client's investment, **IDSolutions** provides a broad portfolio of value-added services including: Training and Consulting, Content Identification and Grant Services. **IDS Professional Services** are geared toward helping our clients excel in this environment while letting them stand as leaders in the implementation of Visual Communications.
- **Managed Services:** In order to provide a complete Visual Communication Solutions to **IDSolution's** customers it may require more than state of the art technology, implementation and maintenance services. In many case it may require advanced proactive management solutions or hosted Video-On-Demand, Video Reflector or Conferencing services. This service may include on site support, offsite support or combination of the two to meet the customer goals and objectives of their video communications services. It also provides the ability leverage IP connectivity provided by **IDSolutions**.
- **Implementation Services:** **IDSolutions** implementation services include, Project Management, Mockup/Staging, Pre-Configuration, Remote Installation Support and Onsite Installation support.

Video Solutions Proposal

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- **Maintenance Services:** IDSolutions maintenance support services provides solutions to maximize the effectiveness of the visual communications solutions for our customers as visual communication becomes a more vital piece of day to day business.

4: Our Process: What You Can Expect From Us

Your Sales, Engineering and Project Management team are dedicated to your project to ensure your project progress is smooth and completed as quickly as possible without sacrificing quality or functionality. Our Sales and Engineering professionals average more than 10 years in the communications industry to ensure the design of your solution is without compromise and uses only high quality professional products and accessories.

A Project Manager and Solution Engineer will be assigned to guide you from the initial project kickoff call through implementation and ensure a clean hand-off to our Network Operations Center help desk team for any post-installation questions and assistance.

Our mission statement:

IDSolutions delivers exceptional value to customers by providing comprehensive communication solutions

Our ability to deliver upon our mission statement is greatly attributed to educating our customers on our internal process to ensure we are working together in unison to successfully launch, implement and support your project. To help you better understand our internal process we have created a "15 Steps to Success" process:

1. Consultation: appointment/demonstration with customer. Conduct a needs assessment and discuss potential applications.
2. Design: sales and engineering teams work together to design an appropriate solution and deliver a comprehensive proposal to the customer.
3. Commitment: the customer and IDSolutions agree to terms and conditions for said proposal and a purchase order (PO) is received by IDSolutions.
4. SOW: the IDSolutions sales team develops a preliminary overview to finalize Scope of Work (SOW).
5. Credit: the IDSolutions sales team works with customer to obtain necessary credit information and completion of said paperwork that is submitted to the IDSolutions project management team.
6. Kickoff: the IDSolutions team holds a kick off conference call with the customer to review project expectations and to ensure the accuracy of the Statement of Work. The IDSolutions team and customer will define and agree on action items for both IDSolutions and the customer along with target timeframes, logistics and overall process flow.
7. Procurement: the IDSolutions project management team will order necessary equipment, identify and schedule required resources while preparing for the mock-up and staging of project components.

Video Solutions Proposal

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8. Customer Correspondence: the IDSolutions project manager assigned to the project will send project update emails to both the customer and the internal team on a bi-weekly basis to ensure communication consistency and to help keep project on track.
9. Staging and Mock-up: the required equipment arrives at IDSolutions and is staged and/or mocked up by the engineering team to ensure proper fit and finish while helping to minimize on-site installation difficulties.
10. Installation Scheduling: the project manager will confirm customer availability and readiness for installation so that travel can be arranged, equipment can be shipped and installation scheduling can be finalized.
11. Installation and Orientation: a factory trained engineer will remotely coordinate installation at customer site. Upon completion of installation an equipment orientation will be remotely conducted by the engineer where the customer is familiarized with the solution.
12. Project Sign-off: upon successful installation and orientation the customer will formally sign-off on the project.
13. Maintenance Review: the IDSolutions sales team lead will contact the customer to review the IDSolutions maintenance initiation contract including the terms and conditions of coverage along with both start and end dates. The Network Operations Center help desk team will be introduced to the customer to assist with post-installation inquiries and assistance
14. Satisfaction Survey: the IDSolutions sales team lead will review the customer satisfaction questionnaire with customer and establish a submission date for completion. *(See Satisfaction questionnaire at the end of this document)*
15. Constant Contact Policy: the IDSolutions sales team lead is responsible to ensure that the customer satisfaction continues long after the completion of the install by initiating quarterly communication to inform customer of updates, new offerings and to ensure on-going overall satisfaction.

Video Solutions Proposal

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5: Satisfaction Assurance and Questionnaire

We are confident that the solution we have proposed will deliver on your expectations and we appreciate the opportunity to prove ourselves and earn your trust as a business partner. The following questionnaire was developed to ensure we are achieving our mission statement and delivering exceptional value to you by providing a comprehensive video solution. Upon successful completion of the project a sales associate will be following up with you to ensure we have met our objectives and more importantly, *yours*.

Sincerely,

Pat Cassella
Vice President of Marketing, IDSolutions

IDSolutions Customer Satisfaction Questionnaire

Customer _____ Date _____

1. Would you recommend IDSolutions?

Yes No

2. Would you do business with IDSolutions again?

Yes No



Data Sheet

Cisco Encoders for AT&T U-Verse

In these challenging times it is more important than ever for local governments to connect with their constituents—and local governments are rising to the challenge by offering more and better ways to communicate. In opening up these channels of communication, government entities also understand the responsibility to deliver a quality solution. Delivering quality video streaming requires optimum video quality; robust, 24x7 operation; and flexible, scalable solutions that can be upgraded to support future requirements. Whether you are publishing a stream to your local IPTV provider or broadcasting over the web, a robust, easy-to-use appliance that delivers great quality video at an affordable price is the ideal solution.

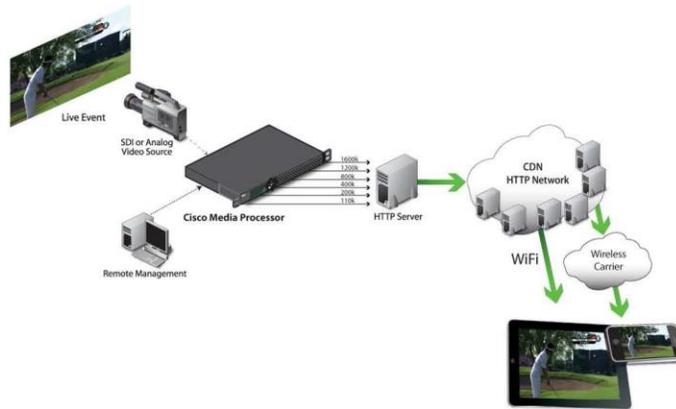
The Cisco® Media Processor Family of live streaming encoders delivers best-in-class quality for live video streaming applications, whether through an IPTV solution such as AT&T's U-verse, Internet streaming using Windows Media technologies, or streaming directly to content delivery networks (CDNs) to allow broad, scalable distribution.

The Cisco Media Processors provide highly efficient device management through local, web, and Simple Network Management Protocol (SNMP) interfaces. Based on the Cisco patent-pending technology platform, the core encoding software of the processors supports multiple streams at various bit rates for an optimized end-user experience, and alerts that pinpoint errors quickly, increasing the reliability of live broadcasts. Cisco Media Processors are also robust enough for 24x7 streaming.

The Cisco AS3005 Series Media Processor (Cisco AS3005) was built to AT&T's requirements and is the only live streaming encoder that has passed AT&T's stringent lab testing for U-verse deployments. Although other encoders may advertise that they are compatible with AT&T's U-verse system, only the Cisco AS3005 has been certified by AT&T labs. When AT&T installs managed public, educational, and governmental (PEG) solutions, AT&T uses the Cisco AS3005 as the standard.

Revolutionize Your PEG Programming with Cisco AS3005 Series Media Processors

- Give your community increased access to your content; the Cisco AS3005 lets you stream to your IPTV provider and to your website—and you can set it up in minutes.
- Share meetings, community events, classes, and emergency information quickly and easily; built-in presets make it simple for anyone on your staff to start streaming content.
- Get award-winning quality and professional, reliable results in an affordable solution.
- Stream in the right aspect ratio and resolution—you will have no more square video streams.



Why Cisco AS3005?

- It is the only live streaming encoder certified by AT&T for use in U-verse for PEG.
- Give the Cisco AS3005 power, a video source, and an Ethernet connection and you are ready to stream in minutes. The Cisco AS3005 also comes with built-in authentication to the most popular CDNs for true ready-to-use functions.
- The easy-to-use Cisco AS3005 web-based user interface provides everything you need to set up your jobs.
- With Cisco AS3005 calendar-based scheduling, you can set up events—even recurring events—in advance, and let the processor do the rest.
- With the Cisco AS3005, you get 24-hour reliability. This hardened, dedicated encoding appliance has high-grade components. Alarms and management systems help operators rapidly resolve any problems that may arise.
- As a network appliance, the Cisco AS3005 is designed to be used remotely, in fleets, or locally to give a reliable, high-quality experience.

Features of Cisco AS3005

If you need a live streaming encoder for a PEG implementation, the Cisco AS3005 Series Media Processors support:

- Windows Media Video 9 VC-1 Main and Advanced profiles
- Video bandwidth: 1.25 to 1.4 Mbps
- Input video format: NTSC
- Frame rate: 30 or 29.97 frames per second (fps)
- Scanning type: Noninterlaced
- Key frame distance: 4 seconds
- Buffer size: 2 seconds

Video Solutions Proposal

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- Output resolution: 480 x 480 (and the Cisco AS3005 Series tells the player to display at 640 x 480, so you will not have a square picture)
- Captioning: Open and closed captions
- Audio encoding format: Windows Media Audio (WMA)
- Audio streaming, including support for second audio program (SAP)
- Audio bandwidth: 96 kbps
- Audio sample rate: 48 kHz
- Streaming protocol: HTTP
- Streaming mode: Constant bit rate (CBR)
- Streaming format: Unicast
- Addressing: Public IP address
- Output: ASF network pull
- Input physical connection: Component, composite, S-Video, and standard definition (SD)

Table 1. Cisco AS3005 Series Media Processor Specifications

Inputs	
Video	<ul style="list-style-type: none"> • SD • NTSC and PAL • SD-SDI (BNC): SMPTE 259M • Composite (through one locking BNC) • Component (through three locking BNCs) • S-Video (through two locking BNCs)
Audio	<ul style="list-style-type: none"> • Three stereo pairs over system diagnostic interface (SDI) embedded (BNC) • Stereo balanced audio (through two locking XLR connectors) • Advanced Encryption Standard (AES) and stereo through locking XLR
Codecs	
VC-1	<ul style="list-style-type: none"> • Windows Media 9 (WMV3): Simple and Main profiles • VC-1 (WVC1): Simple, Main, and Advanced profiles • Windows Media Audio • Windows Media Audio Professional (Cisco AS3005 only) • AC3 pass-through in transport stream
Output	
IP Stream	<ul style="list-style-type: none"> • VC-1: ASF stream over TCP or User Datagram Protocol (UDP) • VC-1: Push or Pull mode from encoder • VC-1: MPEG-2 transport stream over TCP or UDP (Cisco AS3005 only)
Local Archive	<ul style="list-style-type: none"> • VC-1 and Windows Media ASF file (.wmv) • VC-1 Advanced profile: MPEG-2 transport (Cisco AS3005 only)
Control	<ul style="list-style-type: none"> • Remote web-based GUI • LCD front panel • Customizable encoding templates • Local user interface • SNMP

Video Solutions Proposal

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Processing	
Preprocessing	<ul style="list-style-type: none"> • Scaling • Cropping • De-interlacing • Inverse telecine • Adaptive image filtering
Encoding	<ul style="list-style-type: none"> • Adaptive group of pictures (GOP) • Closed captioning through SAMI and user data • Capabilities exchange answer (CEA) 608 and 708 translation • Interlaced and progressive modes • Dynamic complexity balancing
Certifications	
Safety	<ul style="list-style-type: none"> • UL 60950-1:2003 • CAN/CSA – C22.2 no. 60950-1-03
EMC	<ul style="list-style-type: none"> • FCC (CFR 47, Part 15) Class A • CE marking
Physical and Power	<p>Dimensions (H x W x D): 1.72 x 17.0 x 18.21 in. (4.37 x 43.18 x 46.25 cm) (Cisco AS3005)</p> <p>Power: 100–240 VAC full range, 160W</p> <p>Connectivity:</p> <ul style="list-style-type: none"> • Two 10/100/1000BASE-T Ethernet • One 10/100BASE-T Ethernet <p>Ambient temperature:</p> <ul style="list-style-type: none"> • Operating temperature: 32 to 122°F (0 to 50°C) • Nonoperating (storage): 14 to 140°F (–10 to 60°C) <p>Relative humidity: Nonoperating: <95% noncondensing</p>



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

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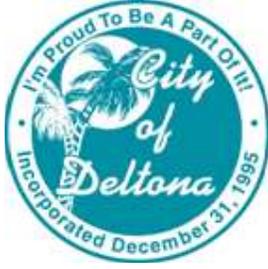
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AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 10 - B
SUBJECT: Request for approval of Mr. Baker's proposed Acting City Manager employment agreement.

LOCATION:	N/A
BACKGROUND:	At the Commission Meeting held on July 21, 2014 the Commission approved the appointment of Dale A. Baker as Acting City Manager and for the City Manager and City Attorney to negotiate a contract with Mr. Baker.
ORIGINATING DEPARTMENT:	Deputy City Manager
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney
STAFF RECOMMENDATION PRESENTED BY:	William D. Denny, City Manager - That the City Commission approves the Acting City Manager employment agreement as presented or with the following changes ____.
POTENTIAL MOTION:	"I move to approve the Acting City Manager employment agreement as presented." or "I move to approve the Acting City Manager employment agreement with the following changes ____."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Acting City Manager's Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Employment Agreement”) is made and entered into this ___ day of August, 2014, to become effective on September 1, 2014, by and between the City of Deltona, Florida, a Florida municipal corporation (“City”), and Dale A. Baker, (“Baker”).

WHEREAS, the City Commission approved Baker’s appointment as Acting City Manager at the City Commission meeting on July 21, 2014;

WHEREAS, the City Commission approved Baker’s proposal of this agreement at the City Commission meeting on August 18, 2014;

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

1. The above recitations are true and correct.
2. Baker shall become the Acting City Manager on September 1, 2014, to serve at the pleasure of the City Commission until a permanent City Manager is hired, under the terms of this agreement.
3. During his tenure as Acting City Manager, Baker shall receive a \$2,000.00 per month pay increase over the pay he is currently receiving as the Deputy City Manager / Building and Enforcement Services Director.
4. Baker shall continue to accrue sick and vacation time at his existing rate.
5. The existing caps on Baker’s sick and vacation time shall be removed because, due to work load, Baker is currently unable to take vacation.
6. Upon leaving the City by retirement, resignation, or termination Baker will be paid for all accrued and unused sick and vacation time.
7. If the City Commission is not satisfied with Baker’s performance as Acting City Manager, Baker will be allowed to return to his current duties as Deputy City Manager / Building and Enforcement Services Director. In that event, Baker’s pay would be reduced to his salary as of the effective date of this Agreement, plus any raises, if any, given to the general employees.
8. When a permanent full time City Manager is hired, Baker shall be allowed to return to his duties as Deputy City Manager / Building and Enforcement Services Director. At that time, Baker’s pay would be reduced to his salary just prior to his becoming Acting City Manager, plus any raises, if any, given to the general employees. In addition, Baker shall be permitted to retain his ability to accrue vacation and sick leave without caps and to be

paid all accrued and unused vacation and sick time upon his retirement, resignation or termination from the City. This section shall survive the termination or expiration of this Employment Agreement.

IN WITNESS HEREOF, the Mayor and City Clerk of the City of Deltona, Florida have caused this Employment Agreement to be executed on behalf of said City, and Dale Baker has signed and executed this Employment Agreement, the day and year first above written.

Attest:

CITY OF DELTONA, FLORIDA

By: _____
Joyce Raftery, City Clerk

By: _____
John C. Masiarczyk, Mayor

Dale A. Baker

Approve as to form and legality

Gretchen R.H. Vose, City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 10 - C
SUBJECT: Request for approval to piggyback Clay County Agreement/Contract #11/12-77 for the contract with Community Champions Corporation, f/k/a Federal Property Registration Corp.

LOCATION:

N/A

BACKGROUND:

The City Commission recently adopted the Deltona Anti-blight ordinance (Ord. # 12-2014) which requires certain mortgagees foreclosing properties in Deltona to register with the city, pay a fee, and provide certain specified information. Community Champions Corporation, (formerly known as Federal Property Registration Corp.), is a Florida corporation based in Brevard County that provides these sorts of services to numerous counties and cities throughout Florida and in other states. Their services would also permit the city staff access to their data base for purposes of having direct contact with mortgagees to report code violations on properties in foreclosure and demanding that code violations be corrected. Deltona would be piggy-backing on the Clay County, Florida contract that was competitively bid and has been renewed by Clay County.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Building and Enforcement Services Director, Finance Director, City Attorney, City Manager

STAFF RECOMMENDATION PRESENTED BY:

Becky Vose, City Attorney – Recommendation is being made to piggyback Clay County Agreement/ Contract #11/12-77 with Federal Property Registration Corp., now known as Community Champions Corporation, for the

registration services required under the Deltona Anti-Blight Ordinance.

**POTENTIAL
MOTION:**

“I move to approve piggybacking Clay County’s Agreement/Contract #11/12-77 with Federal Property Registration Corp., now known as Community Champions Corporation, for the registration services required under the Deltona Anti-Blight Ordinance.”

**AGENDA ITEM
APPROVED BY:**

William D. Denny, City Manager

ATTACHMENTS:

- Agreement between Community Champions Corp. and City
- Clay County Agreement/Contract #11/12-77 Registry of Vacant/Abandoned Property
- Second Renewal and Extension of Clay County Agreement/Contract #11/12-77
- Ordinance No. 12-2014
- Name Change from Florida Secretary of State

**AGREEMENT FOR REGISTRY OF PROPERTIES
UNDER DELTONA ANTI-BLIGHT ORDINANCE
(Piggy-back on Clay County, Florida agreement)**

THIS AGREEMENT is made and entered into between the City of Deltona, a Florida municipal corporation, (“City”) and Community Champions Corporation, formerly known as Federal Property Registration Corp., a Florida corporation, (“Company”).

WHEREAS, Clay County, Florida, hereinafter referred to as the “County” entered into an agreement for registration of properties with Company on March 13, 2012 after soliciting such services through an RFP procedure (copy attached as Exhibit “A”); and

WHEREAS, County renewed and extended such agreement on February 25, 2014 (copy attached as Exhibit “B”); and

WHEREAS, the City desires to receive services like those provided to County by Company by piggybacking on such County agreement; and

WHEREAS, Company has agreed to allow the City to piggy-back onto the agreement between the County and the Company; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions herein contained, the City and the Company agree as follows:

1. The Company shall perform all work in accordance with the stipulations agreed to under the attached agreement between the Clay County and the Company, except that same shall be performed in accordance with and based upon City of Deltona Ordinance No. 12-2014, (copy attached as Exhibit “C”), rather than the Clay County ordinance referenced in the Clay County agreement.

2. The agreement will be for a term of two years beginning on August 20, 2014, with options to extend for additional one year terms at the mutual consent of the parties.

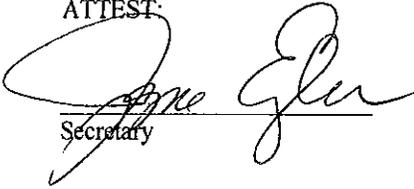
3. Community Champions will collect all registration fees and remit the balance of the fees (less the fees to Community Champions as outlined in paragraph 3 of the Clay County agreement) to the City of Deltona on a monthly basis.

4. Authorized city staff shall be permitted access to Community Champion’s Deltona data base for purposes of contacting mortgagees and informing them of code violations.

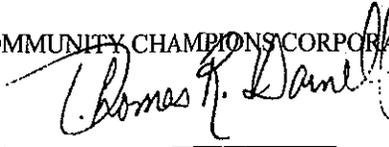
5. The effective date of this Agreement shall be August 20, 2014.

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, approved and executed this Agreement as of the date set forth below.

ATTEST:


Secretary

COMMUNITY CHAMPIONS CORPORATION



President

Date

8/11/2014

ATTEST:

CITY OF DELTONA

JOYCE RAFTERY
City Clerk

WILLIAM "DAVE" DENNY
City Manager

Date

Approved as to Form and Legality for the use
and reliance of City of Deltona only:

GRETCHEN R.H. VOSE
City Attorney

CLAY COUNTY AGREEMENT/CONTRACT #11/12- 77
REGISTRY OF VACANT/ABANDONED PROPERTY

THIS AGREEMENT entered into this 13th day of March, 2012, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board") and FEDERAL PROPERTY REGISTRATION CORP. (hereinafter referred to as "FPRC"), whose address is 6767 North Wickham Road, Suite 400, Melbourne, Florida 32940.

RECITALS

WHEREAS, properties that become vacant and abandoned due to foreclosure can be a detriment to residents who live in close proximity and to the County as a whole. Abandoned properties suffer from lack of maintenance and become neglected while going through the foreclosure process thus creating degrading appearances to the neighborhoods and diminishing the County's overall image as an attractive and inviting community; and,

WHEREAS, the County did solicit services through a Request for Proposal (RFP) for a qualified licensed firm that has unique expertise and experience developing and implementing a user friendly system to register and track vacant and abandoned properties in accordance with Clay County Ordinance 2011-30; and,

WHEREAS, FPRC is a qualified and licensed firm with the expertise and experience to perform the real property registry and fee collection program services as described in the Scope of Services outlined in RFP No. 11/12-4, which is incorporated herein and made a part hereof by reference; and,

WHEREAS, the County and FPRC desire to enter into an agreement to implement a real property registry and fee collection program.

WITNESSETH

IN CONSIDERATION of the mutual covenants and promises set forth herein, the parties hereby agree:

1. FPRC shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of the County's adopted Ordinance 2011-30 and shall include, but not be limited to, the following items:
 - a. Identify vacant/abandoned properties within the County, and the mortgagee that holds a mortgage on the real property that is declared to be in default.

- b. Notify mortgage holder of its requirement to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares its mortgage to be in default, pursuant to Ordinance 2011-30.
 - c. Provide mortgage holder detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
 - d. Train and provide support with the responsible person for the lender to electronically register the information.
 - e. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgage holders the opportunity to go on-line and register vacant/abandoned properties as required by Ordinance 2011-30.
 - f. Provide the County free access to, and training on, the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the County.
 - g. Include in the web-based electronic registry system, at no cost to the County, any properties that have been registered with the County prior to the commencement of any Vendor services hereunder.
 - h. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.
 - i. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance as well as those that have not met their financial obligations.
 - j. Provide financial reports reasonably requested by the County.
2. The initial term of this agreement shall be from March 13, 2012, through March 12, 2013, and the County will have the option to extend such agreement for two additional on-year periods upon satisfactory performance by the consultant.
 3. The County agrees that FPRC shall receive compensation for their services in the following manner:

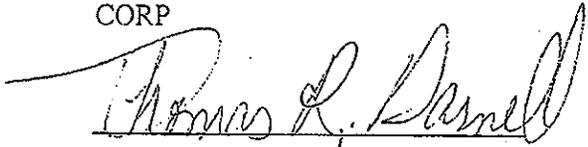
Charges will be based on the collection of the registration fee of a flat \$75.00 or 50% of the registration fee (whichever is greater), but not to exceed \$100.00 per collected registration fee based on its performance of all services defined in the scope of services further contained, described, and set forth in Proposal No. RFP No. 11/12-4, Registry of Vacant/Abandoned

Property. FPRC will not charge any start-up fees nor are any additional fees assessed outside of what is collected through the registration process.

- 4. Any payments from Clay County to FPRC will be made within (45) forty-five days of receipt of a proper invoice from FPRC, in accordance with the Local Government Prompt Payment Act.
- 5. Clay County Standard Addendum to All Contracts is attached and made a part hereof.

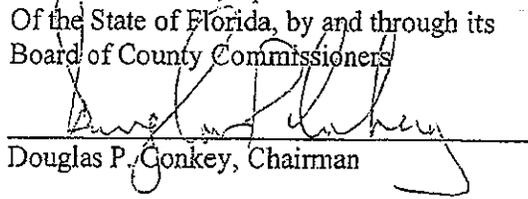
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

FEDERAL PROPERTY REGISTRATION
CORP



Date: 2/29/12

CLAY COUNTY, a political subdivision
Of the State of Florida, by and through its
Board of County Commissioners



Douglas P. Conkey, Chairman
Date: march 13, 2012

ATTEST:



S. C. Kopelousos, County Manager and
Clerk of the Board

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

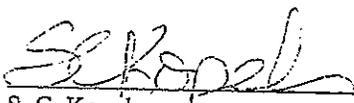
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

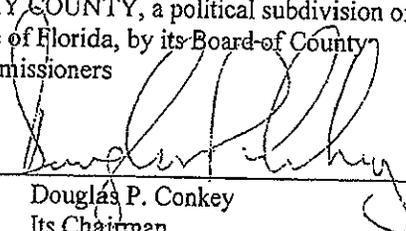
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

COUNTY:

ATTEST FOR CLAY COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners


S. C. Kopelousos
County Manager and Clerk of the Board of County Commissioners

By: 
Douglas P. Conkey
Its Chairman

CONTRACTOR:

(Corporate Seal)

By: 
Its VICE President

**SECOND RENEWAL AND EXTENSION OF
CLAY COUNTY AGREEMENT/CONTRACT #11/12-77**

THIS SECOND RENEWAL TO AGREEMENT #11/12-77 entered into this 25th day of February, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), and FEDERAL PROPERTY REGISTRATION CORP. (hereinafter referred to as the primary "CONTRACTOR"), whose address is 6767 North Wickham Road, Suite 400, Melbourne, Florida 32940.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated March 13, 2012, designated by the COUNTY as Agreement 11/12-77, (hereinafter referred to as the "AGREEMENT"), a copy of which, along with Exhibits and Attachments, is attached hereto and incorporated herein, whereby CONTRACTOR agrees to implement a user friendly system to register and track vacant and abandoned properties in accordance with Section 2-118, Clay County Code, as amended from time to time; and

WHEREAS, the CONTRACTOR is qualified to provide professional services in the field of vacant and abandoned property registration; and

WHEREAS, the AGREEMENT provided that upon completion of the initial 24-month term as stated in Section 2, the COUNTY shall have the option to renew the AGREEMENT for an additional two (2) 1-year periods.

WHEREAS, the COUNTY wishes to exercise its option to renew the AGREEMENT for a second (1) one year period; and the CONTRACTOR has stated that it wishes to extend the current contract and the contract prices for an additional year.

WITNESSETH

IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:

1. The AGREEMENT is renewed for a period commencing March 14, 2014, and continuing through March 14, 2015 (the "Renewal Period"), and all of the terms and conditions set forth in the AGREEMENT shall be in effect throughout the Renewal Period.

2. In all other respects, the original terms and conditions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

FEDERAL PROPERTY REGISTRATION
CORP

CLAY COUNTY, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

Thomas R. Krull

Diane Hutchings
Wendell D. Davis, Chairman / Diane Hutchings Vice Ch.

Date: 3/11/14

Date: 2/25/14

ATTEST:

S. C. Kopelousos
S. C. Kopelousos, County Manager and
Clerk of the Board

ORDINANCE NO. 12- 2014

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER 37, "DELTONA ANTI-BLIGHT ORDINANCE"; PROVIDING AUTHORITY, PURPOSE, INTENT, FINDINGS, AND DEFINITIONS; REQUIRING REGISTRATION OF DISTRESSED PROPERTIES, MAINTENANCE AND SECURITY; REQUIRING FULL UTILITIES FOR OCCUPANCY; DECLARING A PUBLIC NUISANCE; PROVIDING FOR A CIVIL FINE; PROVIDING FOR NO CONTINUING OBLIGATION OR LIABILITY ON CITY; PROVIDING PENALTY FOR OBSTRUCTING AN ENFORCEMENT OFFICER; PROVIDING IMMUNITY FOR ENFORCEMENT OFFICER; PROVIDING FOR ISSUANCE OF BUILDING PERMITS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

SECTION 1. Chapter 37, "Deltona Anti-Blight Ordinance," is added to the Code of Ordinances of the City of Deltona to read as follows:

Sec. 37-1. Short title

This article shall be known and may be cited as the "Deltona Anti-Blight Ordinance".

Sec. 36-2. Authority

This ordinance is enacted under the city's home rule powers under Florida Statutes, Chapter 166, and is supplemental and cumulative to the city's powers under Florida Statutes, Chapter 162. The city's special magistrate shall have the power to adjudicate matters under this ordinance.

Sec. 37-3. Purpose, intent and finding

It is the purpose and intent of this ordinance to establish a process to address the deterioration and blight of city neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the city, and to identify, regulate, limit and reduce the number of abandoned properties located within the city. It is the city's further intent to establish a registration program as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties. The

city finds that mortgagees that have liens on real property situated in the city own significant equitable property interests in the city, and there is a reasonable relationship (rational nexus) between certain actions of such mortgagees and the welfare of the city and its residents.

Sec. 37-4. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Applicable codes includes, but is not be limited to, the city's land use regulations, the city's Code of Ordinances ("City Code"), the Florida Building Code, and the International Property Maintenance Code.

Blighted property means:

- (1) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or
- (2) Properties that are accessible through a comprised/breached gate, fence, wall, window, door, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons; or
- (3) Properties cited for a public nuisance pursuant to the City Code; or
- (4) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lack maintenance as required by the applicable codes;
- (5) Properties that are inhabited, but do not have active water and electric service accounts through local utility service providers; or
- (6) Properties that have roof tarps or boarded windows or doors for a period in excess of sixty (60) days.

Distressed real property means any real property located in the city that i) has had a lis pendens filed against it by the mortgagee or is subject to an ongoing foreclosure action by the mortgagee, or the mortgage has been declared to be in default; or ii) is subject to an application for a tax deed or pending tax assessor's lien sale; or iii) has been transferred to the mortgagee under a deed in lieu of foreclosure; or iv) has been the subject of a foreclosure sale where title is retained by the mortgagee or related party. The designation of a property as "distressed" shall remain in place until such time as the property has been sold or transferred

to a new owner, and any foreclosure action has been dismissed and the borrower is no longer in default. Until the mortgage or lien on the property in question is satisfied, or legally discharged, and the mortgagee is no longer pursuing foreclosure, the filing of a dismissal of lis pendens and/or summary final judgment and/or certificate of title, voluntary or otherwise, does not exempt any mortgagee, or lien holder who initiated foreclosure proceedings, from all the requirements of this article as long as the borrower is in default.

Enforcement officer means any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the city to enforce the applicable codes.

Evidence of vacancy means any condition, on its own or combined with other conditions present, which would lead a reasonable person to believe the property is vacant. Such conditions may include, but are not limited to lack of habitation by persons, uncollected mail, lack of furniture, lack of cars in the driveway, accumulation of newspapers, circulars, flyers or notices on the property, and/or lack of active water and/or electric service.

Mortgagee means any person or entity that has a lien on real property that has the contractual right, upon the mortgagor's failure to perform the covenants and agreements contained in security instruments and/or promissory note, to enter upon such real property to secure and repair such property.

Mortgage servicer means a company to which borrowers pay their mortgage loan payments and which performs other services in connection with mortgages and mortgage-backed securities. Under this ordinance, a mortgage servicer as to a particular mortgage is jointly and severally liable to perform the duties of, and be subject to the liabilities of, a mortgagee as to that particular mortgage.

Property management company means a property manager, property maintenance company or similar entity responsible for the maintenance of distressed real property which is located within Volusia County or within 35 miles from the closest city limit of the City of Deltona.

Temporary emergency security measures mean the boarding of windows and/or doors, to temporarily secure a property pending the permanent repair of the property, which temporary measures shall not remain in place for longer than thirty (30) days.

Vacant means any building or structure that is not legally occupied.

Sec. 37-5. Establishment of a registry

Pursuant to the provisions of the following section, the city shall establish a registry cataloging each distressed property within the city, containing the information required by this ordinance.

Sec. 37-6. Registration of distressed real property

(a) Any mortgagee as to any distressed real property located within the City of Deltona shall, within ten (10) days of the property becoming distressed, as defined herein, perform an exterior inspection of the distressed real property. The mortgagee shall also, no later than ten (10) days after the exterior inspection, or ten (10) days after filing any foreclosure documents in circuit court, whichever comes first, register the property with city code enforcement, or its designee, in the manner designated by resolution by the city, and indicate whether the property has evidence of vacancy or is blighted, all as provided herein.

(b) Mortgagees that have pending foreclosure actions, or are mortgagees or owners of distressed real property, at the time of the adoption of this ordinance shall register that property within thirty (30) days of being noticed by the city, or its designee, of the requirements under this ordinance. A separate registration is required for each property.

(c) As to each distressed property that is either blighted or shows evidence of vacancy, the mortgagee shall have the duty to designate a property management company as defined herein to ensure compliance with the maintenance and security requirements as provided hereunder.

(d) As to each distressed property that is not blighted and is occupied, the mortgagee shall have the duty to designate a property management company to ensure compliance with the maintenance and security requirements as provided hereunder in the event the distressed property becomes either blighted or shows evidence of vacancy.

(e) If the distressed real property is occupied, but the mortgage thereon remains in default, the mortgagee's designated property management company shall conduct an exterior inspection of the property no less often than once per month until either (i) the mortgagor or other party remedies the default and the mortgage foreclosure action is dismissed, or (ii) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned. Once the property is deemed abandoned, the mortgagee shall, within ten (10) days of that determination, update the property registration with the city to a vacancy status on forms provided by the city, and thereafter its designated property management company shall ensure compliance with the maintenance and security requirements as provided hereunder.

(c) Registration pursuant to this section shall contain the name of the mortgagee and mortgage servicer, the direct mailing address of the mortgagee and mortgage servicer, a direct contact name and telephone number for the mortgagee and the mortgage servicer, facsimile number and e-mail address for mortgagee and mortgage servicer, the folio or tax I.D. number of the property, and the name and 24-hour contact phone number of the property management company designated by the mortgagee and/or mortgage servicer.

(d) A non-refundable annual registration fee in an amount set by resolution of the city commission, shall accompany the registration form. Such fee shall be determined to generate revenue commensurate with the cost of the regulatory activity.

(e) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain distressed properties, blighted properties, or are vacant.

(f) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(g) Failure of the mortgagee to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement.

Sec. 37-7. Maintenance requirements

Properties subject to this chapter shall be maintained to the following standards and in full compliance with all applicable codes:

(a) kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned;

(b) kept free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure;

(c) front, side, and rear yards, including landscaping, maintained in accordance with the applicable codes;

(d) cut grass or ground covering, and trim bushes, shrubs, hedges or similar plantings with removal of all trimmings;

(e) pools and spas maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable codes.

Sec. 37-8. Security requirements

(a) Properties subject to these sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child or adult to access the interior of the property or structure. Broken windows, doors, gates and other openings of such size that may allow a child or adult to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the windows, and broken or damaged doors shall be secured by newly installed doors. Boarding of windows and/or doors shall not be permitted except as temporary emergency security measures.

(c) If a distressed property shows evidence of vacancy, or the property is blighted, the property manager designated by the mortgagee shall perform the work necessary to bring the property into compliance with the applicable codes, and the property manager must perform regular exterior inspections, no less often than every thirty (30) days, to verify compliance with the requirements of this article, and any other applicable laws.

Sec. 37-9. Full utilities required for occupancy

No person(s) shall occupy any property in the city unless such property is properly and legally serviced by both electricity and water, (with electricity and water turned on), provided to the specific location by the utility provider in the area. If a property legally receives its water from a well located on the property, water service through a utility company is not required. If a property legally receives sufficient power to power the entire property through solar devices, electric service through a utility company is not required. If any person is found to be occupying any property in violation of this section, the special magistrate shall enter an order providing for the removal of all persons occupying such property.

Sec. 37-10. Public nuisance

All blighted and distressed real properties are hereby declared to be public nuisances, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the city.

Sec. 37-11. Civil fine

The mortgagee of a distressed property shall be liable for a civil fine of not to exceed \$250 for failure to comply with the terms of this ordinance, such civil fine to be imposed by the city's special magistrate. Each day that the mortgagee fails to comply with the terms of this ordinance shall constitute a separate violation. In addition, if the mortgagee fails to comply with the maintenance and/or security requirements hereunder, the city may, but shall not be required, to take actions to fulfill those requirements, and the special magistrate shall assess an additional civil fine against the mortgagee equal to the costs of such actions by the city to include a \$200 administration fee. The city's special magistrate shall enter an order assessing fines as provided herein. A certified copy of an order imposing such fine may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by the mortgagee in violation.

Sec. 37-12. No continuing obligation or liability on city

In the event the city takes actions to fulfill the maintenance and/or security requirements hereunder, such action shall not create a continuing obligation on the part of the city to make further repairs or to maintain the property, and shall not create any liability against the city for any damages to the property if such actions were taken in good faith.

Sec. 37-13. Opposing, obstructing enforcement officer; penalty

Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement officer in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable codes or by a court of competent jurisdiction.

Sec. 37-14. Immunity of enforcement officer

Any enforcement officer or any person authorized by the enforcement officer to enforce the sections set forth herein shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this article.

Sec. 37-15. Mortgagee allowed to apply for and obtain building permits

Mortgagees and mortgage servicers utilizing the services of properly licensed contractors shall be permitted to apply for and obtain building permits to carry out the requirements under this ordinance.

City of Deltona, Florida
Ordinance No. 12-2014
Page 8 of 8

SECTION 2. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 3. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

SECTION 4. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED THIS 21st DAY OF July, 2014.

FIRST READING: 7.7.14

ADVERTISED: 7.10.14

SECOND READING: 7.21.14

John C. Masiarczyk Sr.
JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

Joyce Raftery
JOYCE RAFTERY, CITY CLERK

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

Gretchen R. H. Vose
GRETCHEN R. H. VOSE, CITY ATTORNEY

NAME	YES	NO
BARNABY	✓	
DENIZAC	✓	
HERZBERG	✓	
LOWRY BELLIZIO	✓	
MASIARCZYK	✓	
NABICHT	✓	
SCHLEICHER	✓	

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: FEDERAL PROPERTY REGISTRATION CORP.
DOCUMENT NUMBER: P09000038286

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

THOMAS R. DARNELL, Registered Agent

Name of Contact Person

Firm/ Company

6767 N. WICKHAM ROAD, SUITE 500

Address

MELBOURNE, FL 32940

City/ State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

THOMAS R. DARNELL at (321) 421-6639
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$35 Filing Fee \$43.75 Filing Fee & Certificate of Status \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
14 MAR 31 PM 8:32

FEDERAL PROPERTY REGISTRATION CORP.

(Name of Corporation as currently filed with the Florida Dept. of State)

P09000038286

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

COMMUNITY CHAMPIONS CORPORATION

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

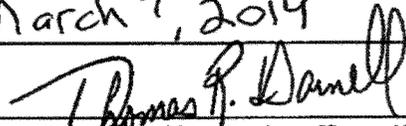
The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval
by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated March 7, 2014

Signature 

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

THOMAS R. DARNELL

(Typed or printed name of person signing)

MANAGING DIRECTOR

(Title of person signing)



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 10 - D
SUBJECT: Approval of Resolution No. 2014-25; Setting Registration Fees for Implementation of Anti-Blight Ordinance.

LOCATION:	City wide
BACKGROUND:	The City Commission recently adopted the Deltona Anti-Blight Ordinance that provided that fees under the ordinance would be set by resolution. This is the resolution setting the fees at \$300 annually per registration. This fee amount is approximately the average of such fees from around the country. This money will go to the general fund, but are intended to be utilized by the city for code enforcement activities. A large portion of code enforcement activities relate to properties in foreclosure or abandoned or during the foreclosure process.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	\$300.00 Annually Per Registration
REVIEWED BY:	Building and Enforcement Services Director, Finance Director, City Attorney, City Manager
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney – That the Commission approve and adopt Resolution No. 2014-25; Setting Registration Fees for Implementation of Anti-Blight Ordinance.
POTENTIAL MOTION:	“I hereby move for the adoption of Resolution No. 2014-25 for Setting Registration Fees for Implementation of Anti-Blight Ordinance.”
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Resolution No. 2014-25

RESOLUTION NO. 2014-25**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, SETTING REGISTRATION FEES FOR IMPLEMENTATION OF ANTI-BLIGHT ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution states that municipalities shall have the governmental powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission of the City of Deltona enacted Ordinance No. 12-2014, the Deltona Anti-Blight Ordinance to establish a process to address the deterioration and blight of city neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the city, and to identify, regulate, limit and reduce the number of abandoned properties located within the city. It was the city's further intent to establish a registration program as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties;

WHEREAS, in enacting the Deltona Anti-Blight Ordinance, the city found that mortgagees that have liens on real property situated in the city own significant equitable property interests in the city, and there is a reasonable relationship (rational nexus) between certain actions of such mortgagees and the welfare of the city and its residents; and

WHEREAS, Section 37-6(d) of the Deltona Anti-Blight Ordinance provides that a non-refundable annual registration fee in an amount set by resolution of the city commission, shall accompany the registration form required under the ordinance. Such fee shall be determined to generate revenue commensurate with the cost of the regulatory activity.

WHEREAS, it is determined that an annual fee of \$300 per registration under the Deltona Anti-Blight Ordinance will generate revenue commensurate with the cost of the regulatory activity, which includes the third party costs of registration, the code enforcement

City of Deltona, Florida
 Resolution No. 2014-25
 Page 2 of 2

costs of the various aspects of the Anti-Blight Ordinance, and the administration costs of other city personnel in the administration of the Anti-Blight Ordinance provisions.

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

SECTION 1. REGISTRATION FEES. The non-refundable annual registration fee called for under Section 37-6(d) of the Deltona Anti-Blight Ordinance is hereby set at \$300.00 per registration.

SECTION 2. CONFLICTS. All Resolutions or parts of Resolutions insofar as they are inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of any conflict.

SECTION 3. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2014.

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/18/2014
FROM: William D. Denny, City Manager **AGENDA ITEM:** 10 - E
SUBJECT: Request for approval of a proposed Bond Anticipation Note from the City's bank Wells Fargo.

LOCATION:

N/A

BACKGROUND:

As part of the process to issue Utility System Bonds, Series 2014, staff is seeking formal approval of a Bond Anticipation Note from the City's bank Wells Fargo together with the related Reimbursement Resolution 2014-27 and Loan Agreement Resolution 2014-28. This approval is subject to completion of the appropriate closing documents and approval by the State Revolving Fund.

The exact terms are being worked out as of this writing but are expected to be substantially as follows:

- Annual interest rate approximately 1%.
- Line of credit up to \$10 million.
- Minimum draw at settlement \$1.5 million.
- Interest only monthly payments.
- Principal payable at the end of the note, up to one year from settlement.
- No early payment penalty.

The principal will be paid off by the Series 2014 bonds which are planned to be issued by the end of this year.

ORIGINATING DEPARTMENT:

Finance

SOURCE OF FUNDS:

Bond Anticipation Note

COST:

Approximately 1% annual interest on actual draws.

REVIEWED BY:

Finance Director, City Manager, and City Attorney

STAFF RECOMMENDATION

Robert Clinger, Finance Director - Staff recommends

PRESENTED BY:

approval of the Bond Anticipation Note proposed by Wells Fargo, Reimbursement Resolution 2014-27 and Loan Agreement Resolution 2014-28. Approval is subject to completion of the appropriate closing documents and approval by the State Revolving Fund.

POTENTIAL MOTION:

"I move to approve the Bond Anticipation Note proposed by Wells Fargo, the Reimbursement Resolution 2014-27, and the Loan Agreement Resolution 2014-28 subject to completion of the appropriate closing documents and approval by the State Revolving Fund".

AGENDA ITEM APPROVED BY:

William D. Denny, City Manager

ATTACHMENTS:

- Wells Fargo Draft Proposal
- Draft Reimbursement Resolution



Wells Fargo Bank, N.A.
 Government and Institutional Banking
 800 N. Magnolia Ave. 7th Floor FL2810
 Orlando, FL 32803

**DRAFT
 Document.**

July 25, 2014

Mr. Robert Clinger
 Finance Director
 City of Deltona
 2345 Providence Blvd.
 Deltona, FL 32725

RE: City of Deltona Water and Sewer Line of Credit

Dear Mr. Clinger:

Wells Fargo Bank, National Association (the "Bank") is pleased to submit the financing proposal described below to the City of Deltona, Florida subject to the following terms and conditions and final credit approval.

Borrower: City of Deltona, Florida (the "City")

Amount: Not to exceed \$10,000,000.00.

Facility: Non-revolving Line of Credit (Bond Anticipation Note)

Maturity: 12 Months from dated date of Line of Credit

Dated Date: On or prior to September 30, 2015

Purpose: To finance City Council approved Water and Sewer capital project.

Term: Interest will be paid monthly. Principal will be due and payable in full at maturity. Interest on the outstanding balance of the loan will be calculated on a 30/360-day basis. Draws will be limited to one a week.

Initial Draw: The City shall make an initial draw of \$1,500,000 or more at closing.

Security: The Facility shall be secured by Water and Sewer revenues. The facility will be taken out by either a permanent bank loan or bond issues.

Interest Rate: The non-bank qualified tax-exempt interest rate on the draws will be set at time of draw at a Variable Rate equal to 70% of 1 Month LIBOR plus .70%. The interest rate will adjust monthly on the first day of the month.

Prepayment: Pre-payable prior to maturing without penalty.

Conditions

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1. The interest rate on this Note shall be subject to adjustment as set forth below.
If i) a “Determination of Taxability” (as defined below) shall occur or ii) state or federal tax laws or regulations are amended to cause the interest on the Note to be taxable, to be subject to a minimum tax or an alternative minimum tax or to otherwise decrease the after tax yield on the Note to the Lender (directly or indirectly, in whole or in part), then the interest on the Note shall be adjusted to cause the yield on the Note, after payment of any increase in tax, to equal what the yield on the Note would have been in the absence of such Determination of Taxability or change or amendment in tax laws or regulations.

For purposes hereof, “Determination of Taxability” means the circumstance of the interest on the Note becoming includable for federal income tax purposes in the gross income of the Lender regardless of whether caused by or within the control of the Issuer. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the Issuer or the Lender of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency; (ii) the issuance of any public or private ruling of the Internal Revenue Service; or (iii) receipt by the Issuer or Lender of an opinion of counsel experienced in tax matters relating to municipal bonds, in each case to the effect that the interest on the Note is not excluded from in the gross income of the Lender for federal income tax purposes.

The above adjustments shall be cumulative, but in no event shall the interest on the Note exceed the maximum permitted by law. The above adjustments to the interest rate on the Note shall be effective for all periods during which tax treatment of the interest on the Note by the Lender is the affected. Proper partial adjustment shall be made if the tax law change is effective after the first day of the Lender’s tax year or if the interest on the Note does not accrue for the entire tax year of the Lender. Adjustments which create a circular calculation because the interest on the Note is affected by the calculation shall be carried out sequentially, increasing the interest on the Note accordingly in each successive calculation using as the new value the increase in the interest rate on the Note, until the change on the interest rate on the note caused by the next successive calculation of the adjustment is de minimus.

2. Loan documents relating to this facility shall be prepared by City’s Bond Counsel and be acceptable to the Bank. The Bank will receive a standard opinion of bond counsel as to the due authorization and enforceability of the documents and as to tax-exemption under state and federal law, and an opinion of the issuer’s attorney as to litigation and other matters. The loan documents and such opinions shall be in form and content acceptable to the Bank. Documents must be available for review at least 5 business days prior to closing. The Bank will retain counsel to review the documents on its behalf; Bank counsel will charge a fee not to exceed \$5,000.00. All costs relating to the preparation of documents and to otherwise complete this transaction, including the Bank counsel fee, will be paid by the City.
3. If the facility is not fully paid off at maturity, the City agrees that it shall deliver to the Bank within 270 days of each fiscal year end, Audited Annual Financial Report, and a District Summary Budget and a Capital Improvement Plan within 60 days of its Fiscal year End and any other such information as reasonably requested by Bank. The City shall not issue additional debt secured by the Pledged Revenues.
4. This proposal shall remain in full force and effect through 3:00 p.m., local time, August 18, 2014 at which time, if not accepted by execution of the acceptance clause below and mailed to the Bank at 800

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N. Magnolia Ave, 8th Floor, Orlando, Florida 32803-3252, to my attention, this Proposal shall expire and shall not be enforceable by either the Bank or the District unless extended by the Bank in writing. Unless extended by the Bank in writing, this facility must close on or prior to October 15, 2014 after which this Proposal shall expire.

5. If the Bank chooses to waive any covenant, paragraph, or provision of this proposal, or if any covenant, paragraph, or provision of this proposal is construed by a court of competent jurisdiction to be invalid, it shall not affect the applicability, validity or enforceability of the remaining covenants, paragraphs or provisions.
6. The preceding terms and conditions are not exhaustive. Any final documents will include other covenants, terms and closing conditions as are customarily required by the Bank for similar transactions including but not limited to a Cross Default with other debt, Default Rate of the higher of the Prime + 3% or 8%, Events of Default, and Waiver of Jury Trial. This Commitment Letter shall not survive closing.
7. The City represents and agrees that all information provided to the Bank is correct and complete. No material adverse change may occur in, nor may any adverse circumstance be discovered as to, the financial condition of the City prior to closing. The Bank's obligations under this Proposal are conditioned on the fulfillment to the Bank's sole satisfaction of each term and condition referenced by this Proposal.
8. This Proposal supersedes all prior Proposals with respect to this transaction, whether written or oral, including any previous loan proposals made by the Bank or anyone acting within its authorization. No modification shall be valid unless in writing and signed by an authorized Officer of the Bank. This Proposal is not assignable and no entity other than the District shall be entitled to rely on this Proposal.

Conditions precedent to closing:

1. The Note purchased by the Bank will not carry a published rating.
2. The Note purchased will be delivered in physical form.
3. The Note will be in minimum denominations of at least \$250,000.
4. The physical note shall carry a legend on the bond reflecting transfer restrictions.
5. Note will be limited to transfer to affiliates of the Bank, custodial arrangements established by the Bank or other qualified institutional buyers with a minimum capital and surplus of \$5,000,000,000 and which has executed an approved investor letter.

Wells Fargo Bank, National Association appreciates the opportunity to submit this Proposal to you and looks forward to your favorable response. Should you have any questions, please do not hesitate to contact me at 407-649-5638.

Best Regards,
WELLS FARGO BANK, NATIONAL ASSOCIATION

Todd Morley, CFA
Senior Vice President
Government Banking

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ACCEPTANCE

The above Proposal is hereby accepted on the terms and conditions outlined therein by authority of the Governing Board of the District:

By:

Date: _____

RESOLUTION NO. 2014-27

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF DELTONA, FLORIDA TO ISSUE TAX-EXEMPT DEBT TO DESIGN, PERMIT AND CONSTRUCT WATER AND SEWER IMPROVEMENTS; EXPRESSING THE INTENT FOR PURPOSES OF COMPLIANCE WITH UNITED STATES TREASURY REGULATION SECTION 1.150-(2)(E) TO REIMBURSE WITH THE PROCEEDS OF SUCH TAX-EXEMPT FINANCING, EXPENDITURES MADE WITH RESPECT TO THE DESIGN, PERMITTING AND CONSTRUCTION OF SUCH IMPROVEMENTS; PROVIDING FOR THE ISSUANCE BY THE CITY OF NOTES, BONDS OR OTHER OBLIGATIONS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10 MILLION TO PAY THE COST OF SUCH PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Deltona, Florida (the "City") is initiating the process to undertake certain improvements to the City's Water System and Sewer System (the "Project"); and

WHEREAS, the City intends to finance the costs of such Project with the proceeds of bonds, notes or other obligations to be issued in the future in one or more series the interest on which is intended to be excludable from gross income for federal income tax purposes (the "Tax Exempt Financing"); and

WHEREAS, the City expects to initially pay certain costs of the Project with funds other than proceeds of the Tax Exempt Financing (the "Advanced Funds") and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City Commission hereby finds, determines and declares as follows:

City of Deltona, Florida
 Resolution No. 2014-27
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A. The City is authorized under law, including, without limitation, the Act, to issue the Tax Exempt Financing for the valid public purpose of paying the cost of the Project.

B. It is necessary, desirable, convenient and in the interest of the City that the Project be designed, permitted, constructed and financed as contemplated in this Resolution.

C. The City intends to finance certain of the costs of the design, permitting, construction and installation of the Project with the proceeds of its Tax Exempt Financing to be issued in the future.

D. The City expects to pay certain costs of the Project with Advanced Funds before the issuance of the Tax Exempt Financing.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use the proceeds of the Tax Exempt Financing to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-(2)(e) of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF DEBT. The maximum principal amount of the Tax Exempt Financing reasonably expected to be issued to finance the cost of the Project is \$10 Million.

SECTION 5. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Tax Exempt Financing as provided herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2014.

 JOHN C. MASIARCZYK, SR., Mayor

City of Deltona, Florida
Resolution No. 2014-27
Page 3 of 3

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