# City of Deltona

## REGULAR CITY COMMISSION MEETING
## MONDAY, OCTOBER 6, 2014
## 6:30 P.M.

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

*Mayor*
John Masiarczyk, Sr.

*Vice Mayor*
Heidi Herzberg
*District 3*

Zenaida Denizac
*District 1*

Webster Barnaby
*District 2*

Nancy Schleicher
*District 4*

Anthony Bellizio
*District 5*

Chris Nabicht
*District 6*

*Acting City Manager*
Dale Baker

## AGENDA

1. **CALL TO ORDER:**

2. **ROLL CALL – CITY CLERK:**

3. **INVOCATION AND PLEDGE TO THE FLAG:**
   A. **Invocation Presented by Commissioner Barnaby - Pastor William Bradley, Jr., New Hope Baptist Church.**

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

   A. **Approval of Minutes - Regular City Commission Meeting of September 15, 2014.**

   B. **Additions or Deletions to Agenda.**

5. **PRESENTATIONS/AWARDS/REPORT:**

   A. **Presentation - Super Star Student of the Month Certificates for August/September, 2014.**

   B. **Proclamation - Deltona Professional Fire Fighters Local 2913**

**Fire Fighter Appreciation Day - October 6, 2014.**

**C.** **Proclamation - Domestic Violence Awareness Month - October, 2014.**

**D.** **Presentation by Deltona's Lobbyist.**

**E.** **Presentation by The Volusia Manufacturer's Association (VMA) on the status of manufacturing in Volusia County.**

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

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

**7. CONSENT AGENDA:**

***A.** **Request for approval of the Long Term Facility Use Agreement with the Boys & Girls Club of Volusia/Flagler Counties.**

***B.** **Request for approval of the Long Term Facility Use Agreement for Deltona Lodge 756.**

***C.** **Request for approval of the Long Term Facility Use Agreement for La Iglesia del Senor, Inc., for use of the Deltona Community Center.**

***D.** **Request for approval of selection of underwriters for issuance of the Utility System Revenue Bonds, Series 2014.**

**8. ORDINANCES AND PUBLIC HEARINGS:**

**A.** **Public Hearing - Resolution No. 2014-22, Conditional Use Application (CU 14-004) for the site located at 1948 Saxon Boulevard.**

**B.** **Public Hearing - Resolution No. 2014-24, Variance Application (VR 14-001) for the site located at 1948 Saxon Boulevard.**

**C.** **Public Hearing - Resolution No. 2014-29, East Coast Dragon Tattoo Conditional Use Application (CU 14-005).**

**D.** **Public Hearing - Ordinance No. 10-2014, Medical Marijuana, at first reading and to schedule second and final reading for October 20, 2014.**

**E.** **Public Hearing - Ordinance No. 24-2014, to amend alarm ordinance to include false fire alarms, at second and final reading.**

**F.**

**Public Hearing - Ordinance No. 25-2014, Sales of Food on House of Worship Property, at second and final reading.**

**G. Ordinance No. 26-2014, Residential Prison Diversion Program, at first reading and to schedule second and final reading for October 20, 2014.**

**H. Public Hearing - Ordinance No. 27-2014, an amendment to Section 110-827, Accessory Uses and Structures, pertaining to Shed Design Standards; at first reading and to schedule second and final reading for October 20, 2014.**

**I. Public Hearing - Ordinance No. 28-2014; Repealing Business Tax Receipt for Rental Properties, at second and final reading.**

**J. Resolution No. 2014-32, Transportation Impact Fees Amendment.**

**K. Resolution No. 2014-33, appoint the Affordable Housing Advisory Committee through the Requirements of the State Housing Initiative Partnership Program.**

**9. OLD BUSINESS:**

**10. NEW BUSINESS:**

**A. Request for approval to execute Amendment #1 to the Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Water Pumping and Storage Expansion Project.**

**B. Request for approval to execute Amendment #1 to the Cost Share Agreement with the St. Johns River Water Management District for the Howland Blvd. Phase 3 Reclaimed Water Construction Project.**

**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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 3 - A

**SUBJECT:** Invocation Presented by Commissioner Barnaby - Pastor William Bradley, Jr., New Hope Baptist Church.

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|---|---|
| **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 Manager's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | N/A - Invocation Only. |
| **POTENTIAL MOTION:** | N/A - Invocation Only. |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 4 - A

**SUBJECT:** Approval of Minutes - Regular City Commission Meeting of September 15, 2014.

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|---|---|
| **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 September 15, 2014. |
| **POTENTIAL MOTION:** | "I move to approve the minutes of the Regular City Commission Meeting of September 15, 2014." |
| **AGENDA ITEM APPROVED BY:** | Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • RCM Minutes for 9-15-14 Final |

# CITY OF DELTONA, FLORIDA
# REGULAR CITY COMMISSION MEETING
# MONDAY, SEPTEMBER 15, 2014

A Regular Meeting of the Deltona City Commission was held on Monday, September 15, 2014 at the City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

## 1. CALL TO ORDER:

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

## 2. ROLL CALL:

| | | |
|---|---|---|
| Mayor | John Masiarczyk | Present |
| Vice Mayor | Heidi Herzberg | Present |
| Commissioner | Webster Barnaby | Present |
| Commissioner | Anthony Bellizio | Present |
| Commissioner | Zenaida Denizac | Present |
| Commissioner | Chris Nabicht | Present |
| Commissioner | Nancy Schleicher | Present |
| Acting City Manager | Dale Baker | Present |
| City Attorney | Becky Vose | Present |
| City Clerk | Joyce Raftery | Present |

Also present: Planning and Development Services Director Chris Bowley; Deputy City Manager Gerald Chancellor; Finance Director Robert Clinger; Parks and Recreation Director Steve Moore; and VCSO Captain Dave Brannon.

## 3. INVOCATION AND PLEDGE TO THE FLAG:

Invocation Presented by Commissioner Denizac.

The National Anthem was sung by Kasia Soto a Deltona Middle School student.

## 4. APPROVAL OF MINUTES & AGENDA:

### A. Minutes:

**1. Approval of Minutes – Regular City Commission Meeting of September 3, 2014.**

Commissioner Bellizio stated that he made the second to the motion on Item 8-D and that he has already contacted staff about the correction.

**Motion by Vice Mayor Herzberg, seconded by Commissioner Denizac to approve the minutes of the Regular City Commission Meeting of September 3, 2014, as amended.**

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

### B. Additions or Deletions to Agenda:

Mayor Masiarczyk stated that the Commission was notified by staff requesting to table Item 8-E and

Item 8-F to the October 6, 2014 Commission meeting.

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

**A. Presentation of Certificates - West Volusia Youth Baseball League (WVYB) 13U All-Star State Champions.**

Mayor Masiarczyk and the Commission presented Certificates of Recognition to the West Volusia Youth Baseball League 13U All-Star State Champion coaches and the team.

**B. Recognition - John Atkinson 2014 Secondary Principal of the Year – September 15, 2014.**

Commissioner Denizac read the Proclamation for the record and Mayor Masiarczyk and the Commission presented the Proclamation to Mr. John Atkins for being awarded the 2014 Secondary Principal of the Year, September 15, 2014.

**C. Recognition and presentation to IT System Administrator Robert Cordero for completing the Certified Public Technology Manager at the top of his class.**

Mayor Masiarczyk and the Commission recognized IT System Administrator Robert Cordero for completing the Certified Public Technology Manager's course at the top of his class and IT Manager Steve Narvaez presented Mr. Cordero with the certificate.

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

a) Victor Ramos, 1555 Saxon Blvd., invited everyone to go by Bethune Cookman University to see some of the things they have planned for the City.

b) Al Everson, 1033 Blue Horizon Dr., stated not speaking as a member of the Beacon, but as a resident of Deltona. He stated Wednesday is the 227th Anniversary of the U.S. Constitution, the rumors of the proposed expansion of sewer service in this area, and he suggested looking at a study of Jefferson County Alabama that surrounds Birmingham who thought it would be a great idea to have a sewer system which led to the largest Municipal bankruptcy in history until Detroit some months ago. He stated he sees there are parallels between Jefferson County and Deltona, the number of students on free/reduced lunch, and Deltona not being a rich City.

Mayor Masiarczyk stated that the Commission does not support an expansion of the City's sewer system.

**7. CONSENT AGENDA:**

Commissioner Schleicher asked to pull Item 7-B and Commissioner Nabicht asked to pull Item 7-A.

**A. Request for consideration of change in Commission meeting dates for 2014 holiday season and approval of the 2015 holiday meeting schedule.**

Commissioner Nabicht stated that the employees receive December 24th and 25th for the holidays and he asked that December 26th be considered also.

**Motion by Commissioner Nabicht, seconded by Vice Mayor Herzberg to change the December meeting schedule to include only one (1) Regular Commission meeting on Monday, December 15th and no Commission Workshop meetings in the month of December 2014 and to approve the meeting and invocation calendars for 2015 as presented.**

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

**B. Request for consideration and approval of Memorandum of Understanding (MOU) between the City of Deltona and the West Volusia Audubon Society, Inc.**

The Commission and staff discussed what parks staff was looking at for the grants.

Commissioner Schleicher asked what parks staff was looking at and is this going to tie the City's hands with regards to any other developments.

Mayor Masiarczyk stated that there was a revised version of the Memorandum of Understanding (MOU) which was distributed and City Attorney Mrs. Vose read an addition to the MOU.

Commissioner Schleicher asked why the funds are not going to be given to the City and Mrs. Vose replied the purpose of the MOU is to allow the City to be a part of the application for a grant that would only be available to a 501c3 organization and the City is not that type of an organization.

Commissioner Schleicher asked regarding cancellations, do the funds stay with the Audubon Society and Mrs. Vose replied only the Finance Director would still be able to move whatever funds were still there.

Vice Mayor Herzberg asked where grant match money would come from, have financials been provided by the Audubon Society showing they have matching grant money, what is the City's benefit and until some of these questions are answered she cannot vote in favor of this item. Mrs. Vose stated that it is not addressed in the MOU, however, every grant would come before the Commission for approval and this would be used only for City projects having to do with parks that the Audubon Society might like to have improved.

Commissioner Denizac stated she cannot support the MOU because she feels that the City would be working for the non-profit and she suggested the item be tabled to a workshop.

Vice Mayor Herzberg asked do any other cities have an agreement like this with the Audubon Society and Mrs. Vose replied not that she is aware of.

Commissioner Nabicht stated he understands the mechanism, there was no discussion by the Commission, it was just something worked by staff, he asked Mr. Mayes what the targets/projects are and to provide a presentation to the Commission.

**Motion by Commissioner Nabicht, seconded by Vice Mayor Herzberg to table the item to a workshop.**

## 8. ORDINANCES AND PUBLIC HEARINGS:

### A. Public Hearing - Resolution No. 2014-18, Adopting the Final Millage Rate for FY 2014/2015.

Mayor Masiarczyk opened the public hearing to hear and consider comments and questions regarding the City's tentative millage rate and proposed annual budget for the coming fiscal year 2014/2015. The City of Deltona hereby proposes a millage rate of 7.99. The millage rate reflects a 7.6% increase from the rolled-back rate of 7.4250 mills. The justification for the increase is the millage rate is higher than the roll-back rate of 7.4250 in order to cover increased operating costs as well as additional sidewalk construction. The floor is now open to hear public comments and to take any questions from the public.

Commissioner Barnaby stated tonight the City of Orlando raised their millage rate by 17.6% and he suggested marketing Deltona as he feels those residents in other cities who have raised their millage rate will be looking for a new place to live, there being a lot of vacant homes in Deltona, the City not raising the millage rate and the Commission needs to be more responsible and try to figure out how to save the resident's money.

Vice Mayor Herzberg stated the next item the Commission will vote on is the budget and if the millage rate were to be lowered then the Commission would need to reduce the budget and lower services. The increase being an average of $20.81, a lot of the vacant homes not paying any property taxes and it taking about 40 years to recoup the loss, and she supports the 7.99 millage rate.

Commissioner Denizac stated the Commission was told there is a $1.4 million surplus, $500,000 is set aside for sidewalks and $500,000 is set aside for road resurfacing, heard Mr. Everson who sighted the stats from area schools, and there are some departments that she felt could have been cut and some that make more than the Vice President of the United States makes.

Commissioner Schleicher stated she had asked the Finance Director how much would need to be cut to lower the millage rate and Mr. Clinger stated almost $900,000. She stated what each Commissioner would save in taxes each year based on lowering the 7.99 millage rate and the average tax increase per home is $35 for the year.

Vice Mayor Herzberg stated the City has done a good job maintaining the services, everyone knows everything has increased and that is no different for the City, the City functions like a business, if the City continues to cut it will not be able to function.

**Motion by Vice Mayor Herzberg, seconded by Commissioner Nabicht for the approval of Resolution No. 2014-18, adopting the final millage rate of 7.9900 mills for the levy of ad valorem taxes for fiscal year 2014/2015.**

Commissioner Bellizio stated the arguments made by the Commission are futile without public participation and he suggested in the future getting as much participation on the budget process as possible.

Commissioner Denizac stated funds are going to be coming our way.

The City Attorney read the title of Resolution No. 2014-18.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; ADOPTING AN AD VALOREM MILLAGE RATE FOR THE 2014-2015 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Masiarczyk stated that the City of Deltona has adopted a millage rate of 7.99 mills for fiscal year 2014/2015; the final millage rate reflects a 7.6% increase from the rolled-back rate of 7.4250.

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

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|---|---|
| **Commissioner Barnaby** | **Against** |
| **Commissioner Bellizio** | **For** |
| **Commissioner Denizac** | **Against** |
| **Commissioner Nabicht** | **For** |
| **Commissioner Schleicher** | **For** |
| **Vice Mayor Herzberg** | **For** |
| **Mayor Masiarczyk** | **For** |

Resolution No. 2014-18 was adopted at 7:27 p.m.

**B. Public Hearing - Resolution No. 2014-19, Adopting the Tentative Annual Budget for FY 2014/2015.**

Mayor Masiarczyk stated the proposed annual budget is summarized as follows: General Fund - $52,570,926; Special Revenue Funds - $20,994,368; Enterprise Fund - $64,044,127; Capital Project Funds - $5,375,821; and Total City-wide Annual Budget - $142,985,242. The floor is now open to hear public comments and to take any questions from the public.

Commissioner Bellizio stated if there is not public participation the City will continue to have debates among politicians and nothing will change.

Vice Mayor Herzberg asked for the Commission's support on Page 75, Memberships, Volusia County of Government (VCOG), to direct the Acting City Manager to not spend the money at this point.

Commissioner Barnaby stated he supports a zero based budget concept in the future, so the Commission can look at the budget line by line, he cautioned the Commission when talking about ways to save money and he strongly disagreed that "services" have to be cut, the Commission Members are legislators and not politicians who should have a reasonable argument and he concurs with the Vice Mayor.

Commissioner Denizac stated she would like the residents to be able to see the budget online.

**Motion by Commissioner Nabicht, seconded by Vice Mayor Herzberg to approve Resolution No. 2014-19, adopting the final General Fund, Special Revenue Funds, Enterprise Fund, and Capital Project Funds budgets for fiscal year 2014/2015.**

The City Attorney read the title of Resolution No. 2014-19.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; ADOPTING THE FINAL ANNUAL GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUND, AND CAPITAL PROJECT FUNDS BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE.**

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

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|---|---|
| **Commissioner Barnaby** | **Against** |
| **Commissioner Bellizio** | **For** |
| **Commissioner Denizac** | **Against** |
| **Commissioner Nabicht** | **For** |
| **Commissioner Schleicher** | **For** |
| **Vice Mayor Herzberg** | **For** |
| **Mayor Masiarczyk** | **For** |

Resolution No. 2014-19 was adopted at 7:36 p.m.

**C. Public Hearing - Ordinance No. 14-2014, amending Section 42-186, of Article IV, "Fire Codes", of Chapter 42, "Fire Prevention and Protection", of the Code of the City of Deltona, Adopting More Recent Standard Code Provisions and Providing for New Methods of Appeals of Certain Decisions, at second and final reading.**

**Motion by Commissioner Barnaby, seconded by Commissioner Schleicher to adopt Ordinance No. 14-2014, at second and final reading.**

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

City Attorney Becky Vose read the title of Ordinance No. 14-2014.

**AN ORDINANCE AMENDING SECTION 42-186, OF ARTICLE IV, "FIRE CODES", OF CHAPTER 42, "FIRE PREVENTION AND PROTECTION", OF THE CODE OF THE CITY OF DELTONA, FLORIDA, ADOPTING MORE RECENT STANDARD CODE PROVISIONS AND PROVIDING FOR NEW METHODS OF APPEALS OF CERTAIN DECISIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

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

Ordinance No. 14-2014 was adopted at 7:37 p.m.

**D. Public Hearing - Ordinance No. 17-2014, Halifax Crossings Business Planned Unit Development, at second and final reading.**

Planning & Development Assistant Director Ron Paradise stated staff has suggested no changes to the language of the BPUD Development Agreement that was reviewed by the City Commission on September 3, 2014 with the exception of the addition of a Master Development Plan (MDP). He referred to the plan stating the plan will be reviewed by the Commission through the Plat process. He went over some of the details of the plan, some concerns about the landscape buffer and that it was the intent of the applicant that the 40 foot landscape buffers remain as native vegetation however there is no mandate that would require the native vegetation is maintained. He stated however there is a minimum standard that will still need to be followed. He stated he was aware the applicant does have some proposed changes to the BPUD Development Agreement and he requested permission to turn the floor over to the applicant's representative.

Commissioner Denizac asked Mr. Paradise about the City having to address maintaining Graves Avenue and the spine road if none of these streets are City streets and Mr. Paradise replied there is an option for the City to accept the spine road as a public right-of-way and those decisions can be made during the plat process. Commissioner Denizac expressed concerns with accepting the streets.

Mayor Masiarczyk left the meeting at 7:38 p.m. and returned at 7:45 p.m.

Mayor Masiarczyk stated he also had concerns and that the City should require the developer to build the roads by the standards the City can accept.

Commissioner Schleicher asked about the small property on this MDP that was not shown previously and Mr. Paradise replied that is an in-holding that is part of the Davis Park Fifth Addition plat and lands that were not vacated as part of a vacation easement however this property will be accessed by an easement dedicated to the City to existing City right-of-way.

The Commission and staff discussed what adopting the road would mean to the City, decisions that would be made during the final plat process, roads being constructed to City standards, the difference between the road's maintenance being done by the City and a private property owner association, what happens if the home owners association becomes dysfunctional, roads being built to City standards, other maps not showing a portion of the map stated "not included", recommendations from the developer to change the language of the BPUD.

Bill Barfield, Trafalgar Holdings, 225 South Westmonte Street, Suite 2040, Altamonte Springs, FL, stated on Page 9-10, Paragraph 15, to change the trip caps on Lot 12 to 5,400, but not the overall project and he explained the reason for the change and there was no objection by the Commission. Mr. Barfield stated the second change was to add an agricultural conditional use to the property and he explained briefly the reason which was the ordinance that was adopted making a non-conforming use of the property which allows for the agricultural use to be changed in the future.

The Commission, staff and Mr. Barfield discussed the current zoning of the land and the financial impact, staff did not recommend agricultural use on the Activity Center property or this BPUD, the property going to take a long time to develop, the benefits to the agricultural zoning and growing trees, making the project economically viable, and the initial expectation of the property to be built being the spine road would be built as soon as Lot 12 closes then the out parcels along I-4 and full development taking 15-20 years.

**Motion by Commissioner Nabicht to table the item until the Developer's Agreement is worked**

**out and the motion died for a lack of a second.**

The Commission discussed Mr. Barfield having a valid point, opening up Deltona for economic development sooner rather than later, where the retention pond would be, nothing evasive being done on the property, incorporating the plan as written, the developer's request being necessary, development taking time, the economic viability and looking toward the future.

Commissioner Denizac asked how committed Halifax Hospital is to purchasing Lot 12 and building a hospital on it and Rafael Ramirez, Halifax Hospital, replied there has been a contract on the property for the past 14 months, the hospital is dead serious about the project, the hospital hired him to oversee the project, and try to resolve some conditions of the property tonight.

Commissioner Nabicht stated he has a problem putting a zoning decision in the hands of the developer and out of the hands of a future Commission by putting something in the agreement that will tie their hands. He stated the outparcels will be developed first creating a fire interface by putting a tree farm up against the other interfaces and he is not against the project, but he is not in support of the request.

Mayor Masiarczyk agreed that the property would be zoned agricultural, the plan as written spells out the trees, the distance and breaks between the residential areas.

Commissioner Bellizio gave an analogy of how he feels about Deltona, Commissioner Nabicht having valid reasons and the Commission would be irresponsible if it did not ask questions.

Vice Mayor Herzberg asked what about mitigating scrub jays and Mr. Barfield replied there is a scrub jay plan and once the permit is issued the project will be clear.

**Motion by Vice Mayor Herzberg, seconded by Commissioner Nabicht to table the item.**

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

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|---|---|
| **Commissioner Barnaby** | **Against** |
| **Commissioner Bellizio** | **For** |
| **Commissioner Denizac** | **Against** |
| **Commissioner Nabicht** | **For** |
| **Commissioner Schleicher** | **Against** |
| **Vice Mayor Herzberg** | **For** |
| **Mayor Masiarczyk** | **Against** |

Commissioner Denizac asked staff if the Commission can approve the rezoning and address the agricultural issue at a later date because she does not want to kill the entire project. Mr. Paradise replied the Commission could approve the item as is and the applicant would have to come back before the Commission with the request for agricultural use and the Commission could review the merits of this limited type of agricultural use.

Mayor Masiarczyk stated this is a zoning issue tonight, the closing date is coming up, he does not want to lose the development, the plan addressing silviculture trees which is good and is spelled out, if the developer sticks to the plan it does not affect the City, and the Commission's continued discussion of about 15 – 20 years. He stated he feels the developer would like to sell it all in two (2) years however if

the developer has to continue to jump through hoops the project could stretch out to 20 years. He stated he does not feel any developer would start a project this size and not want to get it built out as soon as possible but the developer has to protect himself also.

Vice Mayor Herzberg asked if the property is already zoned agriculture then what is the exception wanted and Mr. Paradise explained the developer has a non-conforming status but if they should ever let it lapse or the State laws change on agricultural taxation rates this status would be lost and they want assurances that they can engage in some agricultural use with imprimatur from the City however the City cannot reel it in if the City grants it as a permitted principal use in the development agreement. Vice Mayor Herzberg asked if there was a time frame and Mr. Paradise replied the time frame on the property is the year 2025. Vice Mayor Herzberg asked if there was a possibility of zoning it for a five (5) year period of time and look at it again and Mrs. Vose replied that can be done.

Commissioner Denizac asked can this be approved as presented and come back and Mr. Barfield replied he cannot do that because once he loses the zoning and it goes to the BPUD it is gone. He stated he would have to run the risk to go forward or will have to withdraw the application and not sign the development order and all he has requested is the exception be documented, nothing is changing on the property. Commissioner Denizac stated the Commissioners have not had the opportunity to sit with staff, but she is against doing anything without knowing all the facts, she wants to see the plans mentioned by Mayor Masiarczyk and she recommended staff provide guidance.

Commissioner Nabicht stated the plan existed, staff did not want language in the Development Agreement or it would have been included, he supports the project, he can go the five (5) years and a future Commission could make the decision.

Commissioner Barnaby stated he took the time to do his due diligence, he spoke with staff, he visited the site, other cities getting economic development done, and the City minutia's the development to death.

Chris Bowley stated everyone wants development, there is logic involved, and he suggested putting a caveat on the agricultural zoning exemption which should include the timber plan of five (5) years and the applicant is following the timber plan per the property appraiser and it is following practices.

Mayor Masiarczyk opened the public hearing.

Carl Chamberlan, 2868 Forest Edge Dr., stated things keep changing all the time, the local hospitals very rarely go on diversion, the length of time it will take to build a hospital, his house being built in 1991, agree need tax dollars into the City, concerned about what will be built because it constantly changes, people breaking into the homes in the area and the need for the truth.

Eileen Beatty, 2876 Forest Edge Dr., stated she hopes the Commission would get the information before the meetings, the residents are for it if it is done right, the rumors of what may be built on the property, most residents not having privacy fences, the wildlife in the area, and the depth of the retention facility.

Kristofer Beatty, 2876 Forest Edge Dr., stated he abuts the property, he is not against the zoning change, but it is the development agreement attached to it, the Planning & Zoning Advisory Board being able to advise the Commission as to what is going to be developed, there not being a hospital built on the

property as the property stands today, having everything in writing, as long as a business fits within the zoning guidelines and what the Commission decides today will affect future development.

Mayor Masiarczyk closed the public hearing.

Commissioner Barnaby stated he understood the buffer would be a natural buffer and Mr. Paradise replied that is what the applicant has proposed, "natural vegetation".

Mr. Paradise stated staff is looking at incorporating MDP into the Development Agreement; 2nd issue is staff talked about changing the trip cap for Lot 12 to 5400 and the 3rd issue is something that came up in the first meeting on September 3rd regarding the agricultural use. He stated staff is suggesting the Commission can look at allowing silviculture or forestry with prescribed compliance with State best management practices also to limit that silviculture use for a five (5) year evaluation period of which the applicant would need to come back and approach the City Commission again. Finally with regards to Arbor Ridge and Timbercrest Subdivisions, the less intensive uses are intended to be located on the eastern side of the project with the more intensive uses clustered on the western side near the interstate. He stated there will be a 40 foot buffer and an enormous storm water management pond that separates the neighborhood from any development that occurs on that property.

Mayor Masiarczyk stated the Commission wants to incorporate natural vegetation for the 40 feet and he asked if the Commission was willing to have the Mrs. Vose propose a recommended motion on the items the Commission agrees on.

Mayor Masiarczyk called for a recess at 9:08 p.m. and reconvened at 9:25 p.m.

Ms. Vose stated this motion is acceptable to both City staff and with one (1) change by the applicant which she will point out when she gets to that place in the motion. Mrs. Vose read the motion as follows: To adopt Ordinance No. 17-2014, an amendment to rezone ±148.13 acres of land from Agriculture (A) and Industrial (I) to BPUD that is located at the northeast quadrant of the SR 472/Interstate 4 interchange, along the north side of Howland Boulevard, and within the Deltona Activity Center; with the designated 40 foot landscape buffer changed to natural vegetation and with the addition of a permitted use of silviculture/forestry utilizing best management practices as prescribed by the State of Florida for a period of staff recommends five (5) years and the attorney for the applicant recommends 11 years to be readdressed at the request of the property owner six (6) months prior to the expiration of the five (5) year period, and change the trip cap on Lot 12 from 4,997 trips to 5,400 trips and incorporate the Master Development Plan as presented on September 15, 2014 into the Development Agreement.

**Motion by Commissioner Nabicht, seconded by Commissioner Vice Mayor Herzberg to adopt Ordinance No. 17-2014, an amendment to rezone ±148.13 acres of land from Agriculture (A) and Industrial (I) to BPUD that is located at the northeast quadrant of the SR 472/Interstate 4 interchange, along the north side of Howland Boulevard, and within the Deltona Activity Center; with the designated 40 foot landscape buffer changed to natural vegetation and with the addition of a permitted use of silviculture/forestry utilizing best management practices as prescribed by the State of Florida for a period of five (5) years to be readdressed at the request of the property owner six (6) months prior to the expiration of the five (5) year period, and change the trip cap on Lot 12 from 4,997 trips to 5,400 trips and incorporate the Master**

**Development Plan as presented on September 15, 2014 into the Development Agreement at second and final reading.**

**Amended motion by Commissioner Barnaby to change it to eleven years and the amended motion died for lack of a second.**

Commissioner Denizac stated the public needs to know exactly the amount of money the City will be losing over the five (5) year period.

Commissioner Nabicht asked if Commissioner Denizac was referring to the tax exemption and Commissioner Denizac replied by making this change the City will be losing some funding for that five (5) year period. Commissioner Nabicht stated the change is not being made because the property is currently zoned agricultural, but if the property were to lose the exemption it would pay a higher tax rate. Commissioner Denizac asked for someone to explain the difference because this is a fight over money. Mayor Masiarczyk explained the property is exempt now and all the Commission is doing is extending the exemption, the City will not lose anything. Commissioner Denizac asked Mrs. Vose to comment and Mrs. Vose replied without the exemption there would be approximately $15,000 a year that would be paid to the City, but there would be a County portion and School Board portion and yes, they currently have the exemption, if they were to lose the exemption for whatever reason taxes would be owed and the City would receive approximately $15,000 a year.

Mayor Masiarczyk stated the property would have to consider the loss of tax monies every year, he strongly recommended the change from five (5) to the 10 to 11 years and follow the agreement as it states to the year 2025 with that exemption and once the lots are sold off they become taxable under the new owner. Mrs. Vose explained the benefits and the zoning with the agricultural uses would go with the land. Mr. Bowley clarified the benefits go with the land and when developed the property appraiser would make the determination. Mayor Masiarczyk stated if the hospital does not chose to go with the plan on that 12 acres then it would be taxed at the rate depending on what the property appraiser sets it at. Mr. Bowley stated there is an agricultural exemption that follows the timber plan but under the rezoning it will become something other than agriculture, it will be business planned unit development and it becomes a legally non-conforming use when you put agriculture inside the developers agreement and then the agricultural exemption is dictated by the property appraiser who checks the zoning, the timber plan and if not according to plan the exemption could be lost.

Vice Mayor Herzberg stated if the Commission grants the applicant's request permanently, the property appraiser still has the right to change it and Mr. Bowley replied that is correct.

Commissioner Barnaby asked how cows were allowed on the Epic Theater property and Mr. Bowley replied that is another property owner that applied for the agricultural exemption with the property appraiser and he explained briefly the process that occurred on the property.

Mayor Masiarczyk asked Mrs. Vose to read the motion again and Mrs. Vose read the motion as follows: I move to adopt Ordinance No. 17-2014, an amendment to rezone ±148.13 acres of land from Agriculture (A) and Industrial (I) to BPUD that is located at the northeast quadrant of the SR 472/Interstate 4 interchange, along the north side of Howland Boulevard, and within the Deltona Activity Center; with the designated 40 foot landscape buffer changed to natural vegetation and with the addition of a permitted use of silviculture/forestry utilizing best management practices as prescribed by the State of Florida for a period of five (5) years to be readdressed at the request of the

property owner six (6) months prior to the expiration of the five (5) year period, and change the trip cap on Lot 12 from 4,997 trips to 5,400 trips and incorporate the Master Development Plan as presented on September 15, 2014 into the Development Agreement, at second and final reading.

Commissioner Barnaby asked if voting yes for the motion would delay the project and Mr. Barfield replied the expenditures for silviculture and forestry have a longer life than five (5) years, there are other projections other than just City taxes and he is not asking the City to give any exemption, what he is talking about is a zoning issue the exemption is handled by the property appraiser and the City does not have the ability to provide or not provide exemptions, voting for the motion could delay the project, but it is the owners decision but if it is a significant monetary impact to the life of the project it could. Commissioner Barnaby echoed Mr. Barfield's concerns and stated there is no reason not to extend the five (5) year period to 11 years.

City Attorney Becky Vose read the title of Ordinance No. 17-2014.

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE OFFICAL ZONING MAP PURSUANT TO CHAPTER 110, SECTION 1101 OF THE CITY CODE OF ORDINANCES FOR PROPERTY TOTALING APPROXIMATELY ±148.13 ACRES LOCATED NORTH OF HOWLAND BLVD./SR 472 AND EAST OF INTERSTATE 4 IN THE DELTONA ACTIVITY CENTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

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| **Commissioner Barnaby** | **Against** |
| **Commissioner Bellizio** | **For** |
| **Commissioner Denizac** | **For** |
| **Commissioner Nabicht** | **For** |
| **Commissioner Schleicher** | **Against** |
| **Vice Mayor Herzberg** | **For** |
| **Mayor Masiarczyk** | **Against** |

Ordinance No. 17-2014 was adopted at 9:48 p.m.

**E. Public Hearing - Ordinance No. 24-2014, to amend alarm ordinance to include false fire alarms, at second and final reading.**

**Item was tabled to the October 6, 2014 meeting by the City Attorney.**

**F. Public Hearing - Ordinance No. 25-2014, Sales of Food on House of Worship Property, at second and final reading.**

**Item was tabled to the October 6, 2014 meeting by the City Attorney.**

**G. Public Hearing - Lake Baton Estates Phase Two; Final Plat Application (Project No. FP13-002).**

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

**Motion by Commissioner Denizac, seconded by Vice Mayor Herzberg to approve the Lake Baton Estates Phase Two Final Plat (Project No. FP13-002).**

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

**H. Ordinance No. 28-2014; Repealing Business Tax Receipt for Rental Properties, for first reading and to schedule second and final reading for October 6, 2014.**

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

**Motion by Vice Mayor Herzberg, seconded by Commissioner Barnaby to approve Ordinance No. 28-2014 at first reading, and to schedule second and final reading for October 6, 2014.**

City Attorney Becky Vose read the title of Ordinance No. 28-2014.

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, REPEALING ARTICLE VIII, "RENTAL PROPERTIES" OF CHAPTER 22, "BUSINESSES", OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA, REPEALING THE REQUIREMENT FOR BUSINESS TAX RECEIPT FOR RENTAL PROPERTIES; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

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

Ordinance No. 28-2014 was adopted at 9:51 p.m.

**I. Resolution No. 2014-31; Setting Registration Fees for Implementation of Deltona Rental Regulatory License Ordinance.**

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

Mayor Masiarczyk read the title of Resolution No. 2014-31.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, SETTING REGISTRATION FEES FOR IMPLEMENTATION OF DELTONA RENTAL REGULATORY LICENSE ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**Motion by Commissioner Schleicher, seconded by Commissioner Bellizio to adopt Resolution No. 2014-31 for Setting Registration Fees for Implementation of Deltona Rental Regulatory License Ordinance.**

Commissioner Barnaby stated he had asked Mrs. Vose to contact the President for the West Volusia Board of Realtors Jean Armstrong to get her input on this and Mrs. Vose replied she spoke with Ms.

Armstrong and she expressed she did not like the dollar amount of the fees because the fees were higher than the original business tax fee and had indicated she might be at the meeting tonight but was not. She stated the City is repealing the business tax and when the Commission had the presentation on residential blight the need for two (2) additional code officers came up, the consensus was the business tax receipt for rental properties should be raised to hire two (2) additional code officers, however, State Statutes does not allow that kind of increase. She stated the alternative to that would be a regulatory ordinance which was adopted and that ordinance reflects the fees would be set by resolution.

Commissioner Barnaby stated on the record, he does not wish this to be used as a revenue stream; the funds should go to the General Fund and not be earmarked for two (2) additional code officers. Mrs. Vose stated there is nothing in the ordinance or in the resolution that earmarks funds for additional code officers and this would be an appropriate way to generate money to the General Fund to cover those additional expenses. Commissioner Barnaby suggested the Commission table the item and look at the item more closely.

Vice Mayor Herzberg stated for the record, she did not agree with the business tax receipts for rental houses or these fees.

Commissioner Denizac asked if the funds generated by these fees would be used to hire the two (2) code enforcement officers and will those employees strictly oversee rental licenses or will those employees perform other duties and Mr. Baker replied the money will go into the General Fund not specifically for the code officers but the new code officers will pro-actively go out looking for code violations concentrating on rental homes to make sure they have a license.

Commissioner Nabicht stated the intent was to offset the cost of hiring the additional code officers, but not to pay for those officers and it depends on the number of code violations there are. He stated hopefully the idea behind code enforcement is a deterrence, to try and gain compliance and hopefully after working with the property managers the officers will educate the managers and compliance will come rather than enforcement.

Mayor Masiarczyk stated this resolution states clearly it is to offset the cost of implementation and not the hiring of two (2) or four (4) additional code officers and was a representative cost recommended by staff, the State allows the City to set regulatory fees but not to supplement the budget and staff will annually track taking the properties through the entire process and if there is a windfall the fees can be adjusted.

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

**Motion by Commissioner Schleicher, seconded by Commissioner Bellizio to adopt Resolution No. 2014-31 for Setting Registration Fees for Implementation of Deltona Rental Regulatory License Ordinance.**

Mayor Masiarczyk read the title of Resolution No. 2014-31.

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

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| **Commissioner Barnaby** | **For** |
| **Commissioner Bellizio** | **For** |

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| **Commissioner Denizac** | **Against** |
| **Commissioner Nabicht** | **For** |
| **Commissioner Schleicher** | **For** |
| **Vice Mayor Herzberg** | **Against** |
| **Mayor Masiarczyk** | **For** |

Resolution No. 2014-31 was adopted at 10:06 p.m.

**9. OLD BUSINESS:** None.

**10. NEW BUSINESS:**

**A. Request for consideration of request from Dennis Chaffers for reduction of fine from $320,900.00 assessed pursuant to Special Magistrate Case DEL-05-058.**

Commissioner Schleicher, advocated not waiving or lowering the fines, however, the cost exceeds the cost of the house.

**Motion by Commissioner Schleicher, it took nine years to remove the shed, Special Magistrate Charlie Cino put a cap on the fine and she would support that cap of $20,000 and motion died for lack of a second.**

Commissioner Nabicht asked why it took nine (9) years to come into compliance and Mr. Chaffers replied he did not know about it until he went to refinance his mortgage, there were two (2) letters sent to the home which he did not get.

Mr. Baker stated certified letters were returned unclaimed, the property was posted and a code officer did speak to someone at the home.

Commissioner Nabicht asked the cost of the shed and what it is used for and Mr. Chaffers replied 8X10 and cost about $500-$600, to store lawn mower and tools.

**Motion by Commissioner Nabicht for $2,500 to be paid within a maximum of 120 days or fine reverts back to the maximum cap of $20,000 and the motion died for lack of second.**

Vice Mayor Herzberg asked how much was invested in this code issue and Mr. Baker replied $1,000 would more than cover expenses, 2-3 certified letters were sent and a couple of trips were made to the property and that is why Mr. Cino recommended the fine of $1,000.

**Motion by Vice Mayor Herzberg, seconded by Commissioner Barnaby to grant the request of Dennis Chaffers for a reduction of the fine concerning Case No. DEL-05-058 for the property located at 2457 Shiprock Court, Deltona, Florida, to the sum of $1,000 to be paid within 30 days (October 15, 2014) or the fine(s) revert(s) back to the original amount.**

Commissioner Barnaby stated he was amazed that code officers only made two trips and Mr. Chaffers replied he has lived in the house since 1999. Commissioner Barnaby called Mr. Chaffers' mom to the podium and he asked if she would write a check to the City Clerk tonight for $1,000. Mayor Masiarczyk stated there has not been a vote yet. Mrs. Chaffers, 3588 Lake Diana Drive, stated she

picks up the children, collects the mail, never saw the notices sent by the City and found out about the issue on August 6th. Commissioner Barnaby stated he meant no disrespect with regards to his request; he wanted to see the issue resolved.

Commissioner Bellizio stated this is pathetic, how can the Commission operate the City on a fine for over $300,000 being lowered to $1,000 and he asked what the cap was. Mr. Baker replied $20,000 which was started by Mr. Cino some time ago to try to stop these types of fines. Commissioner Bellizio stated he hopes City staff has a mechanism in place to avoid this and he apologized to the homeowners.

Mayor Masiarczyk asked if there were any other known code violations on the property and Mr. Chaffers replied not that he knows of.

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

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| **Commissioner Barnaby** | **For** |
| **Commissioner Bellizio** | **For** |
| **Commissioner Denizac** | **For** |
| **Commissioner Nabicht** | **Against** |
| **Commissioner Schleicher** | **Against** |
| **Vice Mayor Herzberg** | **For** |
| **Mayor Masiarczyk** | **For** |

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

**12. CITY MANAGER COMMENTS:**

Acting City Manager Dale Baker stated he would like to schedule a workshop with the Council on Aging (COA) to discuss improvements at the center because a roof is needed on the facility; there is money in the budget and he would like some direction on what improvements the City wants to do.

Mayor Masiarczyk stated there are changes being made on the COA and it may behoove the Commission to have a workshop first and wait to do a joint meeting as the current director is leaving the organization.

Mr. Baker stated the Lobbyist is coming on October 6th at 5:30 p.m. before the regular Commission meeting and Mayor Masiarczyk asked the City Clerk to send out a couple of notices advertising the meeting.

**A. Lobbyist Update:**

**13. CITY COMMISSION COMMENTS:**

a) Commissioner Barnaby stated he would like to stay on the Commission after his irrevocable resignation date and a simple vote of the Commission could do that with his term starting January 1, 2015 for the remainder of his original term to expire November, 2016.

Mrs. Vose stated the City Charter states the Commission would appoint someone to the vacancy within 30 days of the vacancy which is December 31, 2014.

Commissioner Denizac asked Mrs. Vose to look at it further and Mrs. Vose replied he will be eligible, but it needs to become vacant and then it can be filled. Vice Mayor Herzberg asked Mrs. Vose if she could put the whole process in writing to clear up any misconceptions by the Commission and the general public.

b) Commissioner Denizac said Good Night, God Bless Deltona.

c) Commissioner Nabicht stated there was a great article in the News Journal for the Fire Department giving back to the Orange City community by raising money for the Childhood Cancer Foundation by raising $6,000 by shaving heads and mustaches.

d) Commissioner Nabicht stated he would like the Commission to look at the way the Christmas holiday falls and to authorize the City Manager permission to grant staff the extra day off for the holidays, December 26th.

e) Commissioner Nabicht stated Mr. Everson cautioned the Commission for trying to pull the wool over the public's eyes by forcing residents to connect to sewer and he has never heard the Commission say it was going to make the residents connect to sewer. He stated the Commission and staff had the foresight to see that there is an aging infrastructure and an aging sewer plant that is almost at capacity. He stated the Commission needs to look 50 years forward at economic development and the growth of this community for secured funds to install a wastewater plant to serve the community and surrounding areas at a cost of $24 million, what will be the return to the City is unknown, but there will be a significant return to the community. He stated nobody on the Commission intends to require existing residential properties to connect to a sewer system but if the State requires it the infrastructure will be in place to do so, it is impossible to think the Commission would put the burden of paying for the hookups on the backs of the residents, there would need to be long term funding from the Federal Government to make it affordable, nobody on this Commission would put someone in poverty, in time the City will have to look at alternative methods for capturing and removing sewer. He stated he takes great exception to Mr. Everson's comments that anyone on the Commission took a kickback and he takes great personal exception to his comments.

d) Commissioner Bellizio stated the Commission needs to be respectful to each other and the public and to be cognoscente of that when people step up to the podium.

e) Commissioner Schleicher stated she attended the ribbon cutting at the RaceTrack, she agreed with Commissioner Nabicht's comments and if sewers come in it will not be at the decision of the Commission, sewers have been talked about for years and the decision is coming from the State of Florida.

f) Vice Mayor Herzberg stated Florida League of Cities (FLOC) has two (2) events, other cities have done walk with a manager, invited schools to do tours and she would like the City to do something and she has sent contact information to Mr. Baker on it.

Vice Mayor Herzberg stated she chose to participate on the FLOC Legislative Policy Committee, had 1st meeting Friday, talked about upcoming bills, more than likely one of the policy statements from the board is going to be the septic tank issue and if Amendment #1 passes it will specifically dedicate one-third (1/3) of the real estate Doc Stamps toward springs and water cleanup including septic tanks and

Senator Simmons has a worst first policy. She stated Senator Simmons will speak this Saturday on Amendment #1, we cannot afford the infrastructure and it has to come from a dedicated funding source from the State and Federal Governments, we have 26,000 septic tanks, 90,000 in Volusia County.

g) Commissioner Denizac stated the City needs to fight the requirement to move to sewer, unite forces and fight the State, if the Commission needs to go to Tallahassee then it needs to go, and she will fight it all the way through.

h) Mayor Masiarczyk thanked Mr. Everson and he stated Mr. Everson has the right to vent like anyone else, at least the Commission talked about the issue and the City is going to fight it tooth and nail, when manatees become more important than people then there is a problem, attended a meeting of the joint meeting, he did not speak at the meeting, Volusia Council of Governments/Volusia League of Cities (VCOG/VLOC) took action, he saw at the meeting Dr. Bill Partington Deputy Vice Mayor of Ormond, put out an email asking everyone to respond, he is not suggesting not to respond but if you think you know what is going on you have no idea, he feels good about tonight's meeting knowing what is going on there, Vice Mayor Herzberg did the City well and proud, you can ask questions and respond but you are only getting one person's opinion which he felt was not the majority of everyone at the table and will be brought before us again, we are represented well at VCOG/VLOC, he attended the RaceTrack ribbon cutting and it was really nice to see how a corporate headquarters does an open house, went off without a hitch.

Commissioner Barnaby stated he will be attending the VLOC.

Mayor Masiarczyk stated there has been some confusion, the City pays for the VLOC and guest for anyone one (1) of the Commission who wants to go, any other events it is the Commissioner's responsibility to pay for it up front and if the Commissioner cannot afford to pay up front the requests should be submitted under that Commissioner's name and have a check cut to the organization that is putting on the event and fill out a travel voucher.

Commissioner Nabicht stated he thought the Commission made a decision to move the podium over by the City Clerk's table and the Commission agreed.

## 14. ADJOURNMENT:

There being no further business, the meeting adjourned at 10:48 p.m.

**John Masiarczyk Sr., Mayor**

**ATTEST:**

**Janet Day, Deputy City Clerk**

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - A

**SUBJECT:** Presentation - Super Star Student of the Month Certificates for August/September, 2014.

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**LOCATION:** N/A

**BACKGROUND:** Superstar Student of the Month awards for August/September 2014, will be presented to:

1. Deltona Lakes Elementary, Hannah Mayall, 2nd Grade
2. Discovery Elementary, Genesis Hernandez, 5th Grade
3. Friendship Elementary, Andre Pruitt, 5th Grade
4. Pride Elementary, Kenny Pickens, 2nd Grade
5. Sunrise Elementary, Tranyce Payne, 5th Grade
6. Timbercrest Elementary, Kyra Clayton, 1st Grade
7. Deltona Middle, Citlali Jimenez, 8th Grade
8. Galaxy Middle, Jose Calvillo, 7th Grade
9. Heritage Middle, Sage Schaeffer, 8th Grade
10. Deltona High, Melanie Leisen, 12th Grade
11. Pine Ridge High, Kashiona Dunlap, 12th Grade

**ORIGINATING DEPARTMENT:** City Manager's Office

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:** N/A - Presentation Only.

**POTENTIAL**

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| **MOTION:** | N/A - Presentation Only. |
| **AGENDA ITEM APPROVED BY:** | Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Super Star Student Achievements |

**Super Star Students Read File – September 2014 presented on October 6, 2014.**

| Teacher | School | Student | Grade | Reading Comments on Student Achievements |
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| Mrs. Colleen Phillips | Deltona Lakes Elementary | Hannah Mayall | 2nd | Hannah Mayall, a 2nd grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:<br>• Hannah is a very bright child. She earned all pluses in Kindergarten and 1st grade. Hannah earns 100% on almost everything she does.<br>• Hannah is a Girl Scout. She often shares the ideas or projects they are working on with the class. She is a model of what a good citizen should be at all times. Hannah is concerned about the environment. She shares these ideas with her peers.<br>• Hannah is a good peer tutor. She is kind and patient with her classmates. Hannah is always willing to help anyone who needs a hand. |
| Mr. Daly | Discovery Elementary | Genesis Hernandez | 5th | Genesis Hernandez, a 5th grade student at Discovery Elementary School, is receiving a Super Star certificate for:<br>• Academic excellence and excellent study skills.<br>• She is responsible and an outstanding school citizen and safety patrol.<br>• Genesis is very kind to her teacher, peers, and family. |

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| Mrs. Watson | Friendship Elementary | Andre Pruitt | 5th | Andre Pruitt, a 5th grade student from Friendship Elementary, is receiving a Super Star certificate for:<br>• He is an outstanding school citizen; he is a Safety Patrol who goes "above and beyond".<br>• Andre is very helpful to all and especially kind to our primary children.<br>• Andre performs at a high academic level; his grades are well above average. |
| Mrs. Bjorkland | Pride Elementary | Kenny Pickens | 2nd | Kenny Pickens, a 2nd grade student at Pride Elementary School, is receiving a Super Star certificate for:<br>• Academic achievement and excellent study skills.<br>• He is responsible and a positive role model.<br>• Kenny is very helpful to his teacher and classmates.<br>• He is also a great motivator for those around him. |
| Mrs. Willis | Sunrise Elementary | Tranyce Payne | 5th | Tranyce Payne, a 5th grade student from Sunrise Elementary School, is receiving a Super Star certificate for:<br>• Academic excellence and excellent study skills.<br>• She is responsible and an outstanding school citizen.<br>• She is helpful to her peers.<br>• She is engaged in her tasks and asks questions for a deeper understanding.<br>• She is proactive and takes initiative.<br>• She is a fantastic problem solver.<br>• She is kind and considerate.<br>• She has outstanding thinking skills.<br>• She is a leader and role model to others. |

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| Ms. Scorpio | Timbercrest Elementary | Kyra Clayton | 1st | Kyra Clayton, a 1st grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:<br>• Kyra is a role model and works hard to do her best in all areas.<br>• If Kyra sees someone in need, she is there to help.<br>• Kyra is a team player at all times.<br>• She is trustworthy and a great citizen. |
| Deltona Middle | Deltona Middle | Citlali Jimenez | 8th | Citlali Jimenez, a 8th grade student from Deltona Middle School is receiving a Super Star certificate for:<br>• Citlali is an outstanding 8th grader at Deltona Middle School!<br>• As an AVID student, she is an exceptional student who is a positive role model for all the other students on our campus.<br>• Citlali is in advanced classes, including Algebra II, where she currently has straight A's.<br>• She is a great asset to our Charger family. |
| Mrs. Hill | Galaxy Middle | Jose Calvillo | 7th | Jose Calvillo, a 7th grade student from Galaxy Middle School is receiving a Super Star certificate for:<br>• Academic excellence and excellent study skills.<br>• He goes above and beyond what is asked of him without hesitation.<br>• Jose is always trying, always smiling and so polite to both adults and other students.<br>• Jose is a great example to his peers and a joy to have in class! |

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| Mrs. Doran, Mrs. Jovanovic, Mrs. Dempsey, Mr. Holland, Mr. Dunaway & Ms. Mantzke | Heritage Middle | Sage Schaeffer | 8th | Sage Schaeffer, a 8th grade student from Heritage Middle School is receiving a Super Star certificate for:<br>• Sage is an exemplary student role model.<br>• She is respectful, responsible, creative and self-motivated.<br>• She demonstrates a high-quality work ethic, and puts forth 100% effort at all times! |
| Mrs. Brandy Meadows | Deltona High | Melanie Leisen | 12th | Melanie Leisen, a 12th grade student from Deltona High School is receiving a Super Star certificate for:<br>• Class Rank 11, GPA 4.14<br>• Volunteer hours 183<br>• When addressing a gathering of peers, she is able to simplify her expression to ensure that she is unequivocal. Leadership should not be measured by how many offices you hold, however Melanie holds the treasurer position with HOSA, yet by the character you exhibit when pushed to the limit and others are depending on you. She is clearly a woman with a vision. There have been occasions when she has made startling observations and predictions about many of the occurrences that may take place in her life. Only time will tell whether she is correct in her life determining assumptions, but the ability to do so is astounding. Moreover, her ability to correlate huge quantities of information and discern the underlying trends is indicative of her vision. Melanie is well equipped to grow from challenges that she will be presented with. Her patience, strength, and leadership qualities, have prepared her beautifully. |

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| Mrs. Moores | Pine Ridge High | Kashiona Dunlap | 12th | Kashiona Dunlap, a 12th grade student from Pine Ridge High School, is receiving a Super Star certificate for:<br>• Doing an excellent job volunteering in and assisting a number of diverse learners in a Food Nutrition and Wellness Class.<br>• She has gone above and beyond to help ALL of the students feel a part of the class and succeed in learning the course content.<br>• She has created a bond with those students who need her and they ask for her when she is not there. |

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dake Baker, Acting City Manager **AGENDA ITEM:** Item 5 - B

**SUBJECT:** Proclamation - Deltona Professional Fire Fighters Local 2913 Fire Fighter Appreciation Day - October 6, 2014.

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| **LOCATION:** | City - Wide |
| **BACKGROUND:** | A Proclamation for Deltona Professional Fire Fighters Local 2913 Fire Fighter Appreciation Day October 6, 2014 for their service to the Muscular Dystrophy Association. |
| **ORIGINATING DEPARTMENT:** | City Manager's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | N/A - Proclamation only. |
| **POTENTIAL MOTION:** | N/A - Proclamation only. |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Fire Proclamation |

***WHEREAS,*** *the Deltona Professional Fire Fighters Local 2913 exemplifies the most time-honored American ideals of public service and sacrifice, protecting the citizens of our community from tragedy on the home front; and*

***WHEREAS,*** *the Deltona Professional Fire Fighters Local 2913 members are highly trained and dedicated individuals who demonstrate daily an extraordinary caliber of character and courage in the face of danger; and*

***WHEREAS,*** *the Deltona Professional Fire Fighters Local 2913 members selflessly donate their time and energy to supporting the battle against muscular dystrophy by Filling the Boot each year for the Muscular Dystrophy Association; and*

***WHEREAS,*** *in the past ten years, the Deltona Professional Fire Fighters Local 2913 has raised more than $85,000 for Muscular Dystrophy Association through the annual Fill the Boot campaign; and*

***WHEREAS,*** *the Professional Fire Fighters Local's 2913 endless service to the Muscular Dystrophy Association has given so much hope for families fighting neuromuscular diseases.*

***NOW, THEREFORE****, I, John Masiarczyk, Mayor of the City of Deltona, Florida, do hereby proclaim October 6th, 2014, as*

***"DELTONA PROFESSIONAL FIRE FIGHTERS LOCAL 2913***
***FIRE FIGHTER APPRECIATION DAY"***

***EXECUTED*** *this 6th day of October, 2014.*

_____
*John Masiarczyk, Mayor*

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dake Baker, Acting City Manager **AGENDA ITEM:** 5 - C

**SUBJECT:** Proclamation - Domestic Violence Awareness Month - October, 2014.

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| | |
|---|---|
| **LOCATION:** | City - Wide |
| **BACKGROUND:** | A Proclamation for Domestic Violence Awareness Month October 2014 to work towards the elimination of domestic violence both nationally and internationally. |
| **ORIGINATING DEPARTMENT:** | City Manager's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | N/A - Proclamation only. |
| **POTENTIAL MOTION:** | N/A - Proclamation only. |
| **AGENDA ITEM APPROVED BY:** | Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Domestic Violence Awareness Month |

***WHEREAS,*** *1 in every 4 women will experience domestic violence during her lifetime; and*

***WHEREAS,*** *approximately 15.5 million children are exposed to domestic violence every year; and*

***WHEREAS,*** *the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and*

***WHEREAS,*** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and*

***WHEREAS,*** *victims should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law; and*

***WHEREAS,*** *victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and*

***WHEREAS,*** *we encourage domestic violence victims and their families to seek assistance from appropriate victims' services organizations including the National Domestic Violence Hotline (1-800-799-SAFE), the Florida Domestic Violence Hotline (1-800-500-1119) or the Domestic Abuse Council Inc. (386-255-2102); and*

***WHEREAS,*** *local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education; and*

***WHEREAS,*** *the United States President and Congress as well as other federal agencies have expressed a commitment to eliminating domestic violence both nationally and internationally.*

***NOW, THEREFORE****, We, the Mayor and City Commission of Deltona, Florida, do hereby proclaim October 2014, as*

## *"DOMESTIC VIOLENCE AWARENESS MONTH"*

*and encourage all citizens to speak out against domestic violence and support local efforts to assist victims of these crimes in finding the help and healing they need.*

***EXECUTED*** *this 6th day of October, 2014.*

_____

*John Masiarczyk, Mayor*

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - D

**SUBJECT:** Presentation by Deltona's Lobbyist.

---

**LOCATION:** N/A

**BACKGROUND:** At the Regular City Commission Meeting held on Monday, August 18, 2014 the Commission requested a workshop with the City's Lobbyist to discuss what is anticipated in the next coming year and for the Commission to provide direction to the Lobbyist as to what to look at next year. The City Commission also requested a presentation at the Regular Commission Meeting on Monday, October 6, 2014 to review this past year's Legislative Session.

**ORIGINATING DEPARTMENT:** City Manager's Office

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:** N/A - Presentation Only.

**POTENTIAL MOTION:** N/A - Presentation Only.

**AGENDA ITEM APPROVED BY:**

Dale Baker, Acting City Manager

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - E

**SUBJECT:** Presentation by The Volusia Manufacturer's Association (VMA) on the status of manufacturing in Volusia County.

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| | |
|---|---|
| **LOCATION:** | N/A |
| **BACKGROUND:** | Volusia Manufacturer's Association (VMA) was founded by Manufacturers from Manufacturers in 1980, this vibrant manufacturing community connects people to great ideas and people to inspire leadership and achievement in Volusia and Flagler Counties and the surrounding areas. This 34 year old manufacturers trade alliance has the power to transform the stature and development of the area's manufacturers. |
| **ORIGINATING DEPARTMENT:** | City Manager's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | N/A - Presentation Only. |
| **POTENTIAL MOTION:** | N/A - Presentation Only. |
| **AGENDA ITEM APPROVED BY:** | Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • VMA Presentation |

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

# Deltona
# City Commission

## October 6, 2014

## October is Manufacturing Month

...your **V**alue-added **M**anufacturing **A**lliance

# Universal Packaging Ultra Speed

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

Thompson Pump – makes pumps used around the world. Seen at the Panama Canal.

...your **V**alue-added **M**anufacturing **A**lliance

# Costa Sunglasses

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

# Florida Production Engineering- Hubcaps

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

# Fox Mattress

...your **V**alue-added **M**anufacturing **A**lliance

# Performance Designs – parachutes

...your **V**alue-added **M**anufacturing **A**lliance

# Silversphere – “I’ve fallen and I can’t get up!”

Call buttons

...your **V**alue-added **M**anufacturing **A**lliance

# Lots of Boats

VMA

...your Value-added Manufacturing Alliance

# Manufacturing Facts

- Based on employment, the manufacturing sector represents about 7 percent of the market with over 450 manufacturers in Volusia County? The average local manufacturer employs 21 people. Large employers have several hundred and there is an occasional one-two man shop.

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

- We have major players in the world-wide arena: Teledyne Oil and Gas helped close the 2010 oil spill in the Gulf of Mexico; Hudson Technologies sends products into space; and Sparton Electronics products helps locate black flight boxes from ocean floors.

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

- The manufacturing sector's average wage is $48,000 resulting in a total manufacturing payroll of close to $400 million per year. Employee pay rates average $20/hour which is a 12% change over last year's average. Forty - nine FL counties having lower average manufacturing wages. Volusia ranks 10th of the 67 FL counties in total number of manufacturing jobs.

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

- The number of local manufacturing jobs is growing at approximately 3% per year, which is greater than the state average for job growth. The number of jobs added to manufacturing places Volusia in 4th place among all 67 counties in FL for 2013-2014.

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

- The number of employees in manufacturing is 10% currently greater than in construction. Skilled machinists, CNC operators, welders, quality engineers needed right now and in the future.

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

# Spreading the Word

- Kicked off Manufacturing Month with our Manufacturers Showcase on October 2nd.
- Manufacturers speaking to the city and county councils and commissions
- Manufacturers speaking to high school and college students.
- Two plant tours scheduled: one in New Smyrna Beach at Momentive; and in one DeLand at Duraline.
- Manufacturers working with manufacturing related academies on design projects.
  - Teledyne Oil & Gas will be working with New Smyrna Beach HS's Academy of Engineering
  - Mainland HS Academy of Simulation and Robotics are designing a Whack-A-Crab – like Whack a Mole, will be working with Bob's Space Racers
  - Spruce Creek HS Academy of Information Technology and Robotics will be doing an assembly line project.

...your **V**alue-added **M**anufacturing **A**lliance

# About VMA

The VMA has represented manufacturing in this area for 34 years. Our membership is a representation of the 450 local manufacturers. The VMA is an advocate for greater growth and awareness of the local manufacturing community. Founded by Manufacturers for Manufacturers in 1980, this vibrant manufacturing community connects local residents to great ideas and people to inspire leadership and achievement in Volusia and Flagler Counties and the surrounding areas.

...your **V**alue-added **M**anufacturing **A**lliance

# The Ask

We believe that manufacturing is the cornerstone of the county's economic vitality. We are on a mission to spread the word that manufacturing is thriving, offers great careers and makes an impact on the health of our economy. We want to add you to our list of cheerleaders. Can we county on you?

VMA

*...your **V**alue-added **M**anufacturing **A**lliance*

More information on manufacturing at VMAonline.com

Thank You!

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 7 - A

**SUBJECT:** Request for approval of the Long Term Facility Use Agreement with the Boys & Girls Club of Volusia/Flagler Counties.

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**LOCATION:**

Harris M. Saxon Park, 2329 California Street, Deltona, FL 32725

**BACKGROUND:**

The Boys & Girls Club of Volusia/Flagler Counties is a Florida non-profit organization who has maintained a Long Term Facility Use Agreement with the City of Deltona for the use of the facilities at the Harris Saxon Park since 2006.

The Club meets weekdays (Monday-Friday) from 2:00-6:00 PM in the Meeting Rooms and Main Hall of the facility. The Club has met the criteria requirements for a Long Term Facility Use Agreement with the City. As a non-profit corporation providing services to the Community for after school activities, tutoring and mentoring for the youth at risk, the Boys & Girls Club is asking the Commission to waive all fees.

**ORIGINATING DEPARTMENT:**

Parks Recreation

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Acting City Manager, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

Steve Moore, Parks and Recreation Director - To approve the Long Term Facility Use Agreement with the Boys & Girls Club of Volusia/Flagler Counties for use of the Harris M. Saxon Park facility, and to authorize a waiver of fees for such usage.

**POTENTIAL MOTION:**

"I move to approve the Long Term Facility Use Agreement

with the Boys & Girls Club of Volusia/Flagler Counties for use of the Harris M. Saxon Park facility for a period of one (1) year, with the option for a total of three (3) one-year renewals upon written agreement of both parties."

**AGENDA ITEM APPROVED BY:**

_____

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Boys & Girls Club
- Facility Use Agreement

September 12, 2014

Steve Moore
Director of Parks & Recreation
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Dear Steve,

As we discussed, the Boys & Girls Clubs of Volusia/Flagler Counties would like to again request use of the Harris Saxon community center to operate in Deltona. Our current Club and level of service depends on the partnership with the City of Deltona for the facility. The facility at Harris Saxon is ideal to serve large groups of youth from Friendship Elementary and the community and give them a safe place with access to caring adults and hope an opportunity for a better future. We ask that you consider supporting us at the same level in the year ahead.

As an organization we were founded here in Deltona in 1992 and have expanded to seven other sites throughout Volusia and Flagler Counties. All of these partnerships from Edgewater to Palm Coast to Daytona to DeLand give our organization the use of facility free of cost because of the program and people we put in the facility to serve the youth and families that need our help. Currently government funding from 11 sources funds 61% of our operations. This year we are facing some critical challenges with the loss of $525,000 in Department of Education 21st Century Community Learning Center funding and $100,000 from the Department of Juvenile Justice.

Last year the Harris Saxon Club served 215 youth, operated 1,315 hours with an average daily attendance of 68 youth while kids spent 81,102 hours at the Club. This Club cost $209,565 to operate with four staff, three tutors, subcontracted transportation, insurance, supplies, snacks etc. Staff collected $553 in membership fees, $530 in donations and $10,000 from CDBG to offset these costs. Nearly a quarter of our revenue is from corporate and individual donations with few from Deltona. As you can see the Boys & Girls Club is pulling together support from across the community to make a difference and we thank you for your consideration of this request. Because of our partnership with the City of Deltona to utilize the building we have a strong Boys & Girls Club serving youth and families five days week year round. Please contact me if you have any questions or wish to discuss further.

Sincerely,

Joe Sullivan
Chief Professional Officer

**GREAT FUTURES START HERE.**

***LEAVE A LEGACY AND CHANGE A CHILD'S LIFE***

***Please remember the Boys & Girls Clubs in your estate planning***

**BOYS & GIRLS CLUBS**
OF VOLUSIA/FLAGLER COUNTIES

**Boys & Girls Clubs**
**of Volusia/Flagler Counties**
101 North Woodland Blvd., Ste. 400
DeLand, Florida 32720
Tel. (386) 734-0555
Fax (386) 738-2140
www.bgcvfc.org

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*President*
Chris Perkins
*President Elect*
Candace Lankford
*Past President*
James Callender
*Vice President - Flagler*
John Brooks
*Vice President - Halifax*
Jason Larkin
*Vice President - Southeast Volusia*
Sabrina Brees
*Vice President - West Volusia*
Fred Costello
*Vice President - National & State Relations*
Van Canada
*Vice President - Operations*
Molly Justice Wainscott
*Vice President - Outreach Services*
Bruce Teeters
*Vice President - Support Services*
Tom Wilt
*Vice President - Resource Development*
John Penny
*Vice President - Government Relations*
Stan Dembkoski
*Chairman - Planned Giving*
Ed Lacey
*Chairman - Leadership Giving*
Ron Nowviskie
*Treasurer*

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Morgan Gilreath
Lonnie Groot
Heidi Herzberg
Dorothy Hukill
Sheriff Ben Johnson
Joyce Johnson
Vonzelle Johnson
R.J. Larizza
Thomas J. Leek
Sheriff Jim Manfre
Janet Martinez
Nate McLaughlin
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Bruce Rossmeyer
Tom Staed

**CHIEF PROFESSIONAL OFFICER**
Joseph D. Sullivan

United Way Volusia-Flagler Counties

BGCVFC
2014 Board Members Listing for Grants

| | Last Name | First Name | Residence City and Zip Code | Gender/Race/ Ethnicity | Board Position | Business Affiliation | Date Appointed |
|---|---|---|---|---|---|---|---|
| 1 | Alexander | Joie | DeLand, 32720 | Female/White | Member | Retired | 2/1/2005 |
| 2 | Baynes | Chris | Daytona Beach, 32114 | Male/White | Member | Daytona International Speedway | 2/1/2012 |
| 3 | Bonner | Gary | Oveido, Fl. 32765 | Male/White | Member | ImediaReach | 2/1/2014 |
| 4 | Brees | Sabrina | DeLand, 32720 | Female/White | Vice President- West Volusia | Dreggors Construction | 2/1/2010 |
| 5 | Brooks | John | Daytona Beach, 32114 | Male/White | Vice President - Halifax | International Speedway Corporation | 2/1/2006 |
| 6 | Burton | Vernon | Lake Helen, 32744 | Male/Black | Member | Lake Helen City Commissioner | 2/1/2014 |
| 7 | Callender | James | Palm Coast, 32137 | Male/Black | Vice President - Flagler | Retired Firefighter | 2/1/2003 |
| 8 | Canada | Van | DeLand, 32720 | Male/White | Vice President - Operations | Daytona State College | 2/1/2011 |
| 9 | Conte | Judy | Ormond Bch, 32176 | Female/White | Member | Volusia County School Board | 2/1/1999 |
| 10 | Costello | Fred | Ormond Bch, 32176 | Male/White | Vice President Nat'l & State Relations | Dentist | 2/1/2012 |
| 11 | Dablow | Dan | Daytona Bch, 32118 | Male/White | Member | Hospitality | 2/1/2013 |
| 12 | Dembkoski | Stan | Daytona Beach Shores, 32119 | Male/White | Vice President - Planned Giving | Retired | 2/1/2014 |
| 13 | Denys | Deborah | DeLand, Fl. 32720 | Female/White | Member | Volusia County Council | 2/1/2014 |
| 14 | Doan | Theresa | Daytona Beach, 32118 | Female/White | Member | Doan Management | 2/1/1999 |
| 15 | Dolan | Susie | Sanford, 32771 | Female/White | Member | Waste Pro | 7/18/2013 |
| 16 | Dyck | Taryn | DeLand, 32723 | Female/White | Member | Bright House Networks | 2/1/2013 |
| 18 | Fleishel | Tom | DeLand, 32720 | Male/White | Vice President -West Volusia | Fleishel Financial | 2/1/2002 |
| 19 | Gilreath | Morgan | DeLand, 32724 | Male/White | Member | County Property Appraiser | 2/1/2004 |
| 20 | Groot | Lonnie | Deltona, 32725 | Male/White | Member | Attorney | 2/1/2012 |
| 21 | Haber | Lucas | Daytona Beach, 32114 | Male/White | President | Merrill Lynch | 2/1/2005 |
| 22 | Herzberg | Heidi | Deltona, 32725 | Female/White | Member | City of Deltona | 2/1/2013 |
| 23 | Hukill | Dorothy | Port Orange, 32127 | Female/White | Member | State Senator Dist. 8 | 2/1/2014 |
| 24 | Johnson | Joyce | Ormond Beach, 32174 | Female/Black | Member | Daytona Beach Housing Authority | 1/7/2011 |
| 25 | Johnson | Sheriff Ben | DeLand, 32721 | Male/White | Member | Volusia County Sheriff | 2/1/2002 |
| 26 | Johnson | Vonzelle | DeLand, 32720 | Male/Black | Member | City of DeLand | 2/1/2013 |
| 27 | Justice | Molly | New Smyrna Beach, 32168 | Female/Asian | Vice President - Outreach Services | Communications Director Embry Riddle Aeronautical University | 2/1/2003 |
| 28 | Lacey | Ed | DeLand, 32724 | Male/White | Vice President - Leadership Giving | Retired-DeLand Ford | 2/1/1999 |
| 29 | Lankford | Candace | DeLand, 32724 | Female/White | Past President | Volusia County School Board | 2/1/2007 |
| 30 | Larizza | R.J. | Daytona Beach, 32114 | Male/White | Member | State Attorney | 2/1/2014 |
| 31 | Larkin | Jason | New Smyrna Beach, 32168 | Male/White | Vice President - Southeast Volusia | Dentist | 4/1/2010 |
| 32 | Leek | Tom | Daytona Beach, 32115 | Male/White | Member | Attorney | 2/1/2013 |
| 33 | Manfre | Sheriff Jim | Flagler Beach, 32136 | Male/White | Member | Flagler Sheriff | 2/1/2013 |
| 34 | Martinez | Janet | DeLand, 32720 | Female/Hispanic | Member | Attorney | 2/1/2004 |
| 35 | McLaughlin | Nate | Flagler Beach, 32136 | Male/White | Member | Flagler Commissioner | 2/1/2013 |
| 36 | Nowviskie | Ron | Ormond Beach, FL 32174 | Male/White | Treasurer | Retired-Root Company | 2/1/1999 |
| 37 | Patterson | Pat | DeLand, 32720 | Male/White | Member | State Representative | 2/1/2004 |
| 38 | Peer | Pam | Daytona Bch, 32114 | Female/White | Member | Director Embry Riddle Aeronautical University | 2/1/2013 |
| 39 | Penny | John | Holly Hill, 32117 | Male/White | Vice President - Government Relations | Allstate | 2/1/2012 |
| 40 | Perkins | Chris | Holly Hill, 32117 | Male/White | President Elect | SunTrust Bank | 2/1/2007 |

BGCVFC
2014 Board Members Listing for Grants

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 41 | Reed | Paula | Daytona Bch, 32114 | Female/White | Member | City of Daytona Beach | 2/1/2013 |
| 42 | Rossmeyer | Will | Ormond Beach, 32176 | Male/White | Member | Daytona Harley Davidson of Destination Daytona | 2/1/2010 |
| 43 | Santiago | David | Deltona, 32725 | Male/Hispanic | Member | State Representative Dist. 27 | 2/1/2014 |
| 44 | Spraker | Karen | Daytona Beach,32114 | Female/White | Member | Crow Radion | 2/1/2013 |
| 45 | Teeters | Bruce | Daytona Beach, 32120 | Male/White | Vice President - Support Services | Consolidated Tomoka | 2/1/1999 |
| 46 | Tolland | Chris | Daytona Beach, 32114 | Male/White | Member | Brown & Brown | 2/1/2014 |
| 47 | Volenec | Larry | Daytona Beach, 32114 | Male/White | Member | Florida Power & Light | 2/1/2012 |
| 48 | Williams | Janet | Deltona, 32725 | Female/Black | Member | Retired | 2/1/2000 |
| 49 | Wilt | Tom | DeLand, 32724 | Male/White | Vice President - Resource Development | Retired | 2/1/2011 |
| 50 | Winchell | Kevin | DeLand, 32720 | Male/White | Member | Stetson University | 2/1/2013 |
| 51 | Zimmer | Karen | DeLand, 32720 | Female/White | Welcome Home | Realtor | 2/1/2014 |

BOYSG-1 OP ID: SZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2014

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

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

PRODUCER
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412
Joann Keenan

CONTACT NAME: STEPHANIE REYNOLDS
PHONE (A/C, No, Ext): 386-239-4058 FAX (A/C, No): 386-323-9110
E-MAIL ADDRESS: SREYNOLDS@BBDAYTONA.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Comp Options Ins Co | 10834 |
| INSURER B : Philadelphia Indemnity Ins Co | 18058 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
BOYS & GIRLS CLUBS OF VOLUSIA/
FLAGLER COUNTIES
101 WOODLAND BLVD STE 400
DELAND, FL 32720

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | X | | PHPK1075560 | 10/14/2013 | 10/14/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | PHPK1075560 | 10/14/2013 | 10/14/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | OCOCWC000601700 | 02/23/2013 | 02/23/2014 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF DELTONA IS RECOGNIZED AS AN ADDITIONAL INSURED WITH REGARD TO THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITYD03

CITY OF DELTONA
1691 PROVIDENCE
DELTONA, FL 32725

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joann Keenan

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# THE BOYS & GIRLS CLUB OF VOLUSIA/FLAGER COUNTIES
# FACILITY USE AGREEMENT

**THIS AGREEMENT** made and entered into this _____ day of _____, 2014, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as "City", and The Boys & Girls Club of Volusia/ Flagler Counties, a Florida non-profit organization, with its principal place of business located at 101 North Woodland Blvd, Suite 400, Deland, Florida 32720 hereinafter referred to as "User".

**WHEREAS**, User desires the non-exclusive use of the City-owned Harris M. Saxon Park, located at 2329 California Street, Deltona, Florida 32725, (hereinafter referred to as the "Facility") for after school activities, tutoring, and mentoring for minor children; and

**WHEREAS**, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

**WHEREAS**, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct after school activities, tutoring, and mentoring for minor children; and

**WHEREAS**, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use, and

**WHEREAS**, the Commission of the City of Deltona has approved award of this agreement on this ___ day of _____, 2014.

**NOW, THEREFORE**, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

## Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

## Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of the Harris M. Saxon Park, located at 2329 California Street, Deltona, Florida 32725 provided that the use of said facility conforms to the covenants and conditions herein contained. Said usage for the facility shall be from 2:00 p.m. to 6:00 p.m. Monday through Friday. Said usage shall be consistent with the schedule provided by User and approved by the Parks and Recreation Director or his designee (hereinafter referred to as the "Director").

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

## Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for one additional year, and may be renewed yearly up to a total of three (3) additional years, upon written acceptance by the City prior to each successive renewal.

## Article 4. Payment

4.1 That the City hereby waives fees and cost related to the use of the facility, Harris M. Saxon Park, by The Boys & Girls Club, which will be providing afterschool activities, tutoring, and mentoring of minor at risk youth in the City of Deltona.

## Article 5. Obligations of City

The City shall be responsible for:

A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and

B. Providing adequate trash receptacles at the facilities; and

C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and

D. Providing on-going facility preventive maintenance if applicable; and

E. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety if applicable;

## Article 6. Obligations of User

User shall be responsible for:

A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and

B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and

C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City, and providing all necessary equipment to maintain facility; and cleaning of facility restrooms during daily activities and all other facility amenities regularly to monitor cleanliness, safety and maintenance concerns; and

D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, staff, employees, volunteers, coaches, and assistants and providing monthly updates of any changes to the list; and

E. Providing the City with a written statement indicating that every staff member, employee, volunteer or contracted personnel has passed a Level II background check and submitting a copy of the results of each screening; and

F. Providing any and all necessary equipment required for use of the facilities; and

G. Repairing any damage to the facility resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and

H. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the

incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and

I. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and

J. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facilities without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of City facilities; and

K. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and

L. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and

M. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and

N. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and

O. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and

P. Allowing the City access to inspect the facilities at any time; and

Q. Refraining from conducting any practice sessions, practice games, or clinics not expressly authorized under this Agreement without the express written consent of the Director; and

R. Providing the City with a copy of User rules, regulations, charter, guidelines, and organizational chart, along with rules dictating the conduct of the games, and those used by the coaches and referees, if applicable; and

S. Retain daily access to the facility and field by the public unless authorized by the Director or when fields are prepared for games; and

T. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

## Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 Commercial General Liability Insurance insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall list and endorse the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be available at all times and shall be:

$1,000,000 General Aggregate
$1,000,000 Products Liability/Completed Operation Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Users negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

7.3 Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

Part One-"Statutory" requirements
Part Two-$500,000 Each Accident
$500,000 Disease-Policy Limit
$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance and policy endorsement, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.6 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance and policy endorsement, which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) days notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

## Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Indemnification. User agrees to, and will at all times, indemnify, defend save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands,

disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.5 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.6 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.7 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

## Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision

hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

## Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

If to User:
Joe Sullivan
Chief Professional officer
The Boys & Girls Club
Of Volusia/Flagler Counties
101 N. Woodland Blvd.
Ste. 400
Deland, Florida 32738

If to City:
Steve Moore
Parks & Recreation Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

And

Joyce Raftery
City Clerk
2345 Providence Boulevard
Deltona, FL 32725-1806

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

## Article 11. Scope of Agreement

**11.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**11.2** This Agreement consists of the following:

This Agreement
Authorization to Occupy
Facility Use Application
Addendum, if any

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

Signed, sealed and delivered in the presence of Witnesses:

_____

By: _____

_____

By: _____

USER:

_____

By: _____

Its: _____

CITY OF DELTONA:

By: _____
DALE BAKER, Acting City Manager

ATTEST:

Date: _____

_____
JOYCE RAFTERY, City Clerk

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality for use and reliance of City of Deltona only:

_____
GRETCHEN R.H. VOSE
City Attorney

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 7 - B

**SUBJECT:** Request for approval of the Long Term Facility Use Agreement for Deltona Lodge 756.

---

**LOCATION:** Deltona Community Center Little Red Schoolhouse

**BACKGROUND:**

Deltona Lodge 756 is a Florida non-profit organization who has maintained a Long Term Facility Use Agreement with the City of Deltona since 2006. The Deltona Lodge is a Subordinate Lodge of the Most Worshipful Union Grand Lodge, Florida.

Deltona Lodge 756 meets on the second and fourth Tuesday of each month from 8:00 to 10:00 PM in the Little Red Schoolhouse facility located at the Deltona Community Center. The Lodge shall be responsible for paying a Category II Facility Use Fee rate of $ 15.00 per hour, less the 20% discount awarded for entering into a long-term agreement with the City.

Deltona Lodge 756 has met the criteria requirements for a Long Term Facility Use Agreement with the City.

**ORIGINATING DEPARTMENT:** Parks Recreation

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** Acting City Manager, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:** Steve Moore, Parks and Recreation Director - To approve the Long Term Facility Use Agreement with Deltona Lodge 756 for use of the Little Red Schoolhouse facility at the Deltona Community Center for a period of one (1) year, with the option for a total of three (3) one-year renewals upon written agreement of both parties.

| | |
|---|---|
| **POTENTIAL MOTION:** | " I move to approve the Long Term Facility Use Agreement with Deltona Lodge 756 for use of the Little Red Schoolhouse facility at the Deltona Community Center for a period of one (1) year, with the option for a total of three (3) one-year renewals upon written agreement of both parties." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Deltona Lodge 756 Documentation<br>• Facility use agreemen 2015 Deltona Lodge 756 |

# Most Worshipful Union Grand Lodge

OFFICE

P.O. Box 52657
Jacksonville, FL 32201
Phone 1-904-674-0115
Phone 1-800-457-5391
FAX 1-904-355-8667
E-MAIL P_ROBINSON @ mwuglflorida.org>

FOUNDED 1870
MOST ANCIENT AND HONORABLE FRATERNITY

## Free and Accepted Masons PHA

FLORIDA, BELIZE, CENTRAL AMERICA, ST JOHN, U. S. V. I., JURISDICTION, INC.

RESIDENCE

4221 W. Nassau St.
Tampa, FL 33607
Phone 813-876-9633
Fax 813-353-8653
E-mail probgs@verizon.net

PHILLIP A. ROBINSON 33°, GRAND SECRETARY

Michael R. Moore 33°, GM
Lee Carter 33°, DGM
Anthony Stafford 33°, GSW

Walter Gulley, Jr. 32°, GJW
Melvin Wright 32°, GT
Willie F. Powell 33°, CCFC

08 MAY 2006

CITY OF DELTONA
DEPARTMENT OF PARKS AND RECREATIONS
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA 32725

GREETINGS:

THIS GREETING CERTIFIES THAT:

DELTONA LODGE NO. 756 IS A SUBORDINATE LODGE OF THE MOST WORSHIPFUL UNION GRAND LODGE, FLORIDA, BELIZE, CENTRAL AMERICA, AND ST. JOHN, U. S. V. I., JURISDICTION, INC.

RECORDS IN OUR HEADQUARTERS AT 410 BROAD STREET, JACKSONVILLE, FLORIDA, 32202, SHOW DELTONA LODGE NO. 756 TO BE IN GOOD STANDING WITH THE MOST WORSHIPFUL UNION GRAND LODGE.

IF WE MAY BE OF FURTHER ASSISTANCE, PLEASE FEEL FREE TO CONTACT THIS OFFICE.

SINCERELY,

PHILLIP A. ROBINSON
RW GRAND SECRETARY

Deltona Lodge No. 756, F. &A.M.
Prince Hall Affiliation
Chartered April 17, 2000
*(Under the jurisdiction of the M.W.U. Grand Lodge PHA of Florida)*
P.O. Box 390085
Deltona, FL 32739

**DATE: April 7, 2010**

**To Whom It May Concern:**

**We the undersigned brothers of Deltona Lodge No.756 F.&A.M. agree to be responsible For the building contracted to us during the hours of our use.**

**Darryl Baker**
**Worshipful Master**

**Perry Davis**
**Senior Warden**

**Randolph Harris 33°**
**Secretary**

**Arthur Moore**
**Treasurer**

**Emanuel Debe 33°**
**District Deputy**

**Isaac Reed**
**Chaplain**

**Charles Williams**
**Senior Deacon**

**Jason Stokes**
**Junior Warden**

FAITH HOPE CHARITY

| Deltona Lodge No. 756 Roster | | | | | | | 9-Sep-14 |
|---|---|---|---|---|---|---|---|
| Last | First | MI | Lodge Position | | | | Address |
| Baker | Darryl | I | Trustee 1 Yr, PM | | | | 690 Maltby Dr Deltona, Fl 32738 |
| Caldwell | George | E | JS | | | | 2193 Fireside Rd Deltona 32738 |
| Davis | Perry | L | Brother | | | | 367 Maple Shape St Delton 32738 |
| Moore | Arthur | | Treasurer, PM | | | | 1633 Dublin Ave Deltona, Fl 32738 |
| Harris | Randolph | M | DDGM | | | | 3370 George Sauls St Deltona, Fl 32738 |
| Williams | Charles | G | Worshipful Master | | | | 1590 Dublin Rd Deltona, Fl 32738 |
| Reed | Isaac | A | Trustee 2 Yr, PM | | | | 1489 E. Normandy Blvd Deltona, Fl 32725 |
| Ortiz | James | | Trustee 3 Yr | | | | P.O. Box 5146 Deltona, Fl 32728 2842 Wy |
| Broadhead | Jemmie | | PM | | | | 592 Hollbrook Ave Deltona, Fl 32738 |
| Harris | Philip | C | Brother | | | | 3011 49th Terrace S St Petersburg, FL 33 |
| Defoe | Emanuel | | PM | | | | 736 Kettering Rd Deltona, Fl 32725 |
| Macbeth | Lloyd | | PM Honorary | | | | P.O. Box 18962 West Palm Beach, Fl 334 |
| Alvarado III | Carlos | J | JD | | | | 2340 Central Pkwy Deland, Fl 32724 |
| Davidson | Zynulene | | Marshal | | | | 416 Holly Fern Deland, Fl 32720 |
| Davis | Roscoe | C | Brother | | | | 245 Sumtra Ave Deltona, 32725 |
| Harris | Terry | L | Brother | | | | 8060 NW 51st Ct Lauderhill, Fl 33351 |
| Harvey | Darrell | | Brother | | | | 728 Charing Place Deltona 32725 |
| McCoy | Eldred | | JW | | | | 281 Covent Gardens Pl Deltona 32725 |
| Meeks | Harry | | Brother | | | | 2642 Gramercy Ave Deltona, Fl 32738 |
| Alcantara | Christopher | | SD | | | | 574 Giralda Ave Deltona, Fl 32725 |
| Phillips | Edwin | | Brother | | | | 753 Aldenwood Ave Deltona 32738 |
| Powell | Calvin | D | Brother | | | | 227 N Westmoreland Dr Orland, Fl 32805 |
| Roger | Andrew | | **Brother** | | | | 2665 Courtland Blvd Deltona 32738 |
| Shields | Thomas | | SS | | | | 3008 Yorkshire Dr Deltona 32738 |
| Stennett | Carlos | | Secretary | | | | 232 Magnolia Pk Trl Sanford 32771 |
| Wright | Freddie | | SW | | | | 1310 Howling Blvd Deltona, Fl 32738 |
| Wright | Willis | M | Tyler, PM | | | | 2532 Hendrick Terr Deltona, Fl 32738 |
| Caffey | Elias | G | Brother | | | | 1110 Eagles Nest Ave Deltona 32725 |
| Clews | Brian | M | FC | | | | 401 W Seminole Blvd Sanford 32771 |

OP ID: GV

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/14

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

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

PRODUCER
MEL HIMES & ASSOCIATES INS
321 STRATFORD COMMONS CT
DELTONA, FL 32725
MARY ANN PIENTKA

386-574-3030
386-574-9209

CONTACT NAME: AILEEN VEGA
PHONE (A/C, No, Ext): 386-574-3030 FAX (A/C, No): 386-574-9209
E-MAIL ADDRESS: AVEGA@MELHIMESINSURANCE.COM
PRODUCER CUSTOMER ID #: MASON-1

INSURED
DELTONA LODGE 756 PHA
ART MOORE
P.O. BOX 390085
DELTONA, FL 32739-0085

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: AUTO OWNERS | 18988 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | | |
| A | X COMMERCIAL GENERAL LIABILITY | X | | 72651295 | 05/05/14 | 05/05/15 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CLUB/ SERVICE/GROUP. NOT OWNING BLDG ONLY LEASING CLUBS/ CIVIC/SERVICE/SOCI
AL,NOT OWNING /LEASING BLDGS- CITY OF DELTONA IS NAMED AS AN ADDITIONAL
INSURED IN RESPECTS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITYDEL

CITY OF DELTONA
2345 PROVIDENCE BLVD.
DELTONA, FL 32725

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
MARY ANN PIENTKA

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Agency Code **12-0440-00** Policy Number **042382-72651295**

**COMMERCIAL GENERAL LIABILITY**
**55174 (12-04)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**
**CITY OF DELTONA**

**Designation of Premises:**
**964 LAKESHORE CR DELTONA, FL 32725**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the mortgagee, assignee or receiver, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
www.sunbiz.org

# Detail by Entity Name

**Florida Non Profit Corporation**

MOST WORSHIPFUL UNION GRAND LODGE FOUNDATION, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | N04000001842 |
| **FEI/EIN Number** | 200863495 |
| **Date Filed** | 02/23/2004 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

410 BROAD STREET
JACKSONVILLE, FL 32201

**Mailing Address**

118 SALEM COURT
SUITE B
TALLAHASSEE, FL 32301

Changed: 04/30/2005

**Registered Agent Name & Address**

ROBINSON, PHILLIP
410 BROAD STREET
JACKSONVILLE, FL 32201

**Officer/Director Detail**

**Name & Address**

Title P

MOORE, MICHAEL R
PO BOX 562
TALLAHASSEE, FL 32302

Title VP

WRIGHT, MELVIN F
6318 BARRY DRIVE
JACKSONVILLE, FL 32208

Title S

STAFFORD, PATRICIA B
1860 CLEVELAND STREET N.E,
PALM BAY, FL 32905

Title T

GULLEY, WALTER
P.O. BOX 10924
PENSACOLA, FL 32524

Title ED

GRAYSON, JOHN M
P.O. BOX 12774
TALLAHASSEE, FL 32317

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2012 | 04/30/2012 |
| 2013 | 04/30/2013 |
| 2014 | 04/28/2014 |

**Document Images**

| | |
|---|---|
| 04/28/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2010 -- ANNUAL REPORT | View image in PDF format |
| 05/04/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2008 -- ANNUAL REPORT | View image in PDF format |
| 05/30/2007 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2005 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2004 -- Domestic Non-Profit | View image in PDF format |

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State of Florida, Department of State

# DELTONA LODGE 756
# FACILITY USE AGREEMENT

**THIS AGREEMENT** made and entered into this _____ day of _____, 2014, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as "City", and Deltona Lodge 756, a Florida non-profit organization, with its principal business mailing address is P.O. Box 390085, Florida hereinafter referred to as "User".

**WHEREAS**, User desires the non-exclusive use of the City-owned Little Red Schoolhouse facility located at the Deltona Community Center at 980 Lakeshore Dr., Deltona, Florida 32725 (hereinafter referred to as the "Facility") for bi-monthly meetings; and

**WHEREAS**, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

**WHEREAS**, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct bi-monthly meetings; and

**WHEREAS**, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use, and

**WHEREAS**, the Commission of the City of Deltona has approved award of this agreement on this _____ day of _____, 2014.

**NOW, THEREFORE**, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

## Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

## Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of the Little Red Schoolhouse facility located at the Deltona Community Center provided that the use of said facility conforms to the covenants and conditions herein contained. Said usage for the facility shall be on the second and

fourth Tuesday of each month from 8:00 p.m. to 10:00 p.m. Said usage shall be consistent with the schedule provided by User and approved by the Parks and Recreation Director or his designee (hereinafter referred to as the "Director").

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

## Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for one additional year, and may be renewed yearly up to a total of three (3) additional years, upon written acceptance by the City prior to each successive renewal.

## Article 4. Payment

4.1 That User shall pay the City at the rate of $15.00 per hour, less the 20% discount awarded for entering into a long-term agreement with the City, payable on the first of the month.

4.2 If payment is not made in accordance with this Agreement, a Notice of Cancellation will be issued to the organization.

4.3 All payments shall be sent to the City of Deltona, Accounts Receivable, 2345 Providence Blvd., Deltona, FL 32725.

## Article 5. Obligations of City

The City shall be responsible for:

A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and

B. Providing adequate trash receptacles at the facilities; and

C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and

D. Providing on-going facility preventive maintenance if applicable; and

E. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety if applicable;

## Article 6. Obligations of User

User shall be responsible for:

A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and

B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and

C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City, and cleaning of facility restrooms and other facility amenities regularly to monitor cleanliness, safety and maintenance concerns; and

D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, staff members, employee, or volunteers, and providing monthly updates of any changes to the list; and

E. Providing any and all necessary equipment required for use of the facilities; and

F. Repairing any damage to the facility resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and

G. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and

H. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and

I. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facilities without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of City facilities; and

J. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and

K. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and

L. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and

M. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and

N. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and

O. Allowing the City access to inspect the facilities at any time; and

P. Refraining from conducting any activities not expressly authorized under this Agreement without the express written consent of the Director; and

Q. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

## Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 Commercial General Liability Insurance insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall list and endorse the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be available at all times and shall be:

$1,000,000 General Aggregate
$1,000,000 Products Liability/Completed Operation Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement.

Such coverage shall be primary to the extent of Users negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

7.3 Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

Part One-"Statutory" requirements
Part Two-$500,000 Each Accident
$500,000 Disease-Policy Limit
$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance and policy endorsement, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.6 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance and policy endorsement, which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) days notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

## Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Indemnification. User agrees to, and will at all times, indemnify, defend save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.5 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.6 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.7 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

## Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

## Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

If to User:
Willis M. Wright

Deltona Lodge 756
P.O. Box 390085
Deltona, Florida 32839

If to City:
Steve Moore
Parks & Recreation Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

And

Joyce Raftery
City Clerk
2345 Providence Boulevard
Deltona, FL 32725-1806

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

## Article 11. Scope of Agreement

**11.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**11.2** This Agreement consists of the following:

This Agreement
Agenda Memo

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

Signed, sealed and delivered in the presence of Witnesses:

_____

By: _____

_____

By: _____

USER:

_____

By: _____

Its: _____

CITY OF DELTONA:

By: _____
DALE BAKER, Acting City Manager

Date: _____

ATTEST:

_____
JOYCE RAFTERY, City Clerk

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality for use and reliance of City of Deltona only:

_____
GRETCHEN R.H. VOSE
City Attorney

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 7 - C

**SUBJECT:** Request for approval of the Long Term Facility Use Agreement for La Iglesia del Senor, Inc., for use of the Deltona Community Center.

---

**LOCATION:**

Deltona Community Center, Main Hall and Kelso Room, 980 Lakeshore Drive, Deltona, FL 32725

**BACKGROUND:**

La Iglesia del Senor, Inc., is a Florida non-profit religious organization who has maintained a Long Term Facility Use Agreement with the City of Deltona since 2006.

La Iglesia del Senor, Inc., meets on Sundays from 9:30 AM to 12:30 PM in the Main Hall and the Kelso Room of the Deltona Community Center facility. The Church shall be responsible for paying a Category II Facility Use Fee rate of $ 55.00 per hour, less 20% discount awarded for entering into a Long Term Agreement with the City.

Le Iglesia del Senor Inc., has met the criteria requirements for a Long Term Facility Use Agreement with the City.

**ORIGINATING DEPARTMENT:**

Parks Recreation

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Attorney, Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Steve Moore, Parks and Recreation Director - To approve the Long Term Facility Use Agreement with La Igelsia del Senor., Inc., for use of the Main Hall and Kelso Room at the Deltona Community Center facility for a period of one (1) year, with the option for a total of three (3) one-year renewals upon written agreement of both parties.

**POTENTIAL**

| | |
|---|---|
| **MOTION:** | " I move to approve the Long Term Facility Use Agreement with La Iglesia del Senor, Inc., for use of the Main Hall and Kelso Room at the Deltona Community Center facility for a period of one (1) year, with the option for a total of three (3) one-year renewals upon written agreement of both parties." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • La Iglesia del Senor, Inc Documentation<br>• Facility Use Agreement |

OP ID: RA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/14

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

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

PRODUCER
MEL HIMES & ASSOCIATES INS
321 STRATFORD COMMONS CT
DELTONA, FL 32725
MEL HIMES & ASSOCIATES INS

386-574-3030
386-574-9209

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: IGLEDEL

INSURED
IGLESIA DEL SENOR
PO BOX 5004
DELTONA, FL 32728

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AUTO OWNERS | 18988 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | X | | 7264990410 | 04/02/14 | 04/02/15 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | N/A | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | N/A | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | N/A | | | WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | N/A | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CHURCH HOUSE OF WORSHIP INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. CERTIFICATE FOR THE USE OF COMMUNITY CENTER FOR CHURCH SERVICES. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER

CITYDEL

CITY OF DELTONA
2345 PROVIDENCE BLVD.
DELTONA, FL 32725

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
MEL HIMES & ASSOCIATES INS

Mel Himes Jr

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ACORD 25 (2009/09)

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

# Detail by Entity Name

**Florida Non Profit Corporation**

LA IGLESIA DEL SENOR, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | N01000000555 |
| **FEI/EIN Number** | 593700307 |
| **Date Filed** | 01/23/2001 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

1386 SAXON BLVD
DELTONA, FL 32725

**Mailing Address**

1386 SAXON BLVD
DELTONA, FL 32725

**Registered Agent Name & Address**

DE RODRIGUEZ , ROSA B
1386 SAXON BLVD
DELTONA, FL 32725

Name Changed: 01/30/2014

**Officer/Director Detail**

**Name & Address**

Title D

DE RODRIGUEZ, ROSA B
1386 SAXON BLVD
DELTONA, FL 32725

Title D

RODRIGUEZ, ELAINE Y
1386 SAXON BLVD
DELTONA, FL 32725

Title D

RAMOS, ELMA

541 GERANIUM ST
DELTONA, FL 32725

Title D

CRUZ RODRIGUEZ, ELIZABETH
130 E WOODLAND DR
SANFORD, FL 32773

Title D

SERRANO MONTOYO, MARIA A
1918 ENGLISH DR
DELTONA, FL 32738

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2012 | 04/16/2012 |
| 2013 | 01/28/2013 |
| 2014 | 01/30/2014 |

**Document Images**

| | |
|---|---|
| 01/30/2014 -- ANNUAL REPORT | View image in PDF format |
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| 01/23/2001 -- Domestic Non-Profit | View image in PDF format |

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State of Florida, Department of State

# LA IGLESIA DEL SENOR, INC.
# FACILITY USE AGREEMENT

**THIS AGREEMENT** made and entered into this _____ day of _____, 2014, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as "City", and La Iglesia Del Senor, Inc., a Florida non-profit organization, with its principal mailing address for the non-profit business is P.O. Box 5004, Deltona, Florida 32725 Florida hereinafter referred to as "User".

**WHEREAS**, User desires the non-exclusive use of the City-owned Deltona Community Center, Main Hall and Kelso Room facility located at 980 Lakeshore Drive, Deltona, Florida, (hereinafter referred to as the "Facility") for non-profit religious activities; and

**WHEREAS**, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

**WHEREAS**, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct non-profit religious activities; and

**WHEREAS**, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use, and

**WHEREAS**, the Commission of the City of Deltona has approved award of this agreement on this____ day of _____ 2014.

**NOW, THEREFORE**, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

## Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

## Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of the Deltona Community Center, main Hall and Kelso Room provided that the use of said facility conforms to the covenants and conditions herein contained. Said usage for the facility shall be on Sundays from 9:30 a.m. to 12:30 p.m. in the Main Hall and the Kelso Room of the Deltona Community Center Facility. Said usage shall be consistent with the schedule provided by User and approved by the Parks and Recreation Director or his designee (hereinafter referred to as the "Director").

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

## Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for a an additional year, and may be renewed yearly up to a total of three (3) additional years, upon written acceptance by the City prior to each successive renewal.

## Article 4. Payment

4.1 That User shall pay the City a rate of $55.00 per hour, less 20% discount awarded for entering into a long term agreement with the City, payable on the first month.

4.2 If payment is not made in accordance with this Agreement, a Notice of Cancellation will be issued to the organization.

4.3 All payments shall be sent to the City of Deltona, Accounts Receivable, 2345 Providence Blvd., Deltona, FL 32725.

## Article 5. Obligations of City

The City shall be responsible for:

A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and

B. Providing adequate trash receptacles at the facilities; and

C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and

D. Providing on-going facility preventive maintenance if applicable; and

E. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety if applicable;

## Article 6. Obligations of User

User shall be responsible for:

A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and

B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and

C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City, and cleaning of facility restrooms and other facility amenities regularly to monitor cleanliness, safety and maintenance concerns; and

D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, staff members, employee, or volunteers, and providing monthly updates of any changes to the list; and

E. Providing any and all necessary equipment required for use of the facilities; and

F. Repairing any damage to the facility resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and

G. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and

H. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and

I. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facilities without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of City facilities; and

J. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and

K. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and

L. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and

M. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and

N. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and

O. Allowing the City access to inspect the facilities at any time; and

P. Refraining from conducting any activities not expressly authorized under this Agreement without the express written consent of the Director; and

Q. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

## Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 Commercial General Liability Insurance insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall list and endorse the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be available at all times and shall be:

$1,000,000 General Aggregate
$1,000,000 Products Liability/Completed Operation Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Users negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

7.3 Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

Part One-"Statutory" requirements
Part Two-$500,000 Each Accident
$500,000 Disease-Policy Limit
$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance and policy endorsement, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.6 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance and policy endorsement, which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) days notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

## Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Indemnification. User agrees to, and will at all times, indemnify, defend save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.5 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.6 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.7 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

## Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

## Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

If to User:
Julian Rodriguez
Pastor
La Iglesia del Senor, Inc.
P.O. Box 5004
Deltona, Florida 32828-5004

If to City:
Steve Moore
Parks & Recreation Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

And

Joyce Raftery
City Clerk
2345 Providence Boulevard
Deltona, FL 32725-1806

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

## Article 11. Scope of Agreement

**11.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**11.2** This Agreement consists of the following:

This Agreement
Agenda Memo

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

Signed, sealed and delivered in the presence of Witnesses:

_____

By: _____

_____

By: _____

USER:

_____

By: _____

Its: _____

CITY OF DELTONA:

By: _____
DALE BAKER, Acting City Manager

ATTEST:

Date: _____

_____
JOYCE RAFTERY, City Clerk

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality for use and reliance of City of Deltona only:

_____
GRETCHEN R.H. VOSE
City Attorney

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 7 - D

**SUBJECT:** Request for approval of selection of underwriters for issuance of the Utility System Revenue Bonds, Series 2014.

---

**LOCATION:** N/A

**BACKGROUND:**

The City is in the process of issuing Utility System Revenue Bonds, Series 2014 to fund Utility System capital improvement projects and to payoff the existing Bond Anticipation Note (BAN) which has a current balance of $7 million. The bond issue is expected to be up to $23 million.

Because of the small size of this bond issue, Staff recommends that the City select only two underwriters from the existing Bond Underwriting Team of JP Morgan Chase, Bank of America/Merrill Lynch, Raymond James and RBC Capital Markets. The Underwriter(s) will be responsible for the sale of the bonds to investors.

As one of the first steps in this process, on September 18, 2014, the City's Financial Advisor, Mark Galvin from First Southwest, requested updated pricing from the City's existing Bond Underwriting team with the goal of selecting a senior managing underwriter and a co-managing underwriter for this bond issue.

Upon consultation with Mark Galvin from First Southwest, staff makes the following recommendation regarding the selection of the senior managing and co-managing underwriters:

- Senior Managing Underwriter: Raymond James
- Co-Manager Underwriter: Bank of America/Merrill Lynch

**ORIGINATING DEPARTMENT:** Finance

**SOURCE OF FUNDS:** 2014 Utility System Revenue Bonds

| | |
|---|---|
| **COST:** | N/A |
| **REVIEWED BY:** | Finance Director, Acting City Manager, City Attorney |
| **STAFF RECOMMENDATION PRESENTED BY:** | Robert Clinger, Finance Director - Staff recommends making award and entering into agreements with Raymond James as Senior Managing Underwriter and Bank of America/Merrill Lynch as Co-Managing Underwriter for the Utility System Revenue Bonds, Series 2014. |
| **POTENTIAL MOTION:** | "I move to approve award and enter into agreements with Raymond James as Senior Managing Underwriter and Bank of America/Merrill Lynch as Co-Managing Underwriter for the Utility System Revenue Bonds, Series 2014." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Underwriter response tab<br>• Pricing submissions<br>• Financial Advisor Recommendation Memo |

**City of Deltona, Florida**
**Utility System Revenue Bonds, Series 2014**
**Mini UW RFP Response**

| **Firm Name** | **Bank of America Merrill Lynch** | | | **J.P. Morgan Securities LLC** | | | **Raymond James & Associates, Inc.** | | | | | **RBC Capital Markets** | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | **Sole Managed** | | **Sr / Co Mgr.** | | | | |
| **Fee Structure** | | **$/Bond** | **$ Amt** | | **$/Bond** | **$ Amt** | | **$/Bond** | **$ Amt** | **$/Bond** | **$ Amt** | | **$/Bond** | **$ Amt** |
| | Management Fee | $0.000 | $0 | Management Fee | $0.000 | $0 | Management Fee | $0.000 | $0 | $0.000 | $0 | Management Fee | $0.000 | $0 |
| | Average Takedown | 2.500 | 57,500 | Average Takedown | 1.000 | 23,000 | Average Takedown | 1.750 | 40,250 | 2.250 | 51,750 | Average Takedown | 2.750 | 63,290 |
| | Expenses | 0.475 | 10,914 | Expenses | 0.660 | 15,242 | Expenses | 0.170 | 4,013 | 0.180 | 4,043 | Expenses | 0.200 | 4,600 |
| | **Total Gross Spread** | **$2.975** | **$68,414** | **Total Gross Spread** | **$1.660** | **$38,242** | **Total Gross Spread** | **$1.920** | **$44,263** | **$2.430** | **$55,793** | **Total Gross Spread** | **$2.950** | **$67,890** |
| **Team Composition** | Senior Mgr - 70%<br>Co-Mgr - 30% | | | Senior Mgr - 70%<br>Co-Mgr - 30% | | | Sole Manager<br>or<br>Senior Mgr. - 70%<br>Co-Mgr. 30% | | | | | Senior Mgr - 70%<br>Co-Mgr - 30% | | |
| **Underwriter's Counsel** | Foley & Lardner LLP<br>GrayRobinson, P.A. | | | Nabors Giblin & Nickerson, P.A. | | | Akerman Senterfitt | | | | | No Underwriters' Counsel will be required as long as the Bond or Disclosure Counsel prepares documemnts | | |
| **Contact** | Jose Pagan, Managing Director<br>(305) 468-4336<br>jose.pagan@baml.com<br><br>Coleman Cordell, Managing Director<br>(321) 527-7816<br>coleman.w.cordell@baml.com | | | Henry Reyes, Managing Director<br>(407) 236-5435<br>henry.p.reyes@jpmorgan.com<br><br>Nathaniel Johnson, Vice President<br>(407) 463-0243<br>nathaniel.johnson@jpmorgan.com | | | Jon Eichelberger, Managing Director<br>(407) 644-3173<br>jon.eichelberger@raymondjames.com<br><br>Percy R. Aguila, Jr. Managing Director<br>(305) 460-2752<br>percy.aguila@raymonjames.com | | | | | Mitchell Owens, Managing Director<br>(904) 399-4496<br>mitch.owens@rbccm.com<br><br>Julie Santamaria, Director<br>(727) 895-8871<br>julie.santamaria@rbccm.com | | |

FirstSouthwest
A PlainsCapital Company

# Memorandum

450 South Orange Avenue
Suite 460
Orlando, Florida 32801

407.426.9611 Direct
407.426.7835 Fax

**Mark P. Galvin**
Senior Vice President

mark.galvin@firstsw.com

**Date:** September 18, 2014

**To:** Members of the City of Deltona Underwriting Team

**Cc:** Robert Clinger, Finance Director

**Subject:** Utility System Revenue Bonds, Series 2014 Underwriter Mini-RFP

---

The City of Deltona, Florida ("the City") Utility System is currently seeking to issue approximately $23 million in Utility System Revenue Bonds. The Series 2014 Bonds will be issued on parity with the City's outstanding Utility System Refunding Revenue Bonds, Series 2013. The Series 2014 will be used to retire the City's Utility System Bond Anticipation Note, and to finance additional Utility System capital improvements. The Series 2014 Bonds are expected to have a final maturity of October 1, 2044 with an amortization schedule that will closely match the schedule provided in Attachment A (Price Proposal). The Series 2014 Bonds are expected to maintain existing underlying ratings of 'A+' and 'A' from Fitch and Standard and Poor's respectively. The City does not anticipate funding a debt service reserve for the Series 2014 Bonds.

The City will issue the Series 2014 Bonds on a negotiated basis, and expects to select one senior manager and one co-manager from the City's approved underwriting team, which in the City's sole determination provides the best financing team for the Series 2014 Bonds. The City is requesting proposals from its existing underwriting team, which includes Bank of America/Merrill Lynch, JP Morgan, Raymond James, and RBC Capital Markets. Proposers should provide the information requested below.

## Proposal Contents

Proposers should provide the following information:

- Transmittal letter.
- Provide recommendations regarding the use or non-use of bond insurance based on the current market conditions as of September 24, 2014.
- Your proposed marketing plan / strategy.

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

- Assuming your firm is selected as senior manager what split would you suggest between the senior manager and co-manager, and why?
- Provide your proposed team members including primary contact and day to day personnel.
- Fee Structure – Complete Attachment A (Price Proposal) providing the proposed takedown by maturity, total average takedown, management fee (if any), and detailed expenses. Takedowns should be based on market conditions at the end of the day September 24, 2014.
- Provide proposed Underwriter's counsel and contact information.

**Proposals should be limited to no more than 7 pages.**

**Please submit your response to Mr. Robert Clinger (rclinger@deltonafl.gov) and Mr. Mark Galvin (mark.galvin@firstsw.com) by email no later than September 26, 2014 at 3:00 pm.**

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. We may trade, have long or short positions, or act as a market maker in any financial instrument discussed herein. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

# Appendix A – Price Proposal

| ***Underwriter's Gross Spread*** | | |
|---|---|---|
| | $ | $/bond |
| Average Takedown | | |
| Management Fee | | |
| Underwriting Expenes | | |
| Total Underwriting Discount | | |

| ***Takedown by Maturity*** | | |
|---|---|---|
| Maturity | Par | Takedown ($/bond) |
| 10/1/2015 | | |
| 10/1/2016 | | |
| 10/1/2017 | 480,000 | |
| 10/1/2018 | 490,000 | |
| 10/1/2019 | 500,000 | |
| 10/1/2020 | 510,000 | |
| 10/1/2021 | 525,000 | |
| 10/1/2022 | 540,000 | |
| 10/1/2023 | 555,000 | |
| 10/1/2024 | 575,000 | |
| 10/1/2025 | 595,000 | |
| 10/1/2026 | 625,000 | |
| 10/1/2027 | 650,000 | |
| 10/1/2028 | 675,000 | |
| 10/1/2029 | 705,000 | |
| 10/1/2030 | 735,000 | |
| 10/1/2031 | 765,000 | |
| 10/1/2032 | 800,000 | |
| 10/1/2033 | 830,000 | |
| 10/1/2034 | 865,000 | |
| 10/1/2035 | 910,000 | |
| 10/1/2036 | 955,000 | |
| 10/1/2037 | 1,005,000 | |
| 10/1/2038 | 1,060,000 | |
| 10/1/2039 | 1,115,000 | |
| 10/1/2040 | 1,175,000 | |
| 10/1/2041 | 1,240,000 | |
| 10/1/2042 | 1,305,000 | |
| 10/1/2043 | 1,370,000 | |
| 10/1/2044 | 1,445,000 | |
| Total | $ 23,000,000 | |

| **Underwriting Expense Detail** | | |
|---|---|---|
| Expense | $ | $/bond |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Expenses | | |

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

FirstSouthwest
A PlainsCapital Company

# Memorandum

450 South Orange Avenue
Suite 460
Orlando, Florida 32801

407.426.9611 Direct
407.426.7835 Fax

**Mark P. Galvin**
Senior Vice President

mark.galvin@firstsw.com

**Date:** September 30, 2014

**To:** Dale Baker, Acting City Manager
City of Deltona, Florida

**Cc:** Robert Clinger, Finance Director
Gerald Chancellor, Acting Deputy City Manager and Public Works Director
Kathleen Krauss, Purchasing Manager

**Subject:** Utility System Revenue Bonds. Series 2014
Selection of Bond Underwriters

---

The City of Deltona, Florida ("the City") on March 5, 2013 sent out a Request for Qualifications ("RFQ") seeking proposals from investment banking institutions to be part of the City's underwriting team on its proposed Utility System Refunding Revenue Bonds, Series 2013 (the "Series 2013 Bonds") to refund the City's outstanding Utility System Revenue Bonds, Series 2003. In April 2013 the City Commission selected the following firms to be the City's underwriting team: Bank of America Merrill Lynch, J.P. Morgan, Raymond James, and RBC Capital Markets.

In preparing for the Series 2013 Bond issue the City's Rate Consultant, Burton and Associates, built into the Rate Study and Bond Feasibility Report additional bond issues of approximately $13.3 million in 2014 along with approximately $1.5 million in additional debt in 2016.

On August 18, 2014, the City Commission authorized City Staff and its financial advisor, FirstSouthwest, to move forward with the 2014 bond issue. Since that meeting, City Staff has mobilized all members of its financing team, including Bond Counsel (Akerman LLP), Disclosure Counsel (Greenberg Traurig), Consulting Engineer (Quentin L. Hampton Associates), and Feasibility Consultant (Burton & Associates, Inc.) together to develop a preliminary timetable.

The City is looking to combine both the Series 2014 and the Series 2016 financings. Based on preliminary analysis it appears the City could issue up to $23 million in additional debt without impacting its rates and reserves. Based on this assumption FirstSouthwest recommends the selection of only two underwriters (a Senior Managing Underwriter and a Co-Manager) compared to the four selected for the $79 million Series 2013 Bond issue. We feel that it is important to have two firms actively marketing the City bonds while providing economic incentive to the underwriters.

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In determining the underwriting team, we considered not only the underwriters' discount (fees) but how that fee could also affect the pricing of the bonds interest rates/yields along with its impact to the co-managing underwriter. The underwriter's fee consists of underwriting expenses and a sales commissions or takedown component. The takedown component is the largest component of the underwriters' discount. In addition we also considered the underwriter's past performance on the City's Series 2013 Bonds. Once a senior manager is selected, the co-manager will receive the same takedowns or sales commission as the senior manager based on the number of bonds they sell.

While JP Morgan had the lowest underwriter discount, we feel the proposed $1.00 per bond takedown is well below traditional market takedowns. Such a low takedown structure could negatively impact the underwriters' willingness to take inventory positions if there are unsold balances and reduce the incentive of the co-manager to market the bonds.

When comparing the three other underwriters, City Staff and FirstSouthwest recommend Raymond James to remain as the City's senior managing underwriter and Bank of America Merrill Lynch to be selected as the co-manager for the 2014 bonds.

We recommend Raymond James, $2.25 per bond takedowns proposal because it more accurately reflects the current market and it provides for financial incentive for the co-managing underwriter to actively market the bonds. This, plus their strong showing on the Series 2013 bonds is the basis of our recommendation. Bank of America Merrill Lynch was selected as co-managing underwriter primarily on their strong marketing performance on the Series 2013 Bonds. FirstSouthwest believes the underwriting team of Raymond James and Bank America Merrill Lynch gives the City a strong underwriting team for the upcoming Series of Bonds.

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. We may trade, have long or short positions, or act as a market maker in any financial instrument discussed herein. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - A

**SUBJECT:** Public Hearing - Resolution No. 2014-22, Conditional Use Application (CU 14-004) for the site located at 1948 Saxon Boulevard.

---

**LOCATION:**

The subject property is located at 1948 Saxon Boulevard, at the southeast corner of Saxon Boulevard and Diane Terrace; approximately a half-mile east of Interstate 4.

**BACKGROUND:**

The applicant, Dr. Lester Carrero, seeks to open a medical office/clinic at the subject property, in keeping with the City's Commercial future land use designation and the existing Office Residential (OR) zoning designation for the site. The proposed use is consistent with the Commercial future land use designation, but needs Conditional Use approval to allow for medical office/clinic in the OR zoning district (see the attached Resolution No. 2014-22). This resolution accompanies a variance application at the same location (Resolution No. 2014-24) to allow for an existing residential home site to be used for non-residential uses, which results in design and use constraints.

The proposed use is for a chiropractic clinic that will not be occupied for residential use. The site was constructed for a single family residence and was affected by the widening of Saxon Boulevard. The applicant proposes to remove driveways, no expansion of the home, preservation of specimen trees, accommodation of stormwater management, removal of a pool, add parking for staff and clients, and provide landscaping for screening along the south property line. To achieve conversion of the home from a residential unit to a medical office/clinic, Conditional Use approval is needed that shall conform to Sections 110-313(c), 110-817, and 110-1102 of the City's Code of Ordinances.

Finally, Resolution No. 2014-22 was reviewed at the September 17, 2014, Planning and Zoning Board meeting. The Board recommended that the Conditional Use application (CU 14-004) be denied by the City Commission and directed staff to seek a solution for the area, rather than

| | |
|---|---|
| | for one parcel that requires several variances to achieve development. |
| **ORIGINATING DEPARTMENT:** | Planning and Development Services |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Planning and Development Director, City Attorney |
| **STAFF RECOMMENDATION PRESENTED BY:** | Scott McGrath, Planner, Planning and Development Services - Staff recommends that the City Commission allow Resolution No. 2014-22 (CU 14-004) to be withdrawn and to direct staff to conduct an area-wide study to assist residences and businesses. |
| **POTENTIAL MOTION:** | "I move to withdraw Resolution No. 2014-22 (CU 14-004) and to direct staff to conduct an area-wide study to assist residences and businesses." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Resolution No. 2014-22 |

# RESOLUTION NO. 2014-22

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; GRANTING A CONDITIONAL USE TO PERMIT A MEDICAL OFFICE/CLINIC WITHIN AN OR, OFFICE RESIDENTIAL ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 1948 SAXON BOULEVARD, WITHIN THE CITY OF DELTONA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Deltona has received application number CU14-004 to allow for a Conditional Use within an OR, Office Residential, zoning district for a medical office/clinic to be located at 1948 Saxon Boulevard; and

**WHEREAS,** Section 110-313(c) of the City of Deltona Code of Ordinances requires medical and dental offices and clinics to be a Conditional Use within the OR, Office Residential zoning district; and

**WHEREAS,** Section 110-1102, of the City of Deltona Code of Ordinances provides regulations for Conditional Use review and the proposed Conditional Use application number CU14-004 is consistent with Section 110-1102 of the City of Deltona Code of Ordinances; and

**WHEREAS,** the granting of a Conditional Use for application number CU14-004 does not include, address, or entitle zoning variances to be requested by the applicant and shall include conditions of approval that the structure on-site not be used for a home occupation, per Section 110-807 of the City of Deltona Code of Ordinances, and that variances are obtained under separate application to achieve site plan approval; and

**WHEREAS,** the granting of a Conditional Use for application number CU14-004 does not include, address, or entitle zoning variances to be requested by the applicant; and

**WHEREAS,** the City of Deltona held public hearings after due public notice to review the proposed Conditional Use application number CU14-004.

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

**SECTION 1.** In accordance with the City of Deltona Code of Ordinances, the City of Deltona City Commission hereby grants approval for Conditional Use, CU14-004, for the use of medical office/clinic to be located at 1948 Saxon Boulevard, subject to the conditions of approval listed within Resolution No. 2014-22.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption and is valid for a period not to exceed twelve (12) months from the date of adoption.

PASSED AND RESOLVED THIS _____ DAY OF _____, 2014, BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

_____
JOYCE RAFTERY, City Clerk

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

_____
GRETCHEN R. H. VOSE, City Attorney

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - B

**SUBJECT:** Public Hearing - Resolution No. 2014-24, Variance Application (VR 14-001) for the site located at 1948 Saxon Boulevard.

---

**LOCATION:**

The subject property is located at 1948 Saxon Boulevard, at the southeast corner of Saxon Boulevard and Diane Terrace; approximately a half-mile east of Interstate 4.

**BACKGROUND:**

The applicant, Dr. Lester Carrero, seeks to open a medical office/clinic at the subject property, in keeping with the City's Commercial future land use designation and the existing Office Residential (OR) zoning designation for the site. The proposed use is consistent with the Commercial future land use designation, but needs variances to allow for the residential-developed lot to be used for non-residential uses.

The proposed use is for a chiropractic clinic that will not be occupied for residential use. The site was constructed for a single family residence and was affected by the widening of Saxon Boulevard. The applicant proposes to remove driveways, no expansion of the home, preservation of specimen trees, accommodation of stormwater management, removal of a pool, add parking for staff and clients, and provide landscaping for screening along the south property line.

Finally, Resolution No. 2014-22 was reviewed at the September 17, 2014, Planning and Zoning Board meeting. The Board recommended that the variance application (VR 14-001) be denied by the City Commission and directed staff to seek a solution for the area, rather than for one parcel that requires several variances to achieve development. Dr. Carrero has since withdrawn his request for conditional use and variances.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

| | |
|---|---|
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Planning and Development Director, City Attorney |
| **STAFF RECOMMENDATION PRESENTED BY:** | Scott McGrath, Planner, Planning and Development Services Department - Staff recommends that the City Commission allow Resolution No. 2014-24 (VR 14-001) to be withdrawn and to direct staff to conduct an area-wide study to assist residences and businesses. |
| **POTENTIAL MOTION:** | "I move to withdraw Resolution No. 2014-24 (VR 14-001) and to direct staff to conduct an area-wide study to assist residences and businesses." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Resolution No. 2014-24<br>• Variance Application<br>• Applicant Letter 0062314<br>• Sketch of Survey<br>• Conceptual Site Plan |

**RESOLUTION NO. 2014-24**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, GRANTING A VARIANCE FROM THE REAR YARD SETBACK, MINIMUM LANDSCAPE BUFFER WIDTH, AND MINIMUM OFF-STREET PARKING SPACE REQUIREMENTS FOR THE PROPERTY LOCATED AT 1948 SAXON BOULEVARD, WITHIN THE CITY OF DELTONA; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Deltona adopted Sections 110-313 and 110-828 of the City of Deltona Code of Ordinances, as amended; and

**WHEREAS,** the subject property is located at 1948 Saxon Boulevard and has a future land use designation of Commercial, per the City's Comprehensive Plan, and a zoning classification of Office Residential (OR) that is consistent with the future land use designation and contemplated non-residential use of the subject property; and

**WHEREAS,** a zoning variance application has been received by the City of Deltona, meeting the basic requirements for a variance to be granted from the required minimum rear yard setback, the minimum landscape buffer requirement from 25-feet to seven-feet, set forth in Section 110-313(d), and to reduce the minimum number of required off-street parking spaces from 11 to seven spaces, as set forth in Section 110-828 of the City of Deltona Code of Ordinances for the subject property; and

**WHEREAS,** non-residential use of the subject property located at 1948 Saxon Boulevard requires the needs for zoning variances, due to site physical constraints; and

**WHEREAS**, the City Commission has found a literal enforcement of the provision of Chapter 110, Zoning Ordinance, would result in unnecessary and undue hardship on the applicant that are not self-imposed; and

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

**SECTION 1.** In accordance with City of Deltona Code of Ordinance No. 110-1103, as amended, the City of Deltona City Commission hereby grants the variances from the required minimum rear yard setback, the minimum landscape buffer requirement from 25-feet to seven-feet, set forth in Section 110-313(d), and to reduce the minimum number of required off-street parking

spaces from 11 to seven spaces, as set forth in Section 110-828 of the City of Deltona Code of Ordinances for the subject property (Project No. VR14-001).

**SECTION 2.** Conflicts. Any and all Ordinances or parts of Ordinances of the City of Deltona in conflict herewith are hereby repealed.

**SECTION 3.** Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution, are declared severable.

**SECTION 4.** Effective Date. This Resolution shall become effective immediately upon its final passage and adoption and is valid for a period of twelve (12) months from the date of adoption.

**ADOPTED BY** the City Commission of the City of Deltona, Florida 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

**Department of Development Services**
2345 Providence Boulevard, Deltona, Florida 32725
(386) 878-8600, Fax (386) 878-8621

**PROJECT NO.:** VR - 14 - 001
**PROJECT NAME:** Harmony Clinic
**ADDRESS:** 1948 Saxon Blvd

# City of Deltona
# VARIANCE APPLICATION

(Zoning Ordinance 19-2011, Chapter 110, Article XI, Sec. 110-1103)

**I. REQUEST VARIANCE FOR:** See attached, reduced parking spaces, parking and rear buffer yard -

**Current Zoning Classification:** Office Residential.

**Comprehensive Plan Land Use Designation:** _____.

**Applicable Utility Provision** (mark all that apply):

☐ Private Well ☐ Central Water: _____ ☐ Other _____
☒ Private Septic ☐ Central Sewer: _____

**II. SUBJECT PROPERTY INFORMATION:**

**Property Address:** 1948 Saxon Blvd. Deltona FL 32725

This property is located on the South side of Saxon Blvd road approximately 10 feet/miles N, (E), S, W of its intersection with Diane Tr road. The property is near Finland and Normandy in the City of Deltona.

**Section** _____, **Township** _____ **South, Range** _____ **East.**

**Tax Parcel Number(s):**

_____ - _____ - _____ - _____ **Size:** _____
_____ - _____ - _____ - _____ **Size:** _____

**Property Owner's Name(s):** Herman Lester Carrero

**Owners Mailing Address:** 1948 Saxon Blvd **E-Mail** lestercarrero@gmail.com

**City/State/Zip:** Deltona FL, 32725 **Phone:** 386-299-3144

Or ☐ See attached list of properties & owners (multiple owners and/or properties).

**III. ALL COMMUNICATION CONCERNING THIS APPLICATION WILL BE DIRECTED TO THE UNDERSIGNED:**

**Applicant's Name:** H. Lester Carrero

Applicant's Status: ☑ Owner ☐ Attorney for Owner ☐ Agent for Owner ☐ Contract Purchaser

Mailing Address: 1948 Saxon Blvd

City/State/Zip: Deltona FL 32725 E-mail lestercarrero@gmail.com

**Phone:** 386-299-3144 **Fax:** _____

Required fees must be paid at the time of filing. The applicant is responsible for submitting all information and exhibits in such form and completeness that will allow all reviewers to judge whether or not the subject development complies with all applicable regulations. **If the applicant is not the property owner, proper authorization must accompany this application.**

**Applicant's Signature:** _____ **Date:** 6-4-14

06-23-14 P12:57 IN

FILE COPY

## IV. TO BE SUPPLIED AT THE TIME OF SUBMISSION:

✓ 2 copies of legal description (may be included as part of survey).
✓ 2 current sealed surveys of property (no older than 2 years)
✓ 7 additional copies of survey with information to clearly illustrate the variance.
✓ Letter describing the variance and justification per section **Chapter 110, Article XI, Sec. 110-1103)** (1) d.
✓ Proof of Ownership and Proof of Payment of Current Property Taxes.
✓ *Notarized Authorization of Owner* (if applicant is other than owner).
__ Application Fee (Date:_____, $_____, cash / ck #_____, Initials_____)
__ Please Note: Additional information may be requested for review by staff.

## V. ADDITIONAL INFORMATION:

**A. NON CONFORMING LOTS requesting Variance under Section 110-600.01.**

✓ 7 copies of Site Plan showing location, site, dimensions of existing structures, and distances of all structures from all lot lines.
✓ 2 copies of the Deed(s) and reason for Variance
N/A ~~Non conforming lot letter (if applicable).~~

**B. ALL SUBMITTALS MUST BE MADE IN PERSON BY 12:00 NOON ON DEADLINE DATE AND FEES MUST BE PAID BEFORE APPLICATION WILL BE ACCEPTED.**

**C. IF THIS APPLICATION IS APPROVED, ALL OTHER CITY AND COUNTY ORDINANCE SHALL BE COMPLIED WITH AND FEES PAID.**

**D. PUBLIC HEARING DATES TO BE DETERMINED BY STAFF:**

This request will be considered at the Planning & Zoning Board Meeting on Wednesday the 16 day of July, 2014 in the Meeting Room of the Department of Development Services 2345 Providence Boulevard, Deltona, Florida. Staff recommendations will be available one (1) week prior to this meeting. Pending the item is not tabled or sent back for further review, the recommendations of the Planning & Zoning board will be considered at the City Commission on Monday the _____ day of _____, 20_____, in the Commission Chambers, City Hall, 2345 Providence Boulevard, Deltona, Florida. Staff recommendations will be available one week prior to this meeting.

**E. PUBLIC HEARINGS & DUE PUBLIC NOTICE:**

It will be the responsibility of the applicant to ensure due public notice in connection with these public hearings by posting of required signs pursuant to Ordinance 19-2011.The City of Deltona will be responsible for advertisements published in a newspaper of general circulation in the area and notice to all the owners of surrounding properties within 300 feet of the subject property.

APPLICANT'S RIGHTS FOR REHEARING AND RES JUDICATA ARE STATED IN SECTION 110-1002 OF THE ZONING ORDINANCE 19-2011, AS AMENDED.

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 Department of Development Services at least three (3) working days in advance of the meeting date and time at (386) 878-8600.

**Applicant's Signature:** _____ **Date:** 6-4-14

COUNTY OF VOLUSIA

6/12/14

# PROPERTY INFORMATION

CARRERO H LESTER
1948 SAXON BLVD
DELTONA FL 32725

PARCEL 30-18-31-03-37-0090
8130-03-37-0090

ALT-KEY 2599286 MARKET AREA 06 Last Appr Date: 09/03/2013

1948 SAXON BLVD DELTONA 32725 Contiguous: N

Field Review C9891999999 PROPERTY CLASS 12 MILLAGE 016 SOH PCT 100

## LEGAL DESCRIPTION

LOT 9 EXC N 6.6 FT MEAS ON E/L FOR NEW R/W BLK 98 DELTONA LAKES UNIT 3 MB 35 PGS 105-120 INC PER OR 4958 PGS 2266-2267 PER OR 6178 PG 2455 PER OR 6260 PGS 0976-0977 PER OR 6884 PG 1727

## SALES HISTORY

| BOOK | PAGE | SALE DATE | SALE INSTRUMENT | TRANSFER CODE | QUALIFIED/ UNQUALIFIED | VACANT/ IMPROVED | SALE PRICE |
|---|---|---|---|---|---|---|---|
| 6884 | 1727 | 07/13 | QC Quit Claim Deed | | 11 | I | 29,000 |
| 6260 | 0976 | 07/08 | QC Quit Claim Deed | 1 Disqualified as a result of ex | U | I | 100 |
| 6178 | 2455 | 12/07 | WD Warranty Deed | 3 Other disqualified Sales | S | I | 125,000 |
| 4958 | 2266 | 10/02 | WD Warranty Deed | 1 Disqualified as a result of ex | C | I | 86,000 |
| 3517 | 1932 | 08/90 | WD Warranty Deed | 0 Qualified | Q | I | 75,000 |
| 2278 | 0262 | 06/81 | WD Warranty Deed | 0 Qualified | Q | I | 56,000 |
| 1885 | 1382 | 02/77 | WD Warranty Deed | 3 Other disqualified Sales | U | I | 9,500 |

## EXEMPTION DATA

| TYPE | DESCRIPTION | VALUE | YEAR |
|---|---|---|---|
| 01 | HOMESTEAD | 25,000 | 2014 |
| AH | ADDITIONAL HOMESTEAD | 0 | |

## AMENDMENT 1 HISTORICAL VALUES (1/29/08)

| ROLL YEAR | SCH ASSD | NON SCH ASSD | ADDL EXEMPT | SCH TXBL | NON_SCH_TXBL |
|---|---|---|---|---|---|
| 2008 | 171,231 | 171,231 | 0 | 171,231 | 171,231 |
| 2009 | 151,841 | 151,841 | 0 | 151,841 | 151,841 |
| 2010 | 58,587 | 58,587 | 0 | 58,587 | 58,587 |
| 2011 | 52,076 | 52,076 | 0 | 52,076 | 52,076 |
| 2012 | 45,568 | 45,568 | 0 | 45,568 | 45,568 |
| 2013 | 45,290 | 45,290 | 0 | 45,290 | 45,290 |

## MARKET METHOD

(NO DATA AVAILABLE)

## LAND DATA

| KEY | USE | FRONT | DEPTH | USE NOTES | S/C YR | NBR.UNITS | TYPE | RATE | DEPTH | LOC | SHP | PHY | CLASS | VALUE | SOH |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10077 | 1210 | 110 | 118 | OR | | 12,980.00 | SF | 1.00 | 1 | 100 | 100 | 100 | 0 | 12,980 | Y |

NEIGHBORHOOD C9891 DELTONA LAKES RES PARCELS

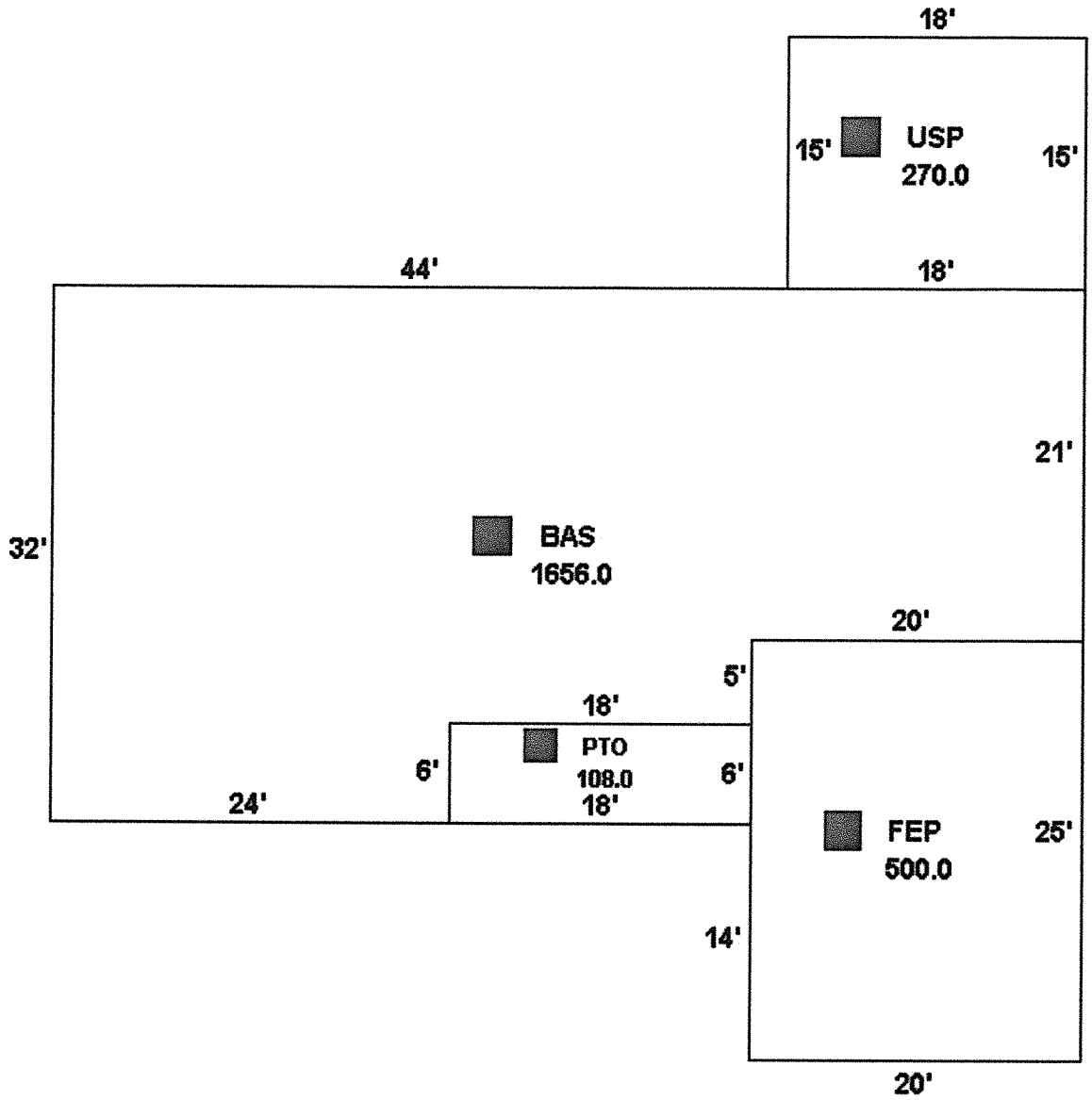
0.730

TOTAL LAND CLASSIFIED 0

TOTAL LAND JUST VALUE 12,980

## BUILDING CHARACTERISTICS

BUILDING 1 OF 1




| | | | | | |
|---|---|---|---|---|---|
| IMPROVEMENT TYPE | R1 Single Family | | | | |
| PHYSICAL DEPR % | 25 | NEXT REVIEW | | FUNCTIONAL OBSOLESCENC | 50% |
| QUALITY GRADE | 300 | YEAR BUILT | 1977 | LOCATIONAL OBSOLESCENCE | 15% |
| APPRAISED BY | | SPEC.ARCH.CODE | (NONE) | | |
| | | ON 09/03/13 | | | |

| SECTION TYPE ID | EXTERIOR WALL TYPE | NBR STORIES | YEAR BLT | ATTIC FINISH | BASEMENT % | FINISHED BASEMENT % | GROUND FLOOR AREA | RATE X (SECTION AREA /TOTAL AREA) | CHARACTERISTICS X | COST |
|---|---|---|---|---|---|---|---|---|---|---|
| BAS 001 | 17 C B STUCCO | 1.00 | 1977 | N | 0% | 0% | 1,656SF | 40.07 | 1,656 (BASE AREA) | 66,356 |
| | | | | | | | | 123.97 | 188 (PERIMETER) 1.007 | 23,306 |
| | | | | | | | | 1.53 | 1,656 (A/C ) | 2,534 |
| USP 002 | | 1.00 | 1983 | N | 0% | 0% | 270SF | 15.38 | 270 (NON-BASE ) | 4,153 |
| FEP 003 | | 1.00 | 1977 | N | 0% | 0% | 500SF | 33.30 | 500 (NON-BASE ) | 16,650 |
| PTO 004 | | 1.00 | 1977 | N | 0% | 0% | 108SF | 3.23 | 108 (NON-BASE ) | 349 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ROOF TYPE | 3 | GABLE | FLOORS | 14 | Carpet | BEDROOMS | 3 | | |
| ROOF COVER | 3 | ASPHALT SHINGL | WALL/CEILING | 5 | Drywall | 4FIXBATH | 0 | 5FIXBATH | 0 |
| HEAT TYPE1 | 6 | Forced Ducted | HEAT SOURCE1 | 1 | Electricity | 3FIXBATH | 2 | 6FIXBATH | 0 |
| HEAT TYPE2 | | | HEAT SOURCE2 | | | 2FIXBATH | 0 | 7FIXBATH | 0 |
| FOUNDATION | 3 | Concrete Slab | FIREPLACES | 1 | | XFIXTURE | 0 | | |
| A/C | Y | | | | | | | | |

## MISCELLANEOUS IMPROVEMENTS

| SOH | TYPE | NUMBER UNITS/TYPE | LIFE | YEAR IN | GRADE | LENGTH | WIDTH | DEPR. VALUE |
|---|---|---|---|---|---|---|---|---|
| Y | RSP RES SWIM POOL | 450.00 SF | 30 | 1983 | 3 | 30.00 | 15.00 | 6,442 |
| Y | SER SCREEN ENC RES | 1,075.00 SF | 99 | 1983 | 3 | 43.00 | 25.00 | 2,841 |
| Y | PTO PATIO/CONCSLAB | 650.00 UT | 30 | 1983 | 3 | 0.00 | 0.00 | 420 |
| | | | | | TOTAL DEPRECIATED VALUE | | | 9,703 |

## COST METHOD

| BLDG NBR | REPLACEMENT COST NEW | DEPRECIATION | R.C.N. LESS DEPRECIATION |
|---|---|---|---|
| 34166 | 131,913 | 97,285 | 34,628 |

| | |
|---|---|
| TOTAL BLDG R.C.N. | 131,913 |
| TOTAL BLDG DEPR. | 97,285 |
| TOTAL R.C.N.L.D. | 34,628 |
| MISC. IMPRV. (DEPR) | 9,703 |
| LAND VALUE | 12,980 |
| MARKET ADJUSTMENT | -9,349 |
| COST, MARKET ADJ. | 47,962 |

## APPRAISER NOTES

GUNITE POOL / 3 SIDED SCREEN ENCLOSURE / SCREEN AROUND UOP
TAKEN INTO ACCOUNT WITH SCREEN ENCLOSURE
*JR 9-7-90 ST
JGS041698 TTT TOLD HER THE HX WOULD REMAIN ON FOR 1998, BUT
WOULD BE REMOVED FOR 1999. IF SHE MOVED BACK IN SHE WOULD
NEED TO REQUALIFY FOR THE EXEMPTION *LEF
KLC/RMZ101097 1/3 REVIEW: CORRECT SITUS. PART OF BASE=FEP.
UOP=USP. ADD PTO/INTERCOM. SP3=SER3. DELETE SHED. MJO042098
LSC041603 DISQ OR4958-2266, 100% FIN.

| | | | |
|---|---|---|---|
| ZONING CHGD TO OR FOR 2004 ROLL. | LCOFFIN | 7/8/2004 | 3:09:56PM |
| TJH 3/3/10 COURTESY REVIEW, INTERIOR RENOVATIONS IN PROGRESS, APPLIED 20% LOC OBS FOR SFR ON COMM LAND, APPLIED F.O. FOR INTERIOR CONDITION TO BE REMOVED WHEN REHAB COMPLETE. | TJH | 3/8/2010 | 4:26:31PM |
| TJH 6/28/11 1/5 REV: NO CHGS. | TJH | 6/30/2011 | 8:22:58A |
| KSD 042512 DEP=AYB; OBSOL ADDED. | KSD | 4/25/2012 | 12:11:34P |
| TJH 9/3/13 PMT REV: NO CHG | TJH | 9/4/2013 | 9:19:13AM |
| MTG LETTER 2/12/2014 | SEP | 2/12/2014 | 1:35:02P |

## PLANNING AND BUILDING

| PERMIT NUMBER | PERMIT AMOUNT | DATE ISS | DATE COMP | CONSTRUCTION DESCRIPTION | -CERT OF OCCPNCY- NBR | BLDG | ISS |
|---|---|---|---|---|---|---|---|
| 26785C | 10,000.00 | 09/83 | 12/01/83 | ADD=POOL | | 0 | |
| 13-01856 | 1,400.00 | 07/13 | | REPAIR EXTERIOR WALL | | 1 | |

## T O T A L  V A L U E S

| | | | |
|---|---|---|---|
| LAND VALUE | 12,980 | NEW CONSTRUCTION | 0 |
| IMPROVEMENTS VALUE | 34,982 | | |
| JUST VALUE | 47,962 | | |
| SCHOOL ASSESSED | 47,962 | PREVIOUS SCH ASSESSED | 45,290 |
| NON-SCHOOL ASSESSED | 47,962 | PREVIOUS NON-SCH ASSESSED | 45,290 |
| ASSESSED VALUE | 47,962 | PREVIOUS ASSESSED | 45,290 |
| EXEMPTION VALUE | 25,000 | | |
| ADDL EXEMPTION | 0 | PREVIOUS ADDL EXEMPTION | 0 |
| TAXABLE VALUE | 22,962 | PREVIOUS TAXABLE | 45,290 |
| SCHOOL TAXABLE | 22,962 | PREVIOUS SCH TXBL | 45,290 |
| NON-SCHOOL TAXABLE | 22,962 | PREVIOUS NON-SCH TXBL | 45,290 |

## NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

**COUNTY OF VOLUSIA, FLORIDA** 2013 Paid Real Estate

| PARCEL NUMBER | ALT. KEY | PROPERTY ADDRESS | YEAR | MILL CODE | ESCROW |
|---|---|---|---|---|---|
| 813003370090 | 2599286 | 1948 SAXON, DELTONA | 2013 | 016 | 100061 |

**See reverse side for important information**

LOT 9 EXC N 6.6 FT MEAS ON E/L FOR
NEW R/W BLK 98 DELTONA LA
KES UNIT 3 MB 35 PGS 105-120
See Additional Legal on Tax Roll

ADDRESS CHANGE

CARRERO H LESTER
1948 SAXON BLVD
DELTONA, FL 32725

Volusia County County of Volusia
Paid By CORELOGIC TAX SERVICES $1,342.57
11/25/2013 Receipt # EEX-13-00000310

### AD VALOREM TAXES

| TAXING AUTHORITY | MILL. RATE | ASSESSED VAL. | EXEMPTIONS | TAXABLE VAL. | TAXES LEVIED |
|---|---|---|---|---|---|
| COUNTY | 6.87090 | 45,290 | 0 | 45,290 | 311.18 |
| VOLUSIA FOREVER | 0.05470 | 45,290 | 0 | 45,290 | 2.48 |
| VOLUSIA ECHO | 0.20000 | 45,290 | 0 | 45,290 | 9.06 |
| VOLUSIA FOREVER I & S - 2005 | 0.14530 | 45,290 | 0 | 45,290 | 6.58 |
| SCHOOL | 7.35800 | 45,290 | 0 | 45,290 | 333.24 |
| DELTONA | 7.99000 | 45,290 | 0 | 45,290 | 361.87 |
| ST JOHNS RIVER WATER MGMT | 0.32830 | 45,290 | 0 | 45,290 | 14.87 |
| FLORIDA INLAND NAVIGATION DIST | 0.03450 | 45,290 | 0 | 45,290 | 1.56 |
| W VOLUSIA HOSPITAL AUTHORITY | 2.37590 | 45,290 | 0 | 45,290 | 107.60 |

**TOTAL MILLAGE:** 25.35760 **TOTAL AD VALOREM TAXES:** $1,148.44

### NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | RATE | AMOUNT |
|---|---|---|
| 0161 DELTONA GARBAGE | | 173.96 |
| 0164 DELTONA IMPROVED STORM | | 76.11 |

**TOTAL NON-AD VALOREM ASSESSMENTS:** $250.07

### COMBINED TAXES & ASSESSMENTS:

The total in each box already reflects the discount. Please pay only one amount. See reverse side for other instructions and information.

| If Postmarked By | Please Pay |
|---|---|
| Nov 30, 2013 | $0.00 |
| | |
| | |
| | |
| | |

**DO NOT WRITE ON THIS PORTION. PLEASE DETACH AND RETURN WITH YOUR PAYMENT.**

**COUNTY OF VOLUSIA, FLORIDA** 2013 Paid Real Estate

| PARCEL NUMBER | ALT. KEY | PROPERTY ADDRESS | YEAR | MILL CODE | ESCROW |
|---|---|---|---|---|---|
| 813003370090 | 2599286 | 1948 SAXON, DELTONA | 2013 | 016 | 100061 |

**See reverse side for important information**

LOT 9 EXC N 6.6 FT MEAS ON E/L FOR
NEW R/W BLK 98 DELTONA LA
KES UNIT 3 MB 35 PGS 105-120
See Additional Legal on Tax Roll

ADDRESS CHANGE

CARRERO H LESTER
1948 SAXON BLVD
DELTONA, FL 32725

**YOUR CANCELLED CHECK IS YOUR RECEIPT**
**PAY IN U.S. FUNDS TO: COUNTY OF VOLUSIA.**

Paid

| Please Pay One Amount Only | If Postmarked By | Nov 30, 2013 |
|---|---|---|
| | Please Pay | $0.00 |

11/25/2013 Receipt # EEX-13-00000310 $1,342.57

## Summary Search Page

## Instrument: 2008005508

**Document Information**

| | | | |
|---|---|---|---|
| **Date:** | 01/09/2008 | **Book:** | 6178 |
| **Document Type:** | DEED | **Page:** | 2455 |
| **Status:** | VERIFIED | | |

**Additional Comments**

| | | | |
|---|---|---|---|
| **Instrument:** | 2008005508 | **Pages:** | 2 |
| **Time:** | 04:08 PM | **Return to Label:** | NORTH AMERICAN TITLE CO ORANGE CITY<br>1750 S VOLUSIA AVE STE 3<br>ORANGE CITY , FL 32763<br>REMARKS: ENV FED EX LABEL<br>SENT DATE: 01/10/2008 |
| **Parcel/Case #:** | 8130-33-70-0090 | | |
| **Legal Description:** | LT 9 BLK 98 DELTONA LK UN 3 | | |
| **Transfer:** | $ 125,000.00 | **Finance:** | $ 0.00 |
| **Doc Stamps:** | $ 875.00 | **Intangible Tax:** | $ 0.00 |
| **Recording Fee:** | $ 18.50 | | |

**Name Index**

| Direct Names: | Reverse Names: |
|---|---|
| ERVIN TIM<br>ERVIN TEREZA | CARRERO H LESTER |

## Summary Search Page

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**Name Index**

| Direct Names: | Reverse Names: |
|---|---|
| ERVIN TIM<br>ERVIN TEREZA | CARRERO H LESTER |

# City of Deltona
## NOTARIZED AUTHORIZATION OF OWNER

I/We H. Lester Carrero as the
Print Owner's Name(s)
sole or joint fee simple title holder(s) of the property described as (parcel number and legal description):

_____

_____

_____

_____

_____

authorize _____ to act as my agent to seek a (*select one*) ☐ conditional use; ☐ rezoning; ☒ variance, or other _____, on the above referenced property.

**Property Address:**
1948 Saxon Blvd Deltona FL 32725

_____

**Owner's Signature** | **Owner's Signature**

Date: 6-12-14 | Date: _____

H. Lester Carrero | _____
Print or type name | Print or type name

**STATE OF FLORIDA**
**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this 12 day of June, 2014, by Lester Carrero, who is personally known to me or who has produced Personally Known as identification and who (did / did not) take an oath.

(Notary Seal or Stamp) Notary Public State of Florida Cynthia Fuoco My Commission EE135462 Expires 10/03/2015

Cynthia Fuoco
Notary Public – State of Florida

Cynthia Fuoco
Print or type name

06-23-14 P12:58 IN

FILE COPY

# LAND DEVELOPMENT RECEIPT

Printed: June 23, 2014

PROJECT NO: **VR14-001**

**Receipt Number: P1514**

TAX ID: 30183103370090
1948 SAXON BLVD
DELTONA, FL 32725

COMMERCIAL

| Fee Description | Account Number | Fee Amount |
|---|---|---|
| **VARIANCES** | | |
| Zoning Variance | 329160 | $75.00 |

PAID JUN 23 2014

**Total Fees Paid:** **$75.00**
Date Paid: Monday, June 23, 2014
Paid By: H LESTER CARRERO
Pay Method: CREDIT CARD 12345
Received By: Kathrine Kyp

LAND DEVELOPMENT

June 23, 2014

City of Deltona
Department of Development Services
2345 Providence Boulevard
Deltona, Florida 32725

Re: Variance Application for Lester Carrero Chiropractor Clinic

The proposed project will consist of the change in use of a vacant single residence to a medical clinic use. The site is located at 1948 Saxon Boulevard and has recently rezoned to Office Residential in order to create a transitional zoning district along Saxon Boulevard. The proposed use, medical clinic is a conditional use and an appropriate use for the transitional nature of the zoning and site. The clinic hours of operation will be from Monday thru Thursday 9:00 am-6:00 pm. The estimated patient flow is around 20-25 patient a day.

The City's Land Development Code, Section 110-828, requires 5 spaces per 1,000 square feet of building area. The existing building is approximately 2066 square feet, requiring 11 parking spaces. In order to maintain an existing large diameter specimen live oak on site, provide the landscape buffers required for a corner parcel and provide for emergency responder access without impacts to Saxon Boulevard, the site can accommodate 7 spaces. No new driveway connections for Saxon Boulevard are proposed for this site. A parking count of 7 spaces is consistent with the proposed number of employees and patients for this facility.

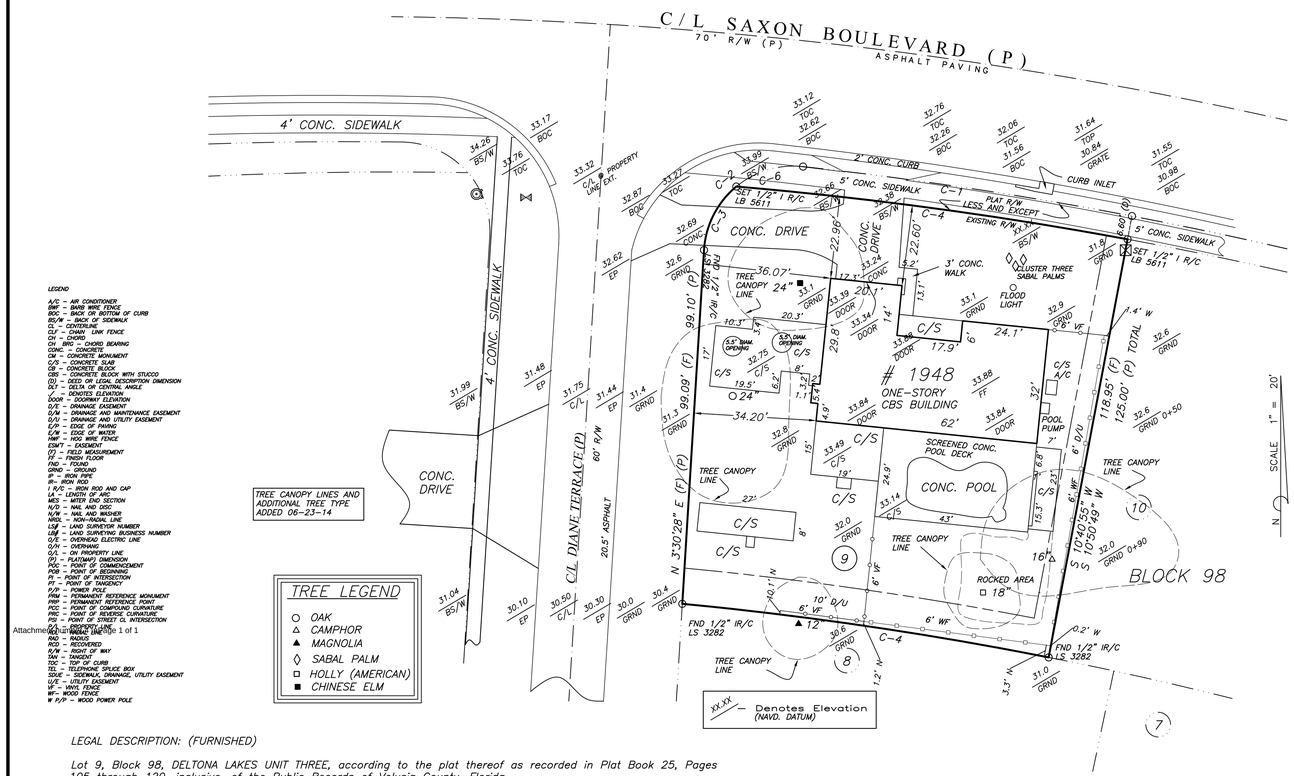
Therefore, this variance request is for the reduction of required parking spaces from 11 spaces to 7 spaces for a total reduction of 4 required spaces and for a rear parking buffer yard for parking backup. This request is appropriate for this site based on the site's corner lot location, existing specimen tree, number of employees, number of patients and transitional use nature of the site.

06-24-14 A09:05 IN

Sincerely

Lester Carrero

# SKETCH OF SURVEY




TREE CANOPY LINES AND ADDITIONAL TREE TYPE ADDED 06-23-14

## TREE LEGEND

- ○ OAK
- △ CAMPHOR
- ▲ MAGNOLIA
- ◊ SABAL PALM
- □ HOLLY (AMERICAN)
- ■ CHINESE ELM

XX.XX — Denotes Elevation (NAVD. DATUM)

THIS SURVEY IS CERTIFIED TO:

LESTER CARRERO

LEGEND

A/C – AIR CONDITIONER
BWF – BARB WIRE FENCE
BOC – BACK OR BOTTOM OF CURB
BS/W – BACK OF SIDEWALK
CL – CENTERLINE
CLF – CHAIN LINK FENCE
CH – CHORD
CH BRG – CHORD BEARING
CONC. – CONCRETE
CM – CONCRETE MONUMENT
C/S – CONCRETE SLAB
CB – CONCRETE BLOCK
CBS – CONCRETE BLOCK WITH STUCCO
(D) – DEED OR LEGAL DESCRIPTION DIMENSION
DLT – DELTA OR CENTRAL ANGLE
( ) – DENOTES ELEVATION
DOOR – DOORWAY ELEVATION
D/E – DRAINAGE EASEMENT
D/M – DRAINAGE AND MAINTENANCE EASEMENT
D/U – DRAINAGE AND UTILITY EASEMENT
E/P – EDGE OF PAVING
E/W – EDGE OF WATER
HWF – HOG WIRE FENCE
ESMT – EASEMENT
(F) – FIELD MEASUREMENT
FF – FINISH FLOOR
FND – FOUND
GRND – GROUND
IP – IRON PIPE
IR – IRON ROD
I R/C – IRON ROD AND CAP
LA – LENGTH OF ARC
MES – METER END SECTION
N/D – NAIL AND DISC
N/W – NAIL AND WASHER
NRDL – NON-RADIAL LINE
LS# – LAND SURVEYOR NUMBER
LB# – LAND SURVEYING BUSINESS NUMBER
O/E – OVERHEAD ELECTRIC LINE
O/H – OVERHANG
O/L – ON PROPERTY LINE
(P) – PLAT(MAP) DIMENSION
PCP – PERMANENT CONTROL POINT
POB – POINT OF BEGINNING
PI – POINT OF INTERSECTION
PT – POINT OF TANGENCY
P/P – POWER POLE
PRM – PERMANENT REFERENCE MONUMENT
PRP – PERMANENT REFERENCE POINT
PCC – POINT OF COMPOUND CURVATURE
PRC – POINT OF REVERSE CURVATURE
PSI – POINT OF LINE/ CL INTERSECTION
P.L. – PROPERTY LINE
R – RADIAL LINE
RAD – RADIUS
RCD – RECOVERED
R/W – RIGHT OF WAY
TAN – TANGENT
TBC – TOP OF CURB
TEL – TELEPHONE SPLICE BOX
SDUE – SIDEWALK, DRAINAGE, UTILITY EASEMENT
U/E – UTILITY EASEMENT
VF – VINYL FENCE
WF– WOOD FENCE
W P/P – WOOD POWER POLE

Attachment: Sketch of Survey (1948 : Boundary, Topo, Tree Location) Page 1 of 1

LEGAL DESCRIPTION: (FURNISHED)

Lot 9, Block 98, DELTONA LAKES UNIT THREE, according to the plat thereof as recorded in Plat Book 25, Pages 105 through 120, inclusive, of the Public Records of Volusia County. Florida.
LESS AND EXCEPT THE FOLLOWING:

Beginning at the Northeast corner of said Lot 9; thence South 11 degrees 02 minutes 46 seconds West along the East line of said Lot 9 for a distance of 6.80 feet along a Non-Tangent curve concave to the Southwest having a cartel angle of 05 degrees 35 minutes 26 seconds, a radius of 1126.00 feet for a distance of 110.26 feet and a chord that bears North 81 degrees 55 minutes 28 seconds West to the Northeasterly line of said Lot 9; thence along said Northwesterly line being a Non-Tangent curve concave to the Southeast having a oeritral angle of 44 degrees 37 minutes 14 seconds, a radius of 25.00 feet for a distance of 19.47 feet and a chord that bears North 74 degrees 09 minutes 36 seconds East to the North line of said Lot 9; thence along said North line being a tangent curve concave to the South having a central angle 04 degrees 34 minutes 33 seconds, a radius of 1168.00 feet for a distance of 93.04 feet to the Point of Beginning.

CURVE TABLE;

| | | |
|---|---|---|
| C-1 | C-3 | C-5 |
| DLT= 04°34'26" (P) | DLT= 46°55'53" (CALC) | DLT= 05°41'10" (P) |
| RAD = 1165.00' (P) | RAD = 25.00' (P) | RAD = 1040.00' (P) |
| LA = 93.00' (P) CHD = 92.98' (P) | LA = 20.48' (CALC) CHD = 19.91' (CALC) | LA = 103.21' (P) CHD = 103.17' (P) |
| CHORD BRG = N 81°26'37" W 92.96' (CALC) | CHORD BRG = N 26°58'22" W 19.91' (F) | CHORD BRG = N 81°40'33" W 103.49' (F) |
| C-2 | C-4 | C-6 |
| DLT= 92°45'55" (P) | DLT= 05°36'26" (D) | DLT= 44°37'14" (D) |
| RAD = 25.00' (P) | RAD = 1128.00' (D) | RAD = 25.00' (D) |
| LA = 40.48' (P) CHD = 36.20' (P) | LA = 110.26' (D) CHD = 110.02' (D) | LA = 20.00' (D) CHD = 19.47' (D) |
| CHORD BRG = S 49°53'23" W 36.20' (CALC) | CHORD BRG = N 82°19'25" W 110.34' (F) | CHORD BRG = N 73°21'20" E 19.47' (CALC) |

SYMBOLS LEGEND: ELECTRIC TRANSFORMER PAD; FIRE HYDRANT; W P/P ANCHOR WIRE LEAD; TEL SPLICE BOX; WATER METER; HANDICAP PARKING; CONC. STORM INLET; WELL; GAS METER; WATER VALVE; CONC. MITER END SECTION; UNDERGROUND DRAINAGE PIPE

THE SURVEY DEPICTED HERE IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

NOTE:

THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY/SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THE CERTIFICATION(S) HEREON IS EXPRESSED BY THE SURVEYOR AND MAPPER AND NOT THE FIRM WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR ENTITIES.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY AND /OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. UNLESS NOTED OTHERWISE, ELEVATIONS ARE ASSUMED AND DO NOT REFER TO MEAN SEA LEVEL DATUM AND ALL LINEAR MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL EQUIVALENTS THEREOF.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS, INTERIOR FENCES AND OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
6. BEARINGS AS NOTED ON SURVEY DRAWING.
7. THE SURVEY DEPICTED HEREON IS CERTIFIED ONLY TO THE LAST FIELD DATE SHOWN HEREON.
8. UNLESS NOTED OTHERWISE, FLOOD ZONES AND ANY FLOOD ZONE LINES SHOWN HEREON, ARE SCALED FROM THE NFIP MAP AND PANEL NUMBER AND THE COMMUNITY NAME AND – COMMUNITY NUMBER, DATED FEBRUARY 19, 2014, AS LISTED BELOW.
FLOOD ZONE (S): X
PANEL NUMBER AND NUMBER: 12127C0620 J
COMMUNITY NAME AND NUMBER: CITY OF DELTONA – 120677
9. THE ELECTRONIC FILE FOR THE SURVEY DEPICTED HEREON IS THE PROPERTY OF ATLANTIC SURVEYING LOCATED IN DELAND, FLORIDA AND IS NOT THE PROPERTY OF THE CLIENT.

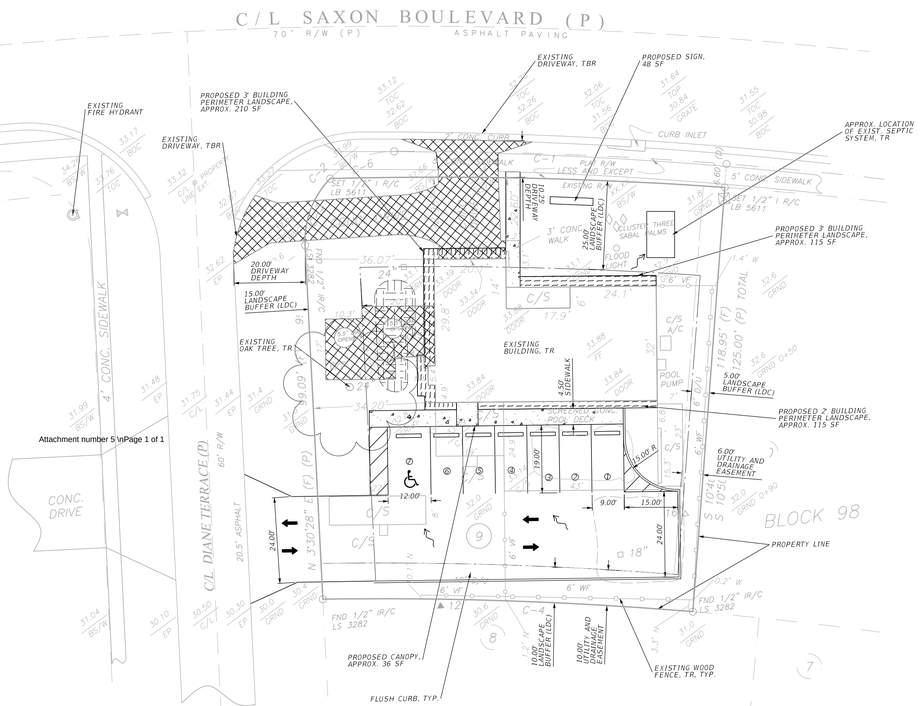

PREPARED BY
ATLANTIC SURVEYING
1411 East New York Avenue
DeLand, Florida 32724
Phone: (386) 734-8472 Fax: (386) 738-6911
JAMES H. BENNETT, FLA. P.L.S. # 4974 FLA. LB # 5611


THIS PLAT OR SKETCH OF SURVEY IS CERTIFIED AS MEETING THE MINMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027.

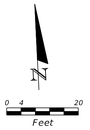
REVISIONS, RECERTIFICATION AMENDMENTS, (IF ANY) ARE NOTED ABOVE

PREPARED FOR
CARRERO

FIELD DATE 06-06-14 JOB NO. 14-126
FILE DELTONA LAKES, UNIT THREE
TYPE OF WORK BOUNDARY, TOPO, TREE LOCATION
PARTY CHIEF JP DRAWN BY JHB
SHEET 1 OF 1
SCALE 1" = 20' CALC. BY JP
SIGNATURE DATE




Attachment number 5 \nPage 1 of 1




NOTES:

1. VARIANCE IS REQUIRED FOR REDUCTION IN PARKING AND PARKING IN REAR BUFFER YARD.

2. FIRE LINE TEST WILL BE PROVIDED AT FINAL SITE PLAN.

3. PROJECT QUALIFIES FOR FDEP 10-2 SELF-CERTIFICATION.

4. THERE IS A NET INCREASE OF IMPERVIOUS AREA OF APPROXIMATELY 564 SF.

5. PROJECT LIMITS ARE WITHIN FLOOD ZONE X, NFIP MAP AND PANEL NUMBER 12127C0620 J.

6. LANDSCAPE, IRRIGATION AND LIGHTING PLANS WILL BE PROVIDED AT FINAL SITE PLAN.

7. THERE ARE NO KNOWN WILDLIFE CORRIDORS, HABITATS, PLANTS AND/OR ANIMALS FOR FEDERAL AND STATE ENDANGERED SPECIES, THREATENED SPECIES OR SPECIES OF SPECIAL CONCERN WITHIN THE PROJECT LIMITS.

8. THERE ARE NO KNOWN HISTORIC OR ARCHAEOLOGICAL SITES WITHIN THE PROJECT LIMITS.

9. THE SUBJECT SITE IS OWNED BY MR. LESTER CARRERO. PROPERT ADDRESS IS 1948 SAXON BOULEVARD.

10. PARCEL LEGAL DESCRIPTION PER SURVEY BY ATLANTIC SRVEYING: "LOT 9, BLOCK 98, DELTONA LAKES UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGES 105 THROUGH 120, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THE SAID LOT 9; THENCE SOUTH 11 DEGREES 02 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 9 FOR A DISTANCE OF 6.80 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CARTEL ANGLE OF 05 DEGREES 35 MINUTES 26 SECONDS, A RADIUS OF 1128.00 FEET FOR A DISTANCE OF 110.26 FEET AND A CHORD THAT BEARS NORTH 81 DEGREES 55 MINUTES 28 SECONDS WEST TO THE NORTHEASTERLY LINE OF SAID LOT 9; THENCE ALONG SAID NORTHWESTERLY LINE BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A DERITRAL ANGLE OF 44 DEGREES 37 MINUTES 14 SECONDS, A RADIUS OF 25.00 FEET FOR A DISTANCE OF 19.47 FEET AND A CHORD THAT BEARS NORTH 74 DEGREES 09 MINUTES 36 SECONDS EAST TO THE NORTH LINE OF SAID LOT 9; THENCE ALONG SAID NORTH LINE BEING A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE 04 DEGREES 34 MINUTES 33 SECONDS, A RADIUS OF 1168.00 FEET FOR A DISTANCE OF 93.04 FEET TO THE POINT OF BEGINNING."

11. INTENDED USE STATEMENT: THE EXISTING SINGLE FAMILY STRUCTURE IS TO BE RE-PURPOSED AS A CHIROPRACTOR CLINIC. MINOR EXTERIOR MODIFICATIONS ARE PROPOSED FOR THE STRUCTURE INCLUDING REMOVAL OF THE EXISTING POOL SCREEN ENCLOSURE AND CONSTRUCTUION OF AN AWNING OVER THE SOUTH ENTRANCE OF THE BUILDING. THE SOUTH ENTRANCE WILL BE THE PRIMARY ENTRANCE.

12. EXISTING CURB CUTS ON SAXON BOULEVARD AND DIANE TERRACE ARE TO REMAIN FOR EMERGENCY ACCESS ONLY. THE EXISTING CONCRETE DRIVEWAYS WILL BE REMOVED, THE AREAS RE-STABILIZED AND SODDED FOR EMERGENCY USE ONLY.

13. THE EXISTING POOL IS TO BE FILLED FOR THE CONSTRUCTION OF ASPHALT PARKING. BOTTOM OF POOL SHALL BE "BROKEN" TO PREVENT SUBSURFACE "POND" OF GROUND WATER. CONCRETE SLAB AROUND POOL SHALL BE REMOVED AS NEEDED FOR THE CONSTRUCTION OF THE PARKING FACILITY AND LANDSCAPE ISLANDS.

14. NO BIOHAZARDOUS WASTE WILL BE GENERATED BY THE PROPOSED USE. STANDARD "HOUSEHOLD" WASTE RECEPTACLES AS ISSUED BY WASTE PRO. THEREFORE, A DUMPSTER ENCLOSURE IS NOT NEEDED NOR PROPOSED FOR THIS PROJECT.

15. A DRIVEWAY CONNECTION PERMIT IS NOT REQUIRED FROM VOLUSIA COUNTY FOR THIS PROJECT.

16. UPON APPROVAL OF CONDITIONAL USE AND VARIANCES THE PROJECT WILL BE SUBMITTED FOR FINAL SITE PLAN APPROVAL.

LEGEND

| | |
|---|---|
| LDC | LAND DEVELOPMENT CODE |
| TBR | TO BE REMOVED |
| TR | TO REMAIN |
| (#) | PARKING SPACE NUMBER |

| | |
|---|---|
| FRONT YARD: | 25 FT |
| SIDE STREET YARD: | 15 FT |
| SIDE YARD: | 11 FT |
| REAR YARD: | 25 FT |

EXISTING CONCRETE, TR

NEW CONCRETE SIDEWALK

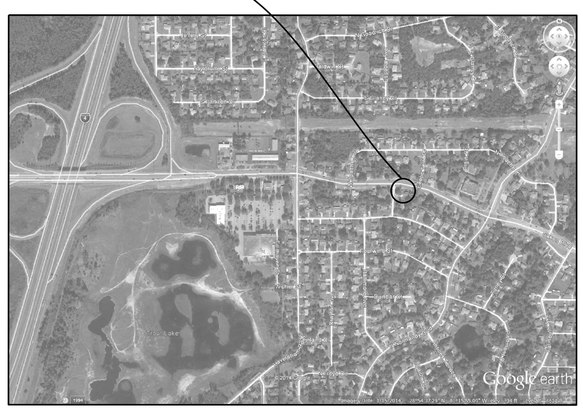
SHALLOW STORMWATER SWALES INTERGRATED INTO LANDSCAPE

EXISTING CONCRETE, TBR

PROPOSED BUILDING PERIMTER LANDSCAPE

| SITE DATA TABLE | | | |
|---|---|---|---|
| PARCEL ZONING CLASSIFICATION | OFFICE RESIDENTIAL (OR) | | |
| | PERCENTAGE | SF | AC |
| PROJECT AREA | 100% | 13,070 | 0.30 |
| SITE BUILDING COVERAGE | 16% | 2,051 | 0.05 |
| IMPERVIOUS SURFACE COVERAGE | | | |
| EXISTING | 45% | 5,856 | 0.13 |
| PROPOSED | 49% | 6,420 | 0.15 |
| PERVIOUS SURFACE COVERAGE | | | |
| EXISTING | 57% | 7,437 | 0.17 |
| PROPOSED | 51% | 6,650 | 0.15 |
| PROPOSED PERIMETER AREA LANDSCAPE | 36% | 4,710 | 0.11 |
| PROPOSED BUILDING PERIMETER AREA LANSCAPE | 3% | 435 | 0.01 |
| PARKING | | SF | SPACES |
| CODE REQUIRED - MEDICAL OFFICE | 5/1,000 SF | 2,051 | 11 |
| PROVIDED (1) | | 2,051 | 7 |

PROJECT LOCATION




VICINITY MAP
N.T.S.

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| REVISIONS | | | |

SCALE: AS NOTED
DRAWN BY: SMR
PROJ. MANAGER: MAV
PROJ. #: 2014.007
DATE: 06/23/14

ISSUED FOR: ■ PRELIMINARY ☐ PERMITTING ☐ BIDDING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD DWG

MIKOLL A. MAVIVERO
FLORIDA LICENSE NO. 44560
NOT VALID UNLESS SIGNED & SEALED BY A REGISTERED ENGINEER


IDENTIFY ARCHITECTS + ENGINEERS, INC.
665 WEST WARREN AVENUE, LONGWOOD, FLORIDA 32750
T 407.331.6116 F 407.331.4566 WWW.BAECONLINE.COM
BPE CA NO.: 00005888
BPA&ID CA NO.: AAC002023


# CARRERO CLINIC
DELTONA, FLORIDA
FOR
LESTER CARRERO

## SITE PLAN AND SITE DATA TABLE

SHEET NO C-100

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - C

**SUBJECT:** Public Hearing - Resolution No. 2014-29, East Coast Dragon Tattoo Conditional Use Application (CU 14-005).

---

**LOCATION:**

Located at 577 Deltona Boulevard within the Deltona Square Plaza, Suite No. 16.

**BACKGROUND:**

The City of Deltona received a Conditional Use application for the proposed East Coast Dragon Tattoo parlor. Per Section 110-316 of the City's Code of Ordinances (Code), tattoo parlors can be a Conditional Use within the C-2 (General Commercial) zoning district, which the subject site is located. Any proposed tattoo parlor would also have to conform to the standards for Conditional Uses that are listed within Section 110-817 and Section 110-1102 of the Code for Conditional Use review.

Upon staff review, the proposed location and Conditional Use criteria in the Code would allow for the proposed tattoo parlor to be located within the Deltona Square Plaza. The proposed parlor would be compatible to other non-residential uses within the plaza, there is an existing surface parking facility for shopping center parking, there is ample access management and roadway capacity along Deltona Boulevard, there is appropriate multi-tenant signage potential for the use, there is scaling, massing, and orientation away from nearby residential uses, there is proper commercial zoning for the site, and the proposed use will be within an existing building designed to accommodate a variety of non-residential uses. The proposed use would occupy a vacant commercial suite and allow a Deltona resident to have a Deltona business (currently located in Daytona Beach).

Since the City is suburban in character and tattoo parlors are typically located in more urban locations, for example along International Drive and in downtown Orlando, and tend to cluster as a land use, staff recommends the following conditions to be added to the Conditional Use: 1) the tattoo parlor can only operate from 10:00 AM to 10:00 PM; 2) no neon or neon-like signs or similar apparatus can be displayed

at the tattoo parlor; and 3) all other signage for the tattoo parlor shall comply with Chapter 102 of the City's Land Development Code.

Finally, Resolution No. 2014-29 was reviewed at the September 17, 2014, Planning and Zoning Board meeting and the Board recommended that the Conditional Use application be approved by the City Commission, subject to the conditions of approval listed within the resolution.

**ORIGINATING DEPARTMENT:** Planning and Development Services

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** Planning Director, City Attorney, Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:** Scott McGrath, Planner, Planning and Development Services - Staff recommends approval of Resolution No. 2014-29 (CU 14-005), a Conditional Use to allow the East Coast Tattoo parlor to be located within the Deltona Square Plaza at 577 Deltona Boulevard, subject to the conditions of approval listed within the resolution.

**POTENTIAL MOTION:** "I move to approve Resolution 2014-29 (CU 14-005), a Conditional Use to allow the East Coast Tattoo parlor to be located within the Deltona Square Plaza at 577 Deltona Boulevard, subject to the conditions of approval listed within the resolution."

**AGENDA ITEM APPROVED BY:**

_____

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Resolution No. 2014-29
- Staff Report 090214

**RESOLUTION NO. 2014-29**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; GRANTING A CONDITIONAL USE TO PERMIT A TATTOO PARLOR WITHIN THE C-2, GENERAL COMMERCIAL, ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 577 DELTONA BOULEVARD; WITHIN THE CITY OF DELTONA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Deltona has received application number CU14-005 to allow for a Conditional Use within the C-2, General Commercial, zoning district for a tattoo parlor to be located at 577 Deltona Boulevard; and

**WHEREAS,** Section 110-316(c) of the City of Deltona Code of Ordinances requires tattoo parlors be approved as a Conditional Use within the C-2, General Commercial, zoning district; and

**WHEREAS,** Section 110-1102, of the City of Deltona Code of Ordinances provides regulations for Conditional Use review and the proposed Conditional Use application number CU14-005 is consistent with Section 110-1102 of the City of Deltona Code of Ordinances; and

**WHEREAS,** the City of Deltona held public hearings after due public notice to review the proposed Conditional Use application number CU14-005.

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

**SECTION 1.** In accordance with the City of Deltona Code of Ordinances, the City of Deltona City Commission hereby grants approval for Conditional Use, CU14-005, for the use of a tattoo parlor to be located at 577 Deltona Boulevard, subject to the following conditions of approval, as listed within Resolution No. 2014-29:

1) The tattoo parlor can only operate between the hours of 10:00 AM to 10:00 PM.

2) No neon or neon-like signs or similar apparatus can be displayed at the tattoo parlor.

3) All other signage for the tattoo parlor shall comply with Chapter 102 of the City's Land Development Code.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

PASSED AND RESOLVED THIS _____ DAY OF _____, 2014, BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA.

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

_____
JOYCE RAFTERY, CMC, City Clerk

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

_____
GRETCHEN R. H. VOSE, ESQ., City Attorney

# Memorandum

**To:** **Planning and Zoning Board**

**From:** **Chris Bowley, AICP**

**Date:** **September 2, 2014**

**Re:** **Conditional Use Application for East Coast Dragon Tattoo Project No. CU14-005**

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## I. SUMMARY OF APPLICATION:

**Applicant:** Mr. Julio Rubles, Owner of East Coast Dragon Tattoo

**Request:** The City has received an application for a Conditional Use to allow a tattoo and body piercing shop to open in the existing Deltona Square Plaza located at 577 Deltona Boulevard. Tattoo shops require a Conditional Use approval to operate in the C-2 (General Commercial) zoning district.

### A. SITE INFORMATION:

**Tax Parcel No.:** 8036-05-09-0040

**Property Acreage:** ±1.59 Acres

**Property Location:** 577 Deltona Boulevard, suite 16. The Plaza is generally located approximately one half mile north of the intersection of Dirksen Drive/Debary Road Avenue and Deltona Boulevards.

**Legal Description:** Lot 4 Block 1013 Deltona Lakes Re-plat of Unit 37 & 29 Map Book 27 Pages 181 Thru 183 Per Ordinance Book 5288 Page 3959 Per Ordinance Book 5658 Page 2669.

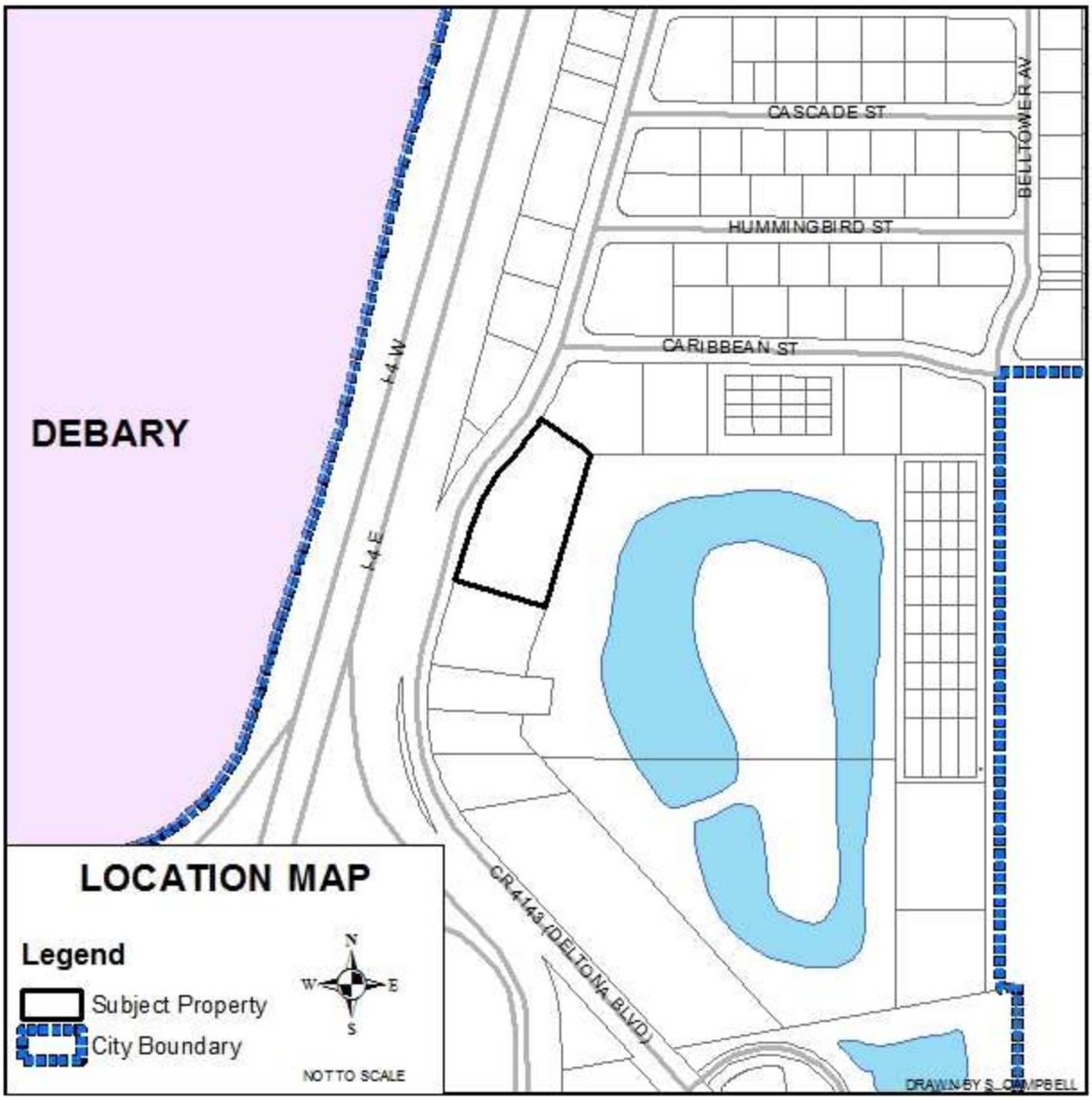


**Figure 1: Location Map**

**Figure 2: Aerial Photo**

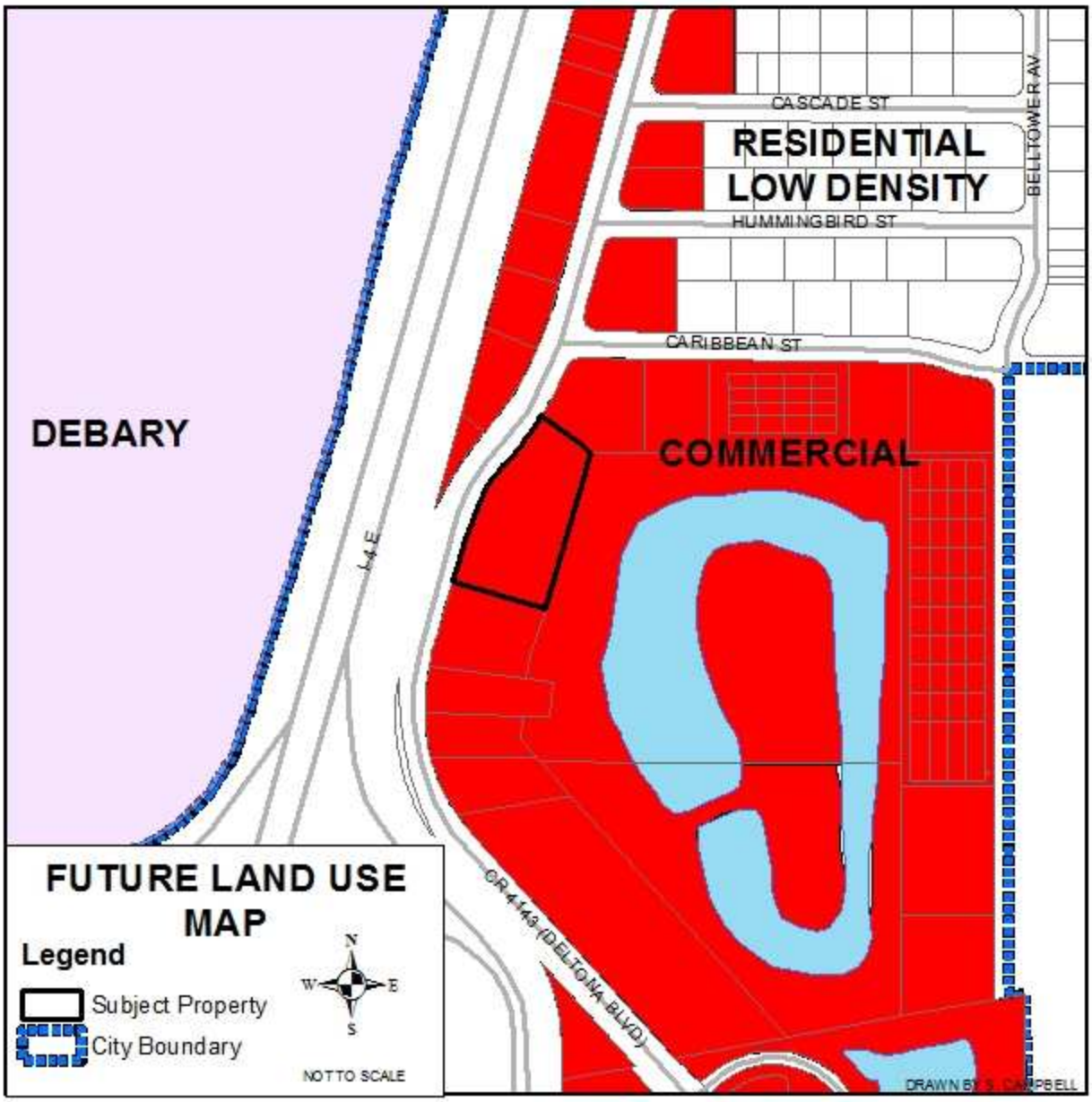


**Figure 3: Future Land Use Map**

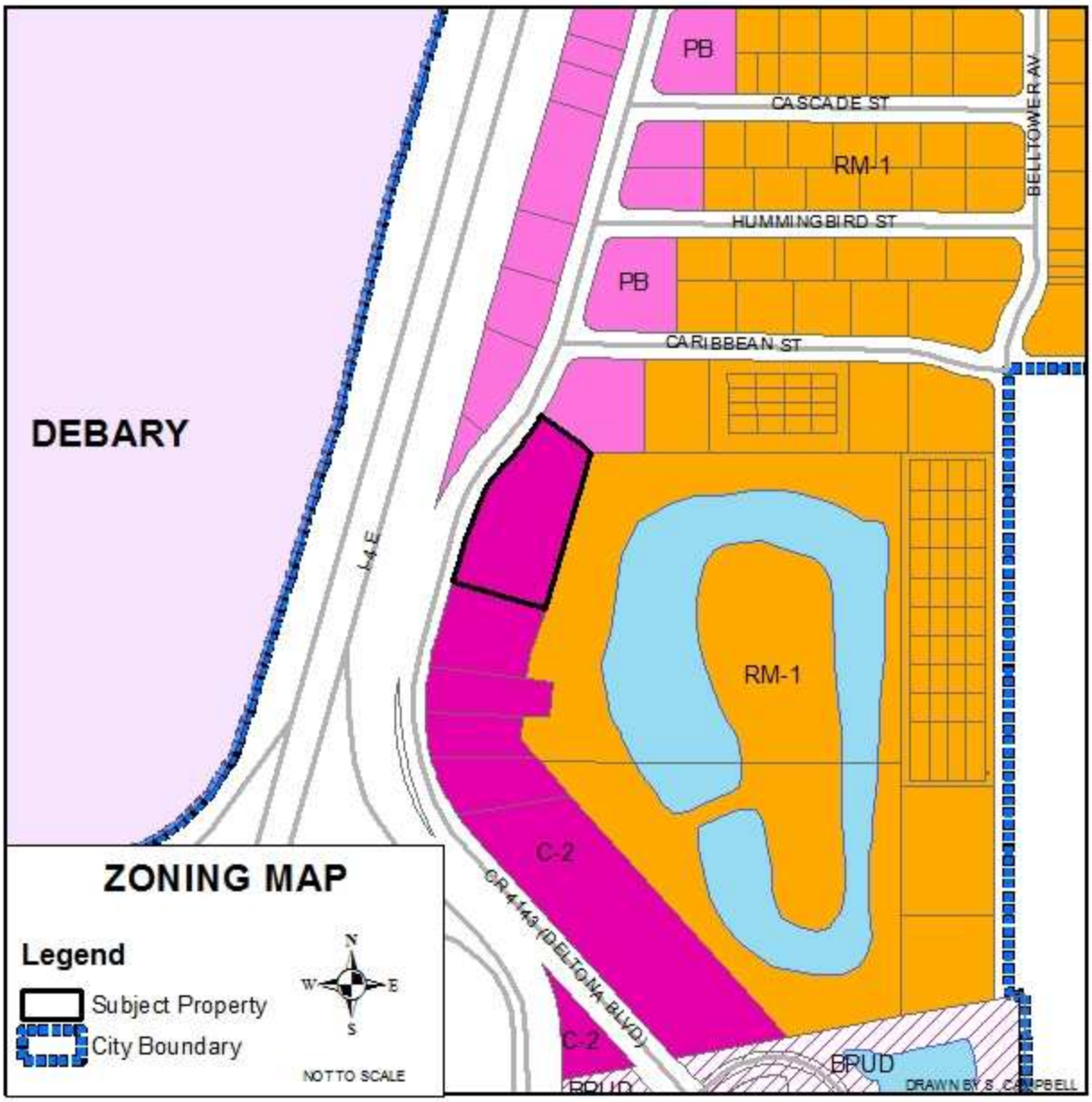


**Figure 4: Zoning Map**

**B. Existing Zoning:**

**1. Subject Property:**
**Existing:** General Commercial (C-2)

**2. Adjacent Properties:**
**North:** Professional Business (PB)
**South:** General Commercial (C-2)
**East:** Multi-family (RM-1)
**West:** I-4 Right of Way

**C. Zoning Description:**

**General Commercial (C-2)** *Purpose and intent.* The purpose and intent of the C-2 General Commercial classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major collector or arterial road. The C-2 classification is intended to be applied to strip retail areas and may be applied to Interstate Highway interchange areas and other intersections that are characterized by high traffic volumes appropriate for highway-oriented commercial development and shopping centers. This district is not intended to be applied within established residential areas, except when those areas are either in transition, blighted, or designated in the commercial future land use category on the adopted Future Land Use Map. This zoning district shall only be applied to areas designated in the commercial future land use category on the adopted Deltona Comprehensive Plan Future Land Use Map.

**D. Background:**

The City received an application for a Conditional Use to allow a tattoo parlor to open in the existing Deltona Square Plaza, located at 577 Deltona Boulevard. A tattoo parlor requires Conditional Use approval to operate within the C-2 zoning district.

**E. Support Information**
**Public Facilities:**

| | | |
|---|---|---|
| a. | Potable Water: | To be supplied by Deltona Water |
| b. | Sanitary Sewer: | To be supplied by Deltona Water |
| c. | Fire Protection: | Fire Station 63 |
| d. | Law Enforcement: | Volusia County Sheriff's Office (VCSO) |
| e. | Electricity: | Duke Energy |

## F. Matters for Consideration:

Per Code, Section 110-1102(g), the City Commission may approve, approve with conditions, or deny any application for a Conditional Use for one or more of the following reasons:

1. **Is the proposed use consistent with the intent of this chapter?**

   Tattoo parlors appear as a Conditional Use option as part of the C-2 zoning district. The City Land Development Code does not have any specific supplemental regulations to guide the location or appropriateness of a tattoo parlor at a certain location. This not to suggest that the City regulations are devoid of guidance with regard to the location of a tattoo operation. The C-2 zoning is intended to facilitate the development of more intensive commercial uses that may be beyond what is considered neighborhood oriented. However, most C-2 uses represent typical commercial uses such as offices, and general retail that may not be inconsistent with the residential character of the City. From the perspective of a tattoo parlor, there are opportunities for such uses within the City as a permitted principal use. The C-3 (heavy commercial) and the Industrial zoning classifications allow tattoo parlors as a permitted principal use. The C-3 and Industrial zoning classifications allow intensive uses and are not generally compatible with residential areas. This incompatibility is evidenced by the fact that the C-3 and Industrial zoning classifications are not widely applied within the City jurisdiction. Tattoo parlors could be considered contentious land uses and blighting influences. Part of the logic behind the aforementioned inferences is that tattoo parlors are sometimes after hour establishments and, in some cases, traditionally located in areas that exhibit a plethora of after hour uses like bars and nightclubs. The storefront design and signage associated with some tattoo establishments can be very attention getting, featuring an abundance of neon and/or bright colors/designs which may be considered out of character for some areas.

2. **Is the proposed use consistent with the Comprehensive Plan?**

   With appropriate conditions to protect nearby residential and commercial uses, the proposed use would be consistent with the Comprehensive Plan.

3. **Will the proposal adversely affect the public interest?**

   Anecdotal observation indicates that tattoo art has become more mainstream. However, while tattoo art has been more accepted, the stigma and perception of blight often associated with tattoo parlors is a concern that falls within the ambit of public interest. Again, conditions to include limited hours of operation and a less conspicuous storefront may be employed to address some of the concerns about such a use.

4. **Can the applicant meet the expressed requirements of applicable City Conditional Use regulations?**

   The City can condition a Conditional Use application. The applicant should have no problem complying with reasonable conditions.

5. **Will the applicant be able to meet all requirements imposed by federal, state or local governments?**

   Tattooing is a regulated industry. The State is the entity that inspects and ensures that tattoo operations are sanitary and comply with public health rules.

6. **Will the proposed use generate undue traffic congestion?**

   No, the applicant will be filling an empty suite in an existing commercial strip center; the parking and traffic have already been taken into consideration. This use will not create undue congestion.

7. **Will the proposed use create a hazard, public nuisance or be dangerous?**

   A tattoo parlor could become a public nuisance or hazard if not properly regulated. Tattoo parlors can be an after hour use and late night activity can be incompatible with residential neighborhoods. In addition, sign options should be restricted as well. Suggested regulations include a limitation of hours of operation and a limitation on sign types.

8. **Will the proposed use materially alter the character of surrounding neighborhoods or adversely affect the value of surrounding land, structures or buildings?**

   The tattoo parlor is proposed for an existing suite in an existing strip center. There is already an existing after hour use in the strip center – a bar known locally as the "Bulldog Saloon". The bar comports to the separation requirements of a bar from a house of worship, school, etc. or other bar. There are no separation requirements articulated in the City zoning regulations between a bar and a tattoo parlor. However, the concentration of after hour uses in an area can change the character of nearby commercial and residential environments. Currently, the bar is a small operation occupying only limited space in a small strip center. Expanding after hour activity in the area could result in more visitors coming to the area. However, a concentration of after hour businesses can change the perception of the area and over time tends to drive out other businesses, even if those businesses are daytime uses. Nearby neighborhoods may also experience elevated traffic activity during traditional off peak hours.

9. **Will the proposed use adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution?**

   No, the area is already developed in an urban fashion, allowing a tattoo parlor in the existing commercial plaza will not adversely affect the environment, natural resources, scenic beauty or cause excessive pollution.

**CONCLUSION/STAFF RECOMMENDATION:**

With regard to controversial land uses like tattoo parlors, bars, nightclubs, etc. there are really two ways of which to manage such uses. One method is to concentrate controversial uses into known districts where those wishing to partake in the goods/services offered can go and experience these activities. The concentration method also allows a local government to allocate resources (like law enforcement) to manage such activities. This method typically works well in highly urbanized areas. The other approach is to disperse contentious land uses throughout a community. This is the method typically utilized by less urbanized communities that have a high percentage of residential land uses and this is the approach the City tends to favor. For example, bars/nightclubs cannot be located within 1,000 feet of another such establishment.

There is recognition that the tattoo parlor Conditional Use application is for a suite within a strip center that contains an after hour use – Bulldog Saloon. As has been mentioned, the City approach to allocating some after hour land uses (bars/nightclubs) is to disperse such uses. While locating the proposed tattoo parlor near an existing bar may be contrary to the dispersal strategy, the City can manage land uses of a certain character by other methods. One method is to limit the hours of operation of the proposed tattoo parlor.

Finally, tattoo parlors can be associated with effulgent storefronts and signage. Signs are regulated through the City Land Development Code and a goal of the sign regulations is to limit brilliance to protect the City view-shed.

Therefore, City staff suggests that the Conditional Use for a tattoo parlor be approved subject to the following conditions:

1) The tattoo parlor can only operate from 10:00 AM to 10:00 PM.
2) No neon or neon-like signs or similar apparatus can be displayed at the tattoo parlor.
3) All other signage for the tattoo parlor shall comply with Chapter 102 of the City's Land Development Code.

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - D

**SUBJECT:** Public Hearing - Ordinance No. 10-2014, Medical Marijuana, at first reading and to schedule second and final reading for October 20, 2014.

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**LOCATION:** N/A

**BACKGROUND:** The City Commission requested that an ordinance be drafted to address the location of and the regulations relating to medical marijuana that would become effective if medical marijuana is approved by Florida voters in November, 2014. At the City Commission workshop on July 28, 2014, numerous changes to the proposed ordinance were suggested. The ordinance as now written allows medical marijuana dispensaries in zoning categories C-1, C-2, and C-3 as a conditional use. The regulations do not apply if the medical marijuana is sold at a licensed pharmacy.

This ordinance came before the Planning and Zoning Board for consideration on September 17, 2014, and the board recommended approval.

**ORIGINATING DEPARTMENT:** City Attorney's Office

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** Acting City Manager, City Attorney, Planning and Development Director

**STAFF RECOMMENDATION PRESENTED BY:** Becky Vose, City Attorney - Approve Ordinance 10-2014, at first reading and schedule second and final reading for October 20, 2014.

**POTENTIAL MOTION:** "I move to approve Ordinance No. 10-2014, at first reading and to schedule second and final reading for October 20,

2014."

**AGENDA ITEM APPROVED BY:**

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Ordinance No. 10-2014

# ORDINANCE NO. 10 – 2014

**AN ORDINANCE AFFECTING THE USE OF LAND IN THE CITY OF DELTONA, FLORIDA, CREATING A NEW ARTICLE XIV, "MEDICAL MARIJUANA DISPENSARIES"; TO ALLOW MEDICAL MARIJUANA DISPENSARIES AS A CONDITIONAL USE IN THE C-1, C-2 AND C-3 ZONING CATEGORIES; BY SETTING FORTH SITING STANDARDS AND REQUIREMENTS FOR MEDICAL MARIJUANA DISPENSARIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE**

**WHEREAS,** the State of Florida is considering legalizing the dispensing of marijuana for medical purposes; and

**WHEREAS,** the City Commission of the City of Deltona has determined that it is in the best interests of the citizenry and general public to regulate the location of medical marijuana dispensaries in the event the State of Florida legalizes said dispensaries; and

**WHEREAS,** the City Commission of the City of Deltona has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the City; and

**WHEREAS,** the City Commission of the City of Deltona has determined that given the potential impact on the surrounding area, that medical marijuana dispensaries should be allowed within the C-1, C-2, and C-3 zoning districts in the City, as a conditional use, after a hearing and finding by the Planning and Zoning Board that said dispensaries meet the requirements for granting a conditional use; and

**WHEREAS,** the City Commission of the City of Deltona has determined that it is advisable and in the public interest to set certain distance and other siting standards in regard to the location of operation of medical marijuana dispensaries; and

**WHEREAS,** the City Commission of the City of Deltona finds that this ordinance promotes general welfare.

**NOW, THEREFORE,** be it ordained by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1.** Code of Ordinances of the City of Deltona, Florida, Subpart B, Land Development Code, Chapter 110, a new Article XIV, "Medical Marijuana Dispensaries", is hereby adopted to read as follows:

**Article XIV – Medical Marijuana Dispensaries**

Sec. 110-1400. Definition

The term "medical marijuana dispensary" shall mean any location at which medical marijuana (by whatever name) is sold or dispensed, except for licensed pharmacies.

Sec. 110-1401. Zoning districts where allowed

Medical marijuana dispensaries shall be allowed as conditional uses in the C-1 – Retail Commercial District, C-2 – General Commercial District, and C-3 – Heavy Commercial District classifications, upon approval of a conditional use application.

Sec. 110-1402. Requirements for operation and conditional use criteria

(a) The following are requirements as to all medical marijuana dispensaries. Violation of any of the following shall be punishable as a violation of this code.

(1) *Controlled Substances*. The on-site sale, provision, or dispensing of medical marijuana is prohibited except as specifically authorized by applicable law.

(2) *Loitering*. Medical marijuana dispensary shall provide adequate seating for its patients and business invitees. The medical marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive and depart. The medical marijuana dispensary shall post conspicuous signs on at least three sides of the building that no loitering is allowed on the property.

(3) *Queuing of vehicles*. The medical marijuana dispensary shall ensure that there is no queuing of vehicles in the rights-of-way. The medical marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.

(4) *No Drive through service.* No medical marijuana dispensary shall have a drive through or drive in service aisle. All dispensing, payment for and receipt of said medical marijuana shall occur from inside the medical marijuana dispensary.

(5) *Alcoholic Beverages*. No consumption of alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks, or rights-of-way. The medical marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.

(6) *Separation Distances*. A medical marijuana dispensary shall not operate within five hundred (500) feet of any school, as that term is defined in Section 1002.01 or 1003.01, Florida Statutes, as it may be amended, or another medical marijuana dispensary. Distance requirements shall be documented by the applicant and submitted to the Planning and Development Services Department with the application. All distance requirements shall be measured by drawing a straight line from the nearest property line of the pre-existing protected use to the nearest property line of the proposed medical marijuana dispensary. The applicant may request a variance from the requirements of this paragraph as provided in the Deltona Land Development Code.

(7) *Operating Hours*. Medical marijuana dispensaries shall only be allowed to operate between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Medical marijuana dispensaries shall not operate on Sundays.

(8) *Growing of Marijuana.* Nothing in this ordinance shall be deemed to allow or permit the growing or cultivating of marijuana in or about a medical marijuana dispensary, or at any other location within the city limits of the City of Deltona.

(b) When considering an application for a medical marijuana dispensary, the Planning and Zoning Board must consider the conditional use criteria listed in Section 110-1402 (a) (1) through (8). At a regularly scheduled public meeting, the Planning and Zoning Board shall review the conditional use application and make a recommendation to the City Commission to deny the request, approve the request, or approve with conditions the request. The Planning and Zoning Board may assign additional conditions and safeguards, as deemed necessary.

**SECTION 4. 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 5. 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 6. 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 7. 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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - E

**SUBJECT:** Public Hearing - Ordinance No. 24-2014, to amend alarm ordinance to include false fire alarms, at second and final reading.

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**LOCATION:** N/A

**BACKGROUND:** For the last year and 8 months the fire department responded to 583 false mechanical alarms. Of those and as it relates to habitual offenders, we ran on 9 addresses 3 times, 8 addresses 4 times and 2 addresses 5 times. The remainder were 2 calls or less at the same address during the 1 year and 8 months. On average the Deltona Fire Department runs one false mechanical alarm per day. Although this is not excessive, a false alarm ordinance would be appropriate for the purpose of heading off future problematic single address false alarms.

**ORIGINATING DEPARTMENT:** City Attorney's Office

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** City Manager, City Attorney, Fire Chief, Finance Director

**STAFF RECOMMENDATION PRESENTED BY:** Becky Vose, City Attorney - Approve Ordinance No. 24-2014, at second and final reading.

**POTENTIAL MOTION:** "I move to approve Ordinance No. 24-2014, at second and final reading."

**AGENDA ITEM APPROVED BY:**

_____

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Ordinance No. 24-2014

**ORDINANCE NO. 24 – 2014**

**AN ORDINANCE AMENDING DIVISION 2 OF CHAPTER 34, "EMERGENCY SERVICES" OF THE CODE OF THE CITY OF DELTONA, FLORIDA, ADDING FIRE ALARMS TO REGULATIONS GOVERNING OTHER EMERGENCY SERVICE ALARMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

BE IT ORDAINED by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1.** Division 2 of Chapter 34, "Emergency Services", of the Code of the City of Deltona, Florida, is amended to read as follows:

DIVISION 2. - ~~LAW ENFORCEMENT~~ EMERGENCY SERVICES ALARMS

Sec. 34-51. - Definitions.

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

*Alarm business* means the business by any individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or facility either privately owned or commercial.

*Alarm system* means any assembly of equipment, mechanical, ~~or~~ electrical or radio-controlled device or system which is designed to emit a sound, relay or transmit a signal or message when activated because of ~~arranged to signal the occurrence of~~ an illegal entry, burglary, robbery, smoke, heat, fire, hazardous chemical detection, emergency medical alarm or other activity requiring urgent attention and to which an ~~law enforcement~~ emergency services agency is expected to respond. A single-station (residential) smoke detector shall not be deemed to be a fire alarm system under this section.

*Alarm user* means the person, firm, partnership, association, corporation, company, organization, state, county, municipality, or other governmental agency or entity in control of any building, structure or facility wherein an alarm system is maintained.

*Authorized serviceman* shall mean any person who inspects, installs, repairs or performs maintenance on alarm systems, and is licensed by the State of Florida as required by state statute (or works under the license of an alarm contractor).

*Automatic dialing device* means a device interconnected to a telephone line and programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response.

~~*Burglary alarm system* means an alarm system signaling an entry or attempted entry into the area protected by the system.~~

*False alarm* means the activation of any alarm system signal or message which elicits a notification to and/or response by "emergency services" when there is no evidence of a an illegal entry, burglary, robbery, smoke, heat, fire, hazardous chemical detection, emergency medical alarm or other activity requiring urgent attention and to which an ~~law enforcement~~ emergency services agency is expected to respond ~~an alarm signal indicating a burglary, or robbery or fire situation, eliciting a response by an law enforcement emergency services agency~~ when a situation requiring such response does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user. This may include, but not limited to, an alarm discovered by a law enforcement officer, firefighter or any other individual(s) before notification of an alarm from a monitoring company or from a local alarm system that is not monitored.

*Fire Watch* shall mean an enforcement official approved person or persons assigned to the premises for the purpose of protecting the occupants from fire or similar emergencies. A fire watch may involve at least some special action beyond staffing, such as assigning an additional security guard(s) to walk the premises, who has been trained in the use of fire extinguishers, in notifying the fire department, in sounding the fire alarm system located on the premises, and in understanding the particular fire safety situation.

~~*Fire alarm system* means an alarm system signaling a fire at the area protected by the system.~~

*Interconnect* means to connect an alarm system (including an automatic dialing device) to a telephone line, either directly or through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon activation of the alarm system.

*Primary trunk line* means a telephone line serving the city ~~law enforcement~~ emergency services agenc~~y~~ies that is designated to receive calls for service from the public.

~~*Robbery alarm system* means an alarm signaling a robbery or attempted robbery.~~

Emergency Services means the Deltona Fire Department and/or the Volusia County Sheriff Department. The Enforcement Official for each Emergency Service shall mean the city Fire Chief or his designee or *Sheriff,* ~~means~~ (the director of the county department of public safety) or his designated representative ~~or city law enforcement agency~~ who shall administer this section and control and maintain records involving false alarms.

Sec. 34-52. - Purpose.

The purpose of this division is to protect the emergency services from misuse through prohibition and regulation of certain alarms within the municipal boundaries of the city.

Sec. 34-53. - Enforcement and penalties.

Anyone convicted of a violation of or failure to comply with any of the provisions of this division shall be punished as provided in section 1-15.

Sec. 34-54. - Automatic dialing devices; certain interconnections prohibited.

It is unlawful for any business, user or person to select a primary trunk line of the city's ~~law enforcement~~ emergency services agenc~~y~~ies. It is unlawful for an alarm business or user to fail to disconnect or reprogram an automatic dialing device programmed to select a primary trunk line within 12 hours of receipt of written notice from the city ~~law enforcement~~ emergency services agency that is so programmed.

Sec. 34-55. - Termination of alarm systems prohibited at certain locations.

No commercial or private alarm system may be terminated in the city ~~law enforcement~~ emergency services agenc~~y~~ies, except that the city ~~law enforcement~~ emergency services agenc~~y~~ies may at ~~its~~ their discretion allow the termination of governmental alarm systems or certain alarm systems originating at federally insured banking or savings institutions as may be deemed appropriate.

Sec. 34-56. - Requirement to register alarm systems.

Prior to the installation or use of any type robbery, ~~and/or~~ burglar, and/or fire/hazard alarm, the owner or manager of the premises shall furnish to the city ~~law enforcement~~ emergency services agency information regarding the full names, addresses and telephone numbers of at least two people who can be reached at all times and who are authorized to enter the premises and deactivate the alarm system. It shall be the responsibility of the owner or manager of the premises to notify the city ~~law enforcement~~ emergency services agency of any change in such information within seven days thereof, including but not limited to the unavailability of any responder during any period of time. If any such person shall fail to appear and turn off any such alarm system within one hour after being notified by the city ~~law enforcement~~ emergency services agency to do so, the

owner or manager of the premises shall be charged a fee established by resolution of the city commission in the appendix A fee schedule for each such occurrence or, failing to pay such a fee, shall be notified in writing by the city ~~law enforcement~~ emergency services agency that the city ~~law enforcement~~ emergency services agency will not respond to any further alarms at that location. Failure to register will also result in a fee established by resolution of the city commission in the appendix A fee schedule, to be charged to the owner of the premises.

Sec. 34-57. - Procedures and fees for false alarms.

(a) ~~*Burglar alarms.*~~ For a response by the emergency service ~~law enforcement~~ agency to any false alarm the responding agency shall charge and collect from the person having or maintaining such ~~burglar~~ alarm system on premises owned or occupied by him fees as follows:

(1) For a first and second response to premises at which no other false alarm has occurred within the preceding six-month period, referred to as a "first response," and "second response" respectively, no fee shall be charged; but the person having or maintaining such ~~burglar~~ alarm shall, within three working days after notice to do so, make a written report to the agency on forms prescribed by the agency setting forth the cause of such false alarm, the corrective action taken, whether such alarm has been inspected by an authorized serviceman, and such other information as the agency may reasonably require to determine the cause of such false alarm and the corrective action taken.

(2) For a third response to premises within six months after such second response, a fee established by resolution of the city commission in the appendix A fee schedule shall be charged. If such third false alarm or any such succeeding false alarm is a result of failure to take necessary corrective action, the city emergency service ~~law enforcement~~ agency may order the disconnection of such alarm system and it shall be unlawful to reconnect such alarm system until such corrective action is taken. No disconnection shall be ordered at any premises required by law to have an alarm system in operation.

(3) In those instances where the alarm user is required by law to have an alarm system in operation, thereby prohibiting the disconnection for repeated failure to take necessary corrective action, the false alarm fee shall be the amount which is listed in appendix A for each such false alarm in excess of two within the six-month period.

(4) Premise(s) affected because the signal from the alarm system indicates a failed, disconnected or deactivated system may be required to establish a fire watch until the fire alarm system has been returned to service. The Enforcement Official or his designee shall determine the need of a fire watch based upon the life safety considerations of the premise. The owner is responsible for paying all of the costs associated with establishing a fire watch.

~~(b) *Robbery alarms.* The same procedures as outlined for burglar alarms in subsection (a) of this section shall apply to robbery alarms.~~

(~~c~~b) *Payment of fee.* All fees due under the provisions of this division shall be paid directly to the City of Deltona ~~department of finance~~ and shall be credited to the appropriate ~~city law enforcement agency budget~~ General Fund general revenue account.

Sec. 34-58. - Implementation procedures.

(a) The city ~~law enforcement~~ emergency services agenc~~y~~ies shall establish procedures governing the implementation of this division, including but not limited to:

(1) Registration procedures and forms

(2) Processing of false alarm reports submitted by alarm users

(3) Collection of fees

(4) Alarm deactivation procedures

(5) Appeal processes by alarm users

(6) Record keeping systems

(7) Alarm response procedures

(b) These procedures shall be reviewed periodically by the city ~~law enforcement~~ emergency services agenc~~y~~, and changes may be made as deemed necessary.

**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 ____ 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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - F

**SUBJECT:** Public Hearing - Ordinance No. 25-2014, Sales of Food on House of Worship Property, at second and final reading.

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| **LOCATION:** | Citywide |
| **BACKGROUND:** | On July 21, 2014, the City Commission adopted Resolution 2014-23 which imposed a moratorium on the enforcement of city code provisions as to food sales on residentially zoned church property pending a review of city regulations on this subject and the enactment of an ordinance addressing this issue. A draft ordinance was reviewed at the City Commission workshop on August 25, 2014. Ordinance No. 25-2014 is an amendment to the Street Vendor Ordinance and would allow a house of worship to be granted a permit for the sale of food by one vendor at a time on the house of worship property during daylight hours. The vendors would have to remove all equipment used each day from church property by sunset. A $20 fee would be charged for the permit and vendors would have to obtain a business tax receipt. |
| **ORIGINATING DEPARTMENT:** | City Attorney's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Acting City Manager, City Attorney, Planning and Development Director, Finance Director |
| **STAFF RECOMMENDATION PRESENTED BY:** | Becky Vose, City Attorney - That the City Commission approve Ordinance No. 25-2014, at second and final reading. |
| **POTENTIAL MOTION:** | "I move to approve Ordinance No. 25-2014, at second and final reading." |

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| **AGENDA ITEM APPROVED BY:** | Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Ordinance No. 25-2014 |

**ORDINANCE NO. 25-2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING ARTICLE VI, "STREET VENDORS", OF CHAPTER 22 "BUSINESSES", OF THE CODE OF THE CITY OF DELTONA, MAKING AN EXCEPTION FOR FOOD SALES ON HOUSE OF WORSHIP PROPERTY UNDER CERTAIN CONDITIONS; PROVIDING FOR ISSUANCE OF 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:** Article VI, "Street Vendors", of Chapter 22, "Businesses", of the Code of the City of Deltona, is hereby amended to read as follows:

**ARTICLE VI. – STREET VENDORS**

**Sec. 22-186. - Definitions.**

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

*Goods* or *merchandise* means any materials or products, including but not limited to fruits, vegetables, or other edible items, souvenirs, trinkets, art objects, and other such items capable of being the object of a sale.

*House of worship* means premises used for worship and permitted customary accessory uses by an organization of religious believers.

*Permanent structure* means a building containing no fewer than four outer walls and a roof enclosing said walls, constructed in accordance with the local building code and a duly issued building permit, and for which occupancy is authorized by a duly issued certificate of occupancy

*Street vendor* means a person who sells or offers for sale any goods, services or merchandise from a location other than a permanent structure located in a commercially zoned area. A street vendor does not include anyone that utilizes newspaper, magazine, or other self-service vending machines for the sale of such items.

**Sec. 22-187. - Prohibited acts.** It shall be unlawful for any street vendor to sell goods, merchandise or services from any public property, public right of way, unoccupied private property, or undeveloped private property within the city limits of the City of Deltona.

**Sec. 22-188. - Penalties.** Any person who is found to be in violation of any provision of this chapter for which another penalty is not specifically provided shall immediately cease the activity in violation and may be issued a citation by a city enforcement services officer or law enforcement officer and be punishable by a fine not to exceed $500.00. Failure to immediately cease the activity in violation may result in arrest by a law enforcement officer under F.S. § 901.15(1). For each day that the violation of a provision of this chapter exists, such violation shall constitute a separate offense.

**Sec. 22-189. - Exceptions.** Nothing herein shall be construed to prohibit the sale of goods and merchandise by vendors on public property during city sponsored special events, festivals or parades, or with a permit issued by the city.

**Sec. 22-190. Exception - Food Sales on House of Worship Property.** Upon application by a house of worship, the city manager, or his designee, may grant a permit for the sale of food on the house of worship property upon the completion of an application and the payment of a $20 fee. Such permit shall allow the sale of food by no more than one vendor at a time during daylight hours only on house of worship property. All equipment and materials of any kind used by a vendor must be taken down before sundown each day and removed from house of worship property. This provision shall not eliminate any requirement for health department or other approval(s), as may be required by applicable law, and any vendor(s) shall be responsible to obtain business tax receipt(s).

**Secs. 22-191—22-199. - Reserved.**

**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 on 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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - G

**SUBJECT:** Ordinance No. 26-2014, Residential Prison Diversion Program, at first reading and to schedule second and final reading for October 20, 2014.

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**LOCATION:** N/A

**BACKGROUND:** This ordinance regulates residential prison diversion programs. It was inspired by what occurred recently in the City of Bunnell. Several months ago a "non-profit" purchased a house in the middle of a residential area in Bunnell and announced that they were establishing a residential prison diversion program. The facility would house convicted criminals who would otherwise go to prison, but due to prison crowding, courts allow the prisoners to live in a facility operating a diversion program if the prisoner pays the fees to live there. Apparently these facilities are extremely profitable to the "non-profits" operating them. This ordinance is a proactive attempt to be prepared in the event someone wants to place a similar facility in a Deltona residential neighborhood.

This ordinance came before the Planning and Zoning Board for consideration on September 17, 2014, and the board recommended approval.

**ORIGINATING DEPARTMENT:** City Attorney's Office

**SOURCE OF FUNDS:** N/A

**COST:** N/A

**REVIEWED BY:** City Attorney; Acting City Manager; Planning and Development Director

**STAFF RECOMMENDATION PRESENTED BY:** Becky Vose, City Attorney - Approve Ordinance No. 26-2014, the Residential Prison Diversion Program on first

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| | reading and to schedule second and final reading for October 20, 2014. |
| **POTENTIAL MOTION:** | "I move to approve Ordinance No. 26-2014, the Residential Prison Diversion Program on first reading and to schedule second and final reading for October 20, 2014." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Ordinance No. 26-2014 |

# ORDINANCE NO. 26-2014

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA AMENDING THE DELTONA CODE OF ORDINANCES BY THE CREATION OF CHAPTER 99, RESIDENTIAL PRISON DIVERSION PROGRAMS; PROVIDING REGULATIONS FOR THE LOCATION AND OPERATION OF RESIDENTIAL PRISON DIVERSION PROGRAMS; PROVIDING REQUIREMENTS FOR ISSUANCE OF A RESIDENTIAL PRISON DIVERSION PROGRAM REGULATORY LICENSE; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Florida Statutes §166.01, the Municipal Home Rule Powers Act, authorizes cities to establish, coordinate and enforce the laws that are necessary for the protection of the public; and

**WHEREAS,** Florida Statutes do not provide regulations for residential prison diversion programs; and

**WHEREAS,** it is in the best interest of the health, safety and welfare of the citizens of the City of Deltona that residential prison diversion programs be regulated by the city; and

**WHEREAS**, under its home rule authority, the City of Deltona can pass legislation to regulate prison diversion programs, as long as these additional regulations are not preempted in the law and are consistent with statutory provisions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DELTONA:**

**SECTION 1.** Chapter 99, "Deltona Residential Prison Diversion Programs Regulatory License Ordinance," is added to the Code of Ordinances of the City of Deltona to read as follows:

**Sec. 99-1. Findings of Fact**

The City may adopt, pursuant to its police power, zoning ordinances and regulatory ordinances to protect the public health, welfare and safety that are consistent with the state and federal law, including the Fair Housing Act and the Fair Housing Act Amendments. The adoption of zoning ordinances, regulatory ordinances and land use planning are fundamental functions of local government. This chapter is enacted under the home rule power of the City and pursuant to Florida Statutes, Section 166.221.

Residential prison diversion programs are designed to provide services to people who have been convicted of a crime, and would have been sent to a correctional facility by a court of law because of that conviction, but have agreed to be court ordered to an alternative program to avoid being sent to a correctional facility. As a result, due to their status of meeting the criteria to be sent to a correctional facility, the people utilizing these programs may pose a danger to the safety of the community and any adjacent residents.

The fundamental precept of the City's Zoning Code provisions relative to residential zones is that individual dwelling units are intended for the occupancy and use of single-families. Accordingly, the City does not allow group residential uses, such as boarding or rooming houses, dormitories, motels, and single-room occupancy hotels in residential zoning districts in the City because such uses are frequently transient and institutional in nature and differ in character and create impacts on residential neighborhoods from single house units.

The more on-site services a program offers, the less suitable the program is for a residential setting. With the addition of services, the use becomes more commercial in nature rather than a use that would be appropriate for a residential area. Additionally, the need for easy access to services makes these uses more appropriate for a commercial setting, where these services would generally already be located.

The Florida Department of Corrections has reported that 37.3% of persons on parole will be returned to prison each year because they have either been convicted of new crimes or have violated the conditions of their parole. Residences housing two or more prison diversion candidates or parolees may pose a danger to the safety of the community and adjacent residents, and the City does not intend to permit such uses in residential areas.

**Sec. 99-2. Definition**

For the purposes of this Ordinance, the following term, whether appearing in the singular or plural form, shall have the following meaning:

> *Residential Prison Diversion Program*. A residence operated and maintained by an individual or a sponsoring private entity or governmental agency to provide services to two or more unrelated residents with at least one supervisor living on-premises, wherein one or more of the residents has been placed in the program via court order or such placement is voluntarily requested by the resident, for the purpose of or with the effect of avoiding being sentenced by a court of competent jurisdiction to confinement in a county jail, state Department of Corrections

facility, federal corrections facility, or any other type of detention facility, and wherein the services being provided may include, but not be limited to, one or more of the following: board, lodging, meals, supervision, controlled administration of medication, counseling, group sessions, therapy, education, job skill training and other services, as needed.

**Sec. 99-3. Locational and Program Standards**

a. *Location.* Residential prison diversion programs shall be allowed by special exception in the C-2 General Commercial district, by special exception in the C-3 Heavy Commercial district, and by special exception in the I Industrial district.

b. *Distance requirements.*

1. No residential prison diversion program may operate within 1000 feet of any school or licensed child care facility.
2. No residential prison diversion program may operate within 1000 feet of any public park, public playground or public recreation center utilized by juveniles.
3. No residential prison diversion program may operate within 1000 feet of any other residential prison diversion program.
4. No residential prison diversion program may operate within 1000 feet of a single family residence.

c. *Parking.* Parking requirements for residential prison diversion programs shall be in accordance with the City's Land Development Code regarding off-street parking and loading relating to homes for the aged, sanitariums, convalescent or nursing homes.

d. *Program limits*. No more than six (6) residents may be housed at the program site at one time. This does not include the residential supervisor or staff provided as part of the program operations.

e. *Property standards.* Residential prison diversion programs shall meet the following property standards:

1. The facility shall abide by all fire safety codes for group home living.
2. The facility shall provide a full kitchen.
3. The facility shall provide each resident with adequate personal storage and living space.

4. The facility shall have one sink, one toilet, and one shower for every four people who reside at the facility.
5. The facility shall have laundry services available on-site.
6. The facility shall provide any necessary safety or security measures needed to provide for the safety of the residents and residents on adjacent properties. This may include but is not limited to installing a perimeter fence, outdoor security lighting, an alarm system or security system, or any other reasonable security measure.

f. *Good Neighbor standards*. Residential prison diversion programs shall provide neighbors to the facility with contact information for the designated person who will address all neighbor complaints, even if it is not possible to resolve the issue.

**Sec. 99-4. Application and Residential Prison Diversion Program Regulatory License.**

a. *Application.* No person, private entity or governmental agency shall operate a residential prison diversion program without first obtaining a residential prison diversion program regulatory license. A person desiring to apply for such a regulatory license shall make an application in writing on a form prescribed by the City Manager, or designee.

1. The application shall include the following:

(a) A written statement that the person, private agency or governmental agency will take reasonable safety precautions to provide for the safety of the citizens located around the program site, and an itemization of the steps contemplated to reach this goal.
(b) A copy of any applicable state license(s) and/or documentation that the program has been contracted by an appropriate state agency to provide such services.
(c) Copies of the licenses issued by the Florida Board of Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling or other professional licensing board for any mental health counselors, social workers, marriage and family therapists, or other licensed professional providing services to the residents at the facility.
(d) Documentation that the program meets all required standards, as listed in Section 99-3.

b. *Residential Prison Diversion Program Regulatory License Issuance*. As a prerequisite to the issuance of a residential prison diversion program regulatory license, an inspection shall be made of the premises by the City's fire inspector and the Volusia County Sheriff's Office.

**Sec. 99-5. Residential Prison Diversion Program Regulatory License Fee**

The City Commission of the City of Deltona shall annually, as a part of its budgeting process, set the amount of the Residential Prison Diversion Program Regulatory License Fee. Such fee shall be determined to generate revenue commensurate with the cost of the regulatory activity.

**Sec. 99-6. Operations and Records**

Each residential prison diversion program shall conform to the following operational and record keeping requirements:

a. Each program, regardless of whether it is licensed under this article, shall create, establish and maintain a record of all workers of the business. The record shall contain the worker's full legal name and any aliases and all past or current aliases of the worker; his or her date of birth; his or her residential address; his or her telephone number (if any) and all pager numbers and other similar numbers used; his or her driver's license number and a photocopy of the license; his or her state or federally issued identification card number including the workers social security account number; the employment status of the worker including, but not limited to, whether the worker is a salaried employee, an independent contractor, a lessee, a sub-lessee, a subcontractor allowed to work at the establishment, or such other arrangement as may be in place; and a recent photograph of the worker as of the date of association with the business which accurately reflects the date on which the photograph was taken.

b. The residential prison diversion program regulatory license holder or other designee shall be responsible for ensuring that all staff has the appropriate licenses and training required to perform the work at the program. Documentation shall be kept in the worker file.

c. The residential prison diversion program regulatory license holder or other designee shall ensure that any resident who is required to register as a sex offender complies with the requirements of registration in accordance with 943.0435 F.S. and keep documentation of registration in the program records.

**Sec. 99-6. Implementing Administrative Actions**

The City Manager, or designee, shall implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, Florida Statutes.

**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 ____ DAY OF _____, 2014.**

**FIRST READING:** _____

**ADVERTISED:** _____

**SECOND READING:** _____

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**JOHN C. MASIARCZYK SR., MAYOR**

**ATTEST:**

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**JOYCE RAFTERY, CITY CLERK**

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

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

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - H

**SUBJECT:** Public Hearing - Ordinance No. 27-2014, an amendment to Section 110-827, Accessory Uses and Structures, pertaining to Shed Design Standards; at first reading and to schedule second and final reading for October 20, 2014.

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**LOCATION:** Citywide

**BACKGROUND:** The City of Deltona's predominant land use is for single family residential development. The lotting pattern of these uses is typically on large lots that accommodate central water service and septic tanks. The large lot typically affords a buffer for both the principal structure/home and ancillary structures (i.e. sheds, detached garages, etc.) The City also includes smaller single family lots and non-residential lots that can accommodate sheds.

There is a provision within Section 110-827, Accessory Uses and Structures, that sheds shall match the design and/or architecture of the principal structure for sheds over 240 SF. This affects both residential and non-residential uses and has proven difficult to meet when sheds are erected. Also, the heights of sheds are currently limited at 10.5 feet, measured from the average finished grade of the ridge-line from the finished grade to the peak on the front of the structure. This height limitation does not comport with many prototypical sheds on the market and does not account for the base of the structure, where it does not rest on-grade (i.e. on cross-ties, pilings, concrete blocks, etc.) In conducting research for shed heights in other communities, there is often a 15-ft. height.

Based on the above, Ordinance No. 27-2014 proposes amendments to Section 110-827, to update standards in Subsection (c) and to increase the maximum height limitations for accessory sheds. Finally, Ordinance No. 27-2014 was recommended for approval by the Planning and Zoning Board at their September 17, 2014, meeting and the proposed ordinance is consistent with the City's Comprehensive Plan.

| | |
|---|---|
| | This ordinance came before the Planning and Zoning Board for consideration on September 17, 2014, and the board recommended approval. |
| **ORIGINATING DEPARTMENT:** | Planning and Development Services |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Planning and Development Director, City Attorney, Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve Ordinance No. 27-2014, an amendment to Section 110-827, Accessory Uses and Structures, pertaining to shed design standards; at first reading. |
| **POTENTIAL MOTION:** | "I move to approve Ordinance No. 27-2014, an amendment to Section 110-827, Accessory Uses and Structures, pertaining to shed design standards; at first reading and to schedule second and final reading for October 20, 2014." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Ordinance No. 27-2014<br>• Ordinance No. 27-2014: Strike-through Underline Draft |

# ORDINANCE NO. 27-2014

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING SUBSECTION (C), DESIGN STANDARDS, OF SECTION 110-827, ACCESSORY USES AND STRUCTURES, OF ARTICLE VIII, SUPPLEMENTARY REGULATIONS, OF CHAPTER 110, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA, AMENDING THE DESIGN STANDARDS FOR SHEDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Deltona has determined that it is advisable and in the public interest to set certain criteria for the use of sheds as accessory structures; and

**WHEREAS,** the City Commission of the City of Deltona finds that this ordinance promotes general welfare of the community.

**NOW, THEREFORE,** be it ordained by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1**. Subsection (c), Design Standards, of Section 110-827, Accessory Uses and Structures, of Article VIII, Supplementary Regulations, of Chapter 110, Zoning, of the Code of Ordinances of the City of Deltona, is hereby amended to read as follows:

Sec. 110-827. Accessory Uses and Structures

(c) *Design standards.*

(1) In all residential zoning districts for single-family projects only, accessory buildings, antennas and their supporting structures, and swimming pools shall be subject to the following requirements:

a. Swimming pools shall be allowed only in the rear and side yards.

b. Transmission towers for amateur radio antennas and their supporting structures shall be allowed in accordance with Chapter 82, Communication Antennas and Towers, Code of Ordinances of the City of Deltona, Florida, as it may be amended from time to time, and shall meet the standards as set forth in Chapter 82, division 2, Code of Ordinances, except that on single family residential and agricultural lots of five acres or more amateur radio antennas and their supporting structures shall be permitted uses up to a height of 199 feet measured from the finished grade at the base of the tower, and shall be set back from the nearest property line a distance equal to the height of the antenna plus the tower (i.e. the fall radius).

c. The zoning lot coverage for all accessory buildings and structures on a zoning lot shall be included as part of the calculation of maximum impervious areas for the particular zoning district in which the use is located. However, only half of the surface area of swimming pool basins (not including surrounding deck area) shall be considered impervious surface.

d. Accessory buildings and structures, other than lawn ornaments and fences built in accordance with this chapter, shall not be located in the front yard forward of the edge of the principal dwelling, or beyond any side street yard setback on lots of less than 2.45 acres. On lots of 2.45 acres or more, accessory uses and structures, other than swimming pools and their decks, may be located in the front yard and side street yard past the main building line provided they are set back a minimum of 100 feet from the front yard and the side street yard and 75 feet from any interior side lot line.

e. Accessory structures, including pools and screened pool enclosures, shall not be located in any platted easements.

f. Accessory buildings and structures shall not exceed the maximum height requirement for the particular district in which they are located.

g. [Reserved.]

h. [Reserved.]

i. [Reserved.]

j. Fences and walls, except those used in connection with a government use, and those required by Chapter 82, Communication Antennas and Towers, of the Code of Ordinances of the City of Deltona, Florida, shall be governed by the standards found in Article VIII, Section 110-806.

k. Up to two (2) sheds, not including other types of accessory buildings and structures, shall be permitted on a residential lot that is equal to or less than 20,000 square feet, so long as the sheds do not exceed 240 square feet in the aggregate.

l. Accessory buildings and structures may be permitted up to the maximum permitted lot coverage for buildings and impervious surfaces, as appropriate.

m. Of accessory buildings and structures, only sheds shall have a maximum height limitation of fifteen (15) feet from average finished grade to ridgeline, or fifteen (15) feet from finished grade to peak on the front of the structure. An accessory shed shall not be taller than the primary structure.

**SECTION 2. CODIFICATION.** 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. CONFLICTS.** The provisions of this Ordinance shall become codified and shall 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 ____ 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**

# ORDINANCE NO. 27-2014

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING SUBSECTION (C), DESIGN STANDARDS, OF SECTION 110-827, ACCESSORY USES AND STRUCTURES, OF ARTICLE VIII, SUPPLEMENTARY REGULATIONS, OF CHAPTER 110, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA, AMENDING THE DESIGN STANDARDS FOR SHEDS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission of the City of Deltona has determined that it is advisable and in the public interest to set certain criteria for the use of sheds as accessory structures; and

**WHEREAS,** the City Commission of the City of Deltona finds that this ordinance promotes general welfare of the community.

**NOW, THEREFORE,** be it ordained by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1**. Subsection (c), Design Standards, of Section 110-827, Accessory Uses and Structures, of Article VIII, Supplementary Regulations, of Chapter 110, Zoning, of the Code of Ordinances of the City of Deltona, is hereby amended to read as follows:

Sec. 110-827. Accessory Uses and Structures

(c) *Design standards.*

(1) In all residential zoning districts for single-family projects only, accessory buildings, antennas and their supporting structures, and swimming pools shall be subject to the following requirements:

a. Swimming pools shall be allowed only in the rear and side yards.

b. Transmission towers for amateur radio antennas and their supporting structures shall be allowed in accordance with Chapter 82, Communication Antennas and Towers, Code of Ordinances of the City of Deltona, Florida, as it may be amended from time to time, and shall meet the standards as set forth in Chapter 82, division 2, Code of Ordinances, except that on single family residential and agricultural lots of five acres or more amateur radio antennas and their supporting structures shall be permitted uses up to a height of 199 feet measured from the finished grade at the base of the tower, and shall be set back from the nearest property line a distance equal to the height of the antenna plus the tower (i.e. the fall radius).

c. The zoning lot coverage for all accessory buildings and structures on a zoning lot shall be included as part of the calculation of maximum impervious areas for the particular zoning district in which the use is located. However, only half of the surface area of swimming pool basins (not including surrounding deck area) shall be considered impervious surface.

d. Accessory buildings and structures, other than lawn ornaments and fences built in accordance with this chapter, shall not be located in the front yard forward of the edge of the principal dwelling, or beyond any side street yard setback on lots of less than 2.45 acres. On lots of 2.45 acres or more, accessory uses and structures, other than swimming pools and their decks, may be located in the front yard and side street yard past the main building line provided they are set back a minimum of 100 feet from the front yard and the side street yard and 75 feet from any interior side lot line.

e. Accessory structures, including pools and screened pool enclosures, shall not be located in any platted easements.

f. Accessory buildings and structures shall not exceed the maximum height requirement for the particular district in which they are located.

g. [Reserved.]

h. [Reserved.]

i. [Reserved.]

j. Fences and walls, except those used in connection with a government use, and those required by Chapter 82, Communication Antennas and Towers, of the Code of Ordinances of the City of Deltona, Florida, shall be governed by the standards found in Article VIII, Section 110-806.

k. Up to two (2) sheds, not including other types of accessory buildings and structures, shall be permitted on a residential lot that is equal to or less than 20,000 square feet, so long as the sheds do not exceed 240 square feet in the aggregate. ~~If a shed exceeds 240 square feet in floor area, it must be constructed to follow the same design and facade presented by the principal structure, including but not limited to: structure material, exterior finish, and roofing.~~

l. Accessory buildings and structures may be permitted up to the maximum permitted lot coverage for buildings and impervious surfaces, as appropriate.

m. Of ~~A~~ accessory buildings and structures, only sheds shall have a maximum height limitation of ~~ten and one-half~~ fifteen (15) feet from average finished grade to ridgeline, or ~~ten and one-half~~ fifteen (15) feet from finished grade to peak on the front of the structure. An accessory shed shall not be taller than the primary structure.

**SECTION 2. CODIFICATION.** 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. CONFLICTS.** The provisions of this Ordinance shall become codified and shall 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 ____ 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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - I

**SUBJECT:** Public Hearing - Ordinance No. 28-2014; Repealing Business Tax Receipt for Rental Properties, at second and final reading.

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| | |
|---|---|
| **LOCATION:** | City wide |
| **BACKGROUND:** | The City of Deltona adopted Ordinance No. 11-2014 on July 21, 2014, as a regulatory ordinance as to rental houses. The City Commission has determined that it should not charge for a business tax receipt for rental houses in addition to charging for the new regulatory license for rental houses. |
| **ORIGINATING DEPARTMENT:** | City Attorney's Office |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Finance Director, City Attorney, Acting City Manager |
| **STAFF RECOMMENDATION PRESENTED BY:** | Becky Vose, City Attorney – That the City Commission adopt Ordinance No. 28-2014 at second and final reading. |
| **POTENTIAL MOTION:** | "I move to approve Ordinance No. 28-2014 at second and final reading." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Ordinance No. 28-2014 |

**ORDINANCE NO. 28-2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, REPEALING ARTICLE VIII, "RENTAL PROPERTIES" OF CHAPTER 22, "BUSINESSES", OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA, REPEALING THE REQUIREMENT FOR BUSINESS TAX RECEIPT FOR RENTAL PROPERTIES; 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:** Article VIII, "Rental Properties", of Chapter 22, "Businesses", of the Code of the City of Deltona, is hereby repealed in its entirety as follows:

ARTICLE VIII. - ~~RENTAL PROPERTIES~~ RESERVED

~~Sec. 22-231. - Short title.~~

~~This article shall be known and may be cited as the "Deltona Real Property Rental Ordinance".~~

~~Sec. 22-232. - Intent.~~

~~The intent of this article is to protect the public health, safety and welfare; to provide the means to give adequate notice to owners of residential property in the city who may not reside in that property as to their responsibilities under city codes and ordinances; and to ensure that rental properties are maintained in a high quality manner as required of all residential properties.~~

~~Sec. 22-233. - Definitions.~~

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

~~*Immediate family* means any individual who is a relative or legal dependant of the property owner, to include spouse, children, step-children. parent, step-parent, foster parent, foster-children, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or legal guardian.~~

~~*Local business tax receipt* means the document issued by the city which evidences that the person in whose name the document is issued has complied with the provisions of the city ordinance relating to the local business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction.~~

~~*Local point of contact* means a person who resides or has a business location within a 50-mile radius of the subject property.~~

~~*Rental inspector* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city.~~

~~Sec. 22-234. - Prohibition of occupancy.~~

~~It shall be unlawful for any owner of residential property to let any single-family rental dwelling or multi-family dwelling unit within the city, unless there is a local business tax receipt issued as required by the provisions of this article.~~

~~Sec. 22-235. - Local business tax receipt application.~~

~~(a) *Inclusions.* On or before September 30 of each year, or at the same time thereafter as residential property is first offered for rent, the owner of record of each dwelling unit or rooming house in which residential quarters are rented or offered for rent to persons other than the owner or owner's immediate family, shall make written application to the city for a local business tax receipt to engage in the business of renting residential property, setting forth the address, classification (whether single-family, multiple-family or rental room), and the local point of contact person of each dwelling unit to be issued a business tax receipt for rental, in such form or forms as the City of Deltona shall from time to time designate, together with such fees as the city commission may from time to time adopt by resolution. A separate business tax receipt is needed for each and every tax parcel on which a residential rental property is located. An agent of one or more owners may apply for multiple tax receipts, upon certifying that the agent has received written authorization from each owner represented provided that such authorization acknowledges receipt of a copy of this ordinance and applicable sections of the International Property Maintenance Code and acknowledges that failure to abide by this ordinance or other applicable codes and ordinances may result in a lien upon the property of the owner. The owner of record shall notify the city within 30 days when the local point of contact person changes.~~

~~(b) *Exceptions.* No tax receipt is required for any (1) owner occupied single-family dwelling unit; (2) rented duplex units in which the property owner, or members of their immediate family as evidenced by submittal of a sworn affidavit indicating the relationship between the property owner and the family member, resides within the attached on-site dwelling unit; or (3) apartment building or condominiums in which there is on-site property management and maintenance; provided that nothing in these~~

~~exceptions otherwise excuses such owners from compliance with the International Property Maintenance Code or any other applicable code or ordinance.~~

~~(c) *Local business tax receipt fee.* The local business tax fee shall be set by the city commission.~~

~~Sec. 22-236. - Interior rental inspections for cause.~~

~~Nothing in this Ordinance shall prohibit the rental inspector from inspecting the interior of properties if he or she has probable cause, supported by a sworn affidavit, or by invitation of the tenant or the property owner, to believe a health or safety violation exists inside the dwelling.~~

~~Sec. 22-237. - Emergency inspections and remediation.~~

~~(a) Nothing in this Ordinance shall limit or supplant the power of the rental inspector under the International Property Maintenance Code to placard and order the vacation of property which:~~

~~(1) Is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested that it creates a serious hazard to the health or safety of the occupants or the public.~~

~~(2) Lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants of the public.~~

~~(b) Nothing in this Ordinance limits the right of the city to abate or remediate such emergency or nuisance by any other lawful means or proceedings.~~

~~Sec. 22-238. - Delinquencies, revocation; penalties.~~

~~(a) If a local business tax receipt is required under this article and the tax receipt is not renewed when due and payable it shall be deemed delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent penalty for each subsequent month or portion thereof that the delinquency tax remains paid. However, the total delinquency penalty may not exceed 25 percent of the local business tax for the delinquent property.~~

~~(b) Any person operating a rental property without first obtaining a local business tax receipt, if required in accordance with this article, shall be subject to a penalty of 25 percent of the license, in addition to any other penalty provided by law or ordinance.~~

~~(c) Any person who operates a rental property covered by this article, who does not pay the required local business tax within 150 days after the initial notice of tax due, and who does not obtain the required receipt is subject to civil actions and penalties, including~~

~~court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to $250.00.~~

~~(d) All costs of collection and enforcement of the terms of this article, to include attorneys' fees whether or not litigation is commenced, shall be the responsibility of the person or corporation for which a receipt is or was required.~~

~~(e) Notification of violation to the rental agent or property owner when applicable will be mailed certified mail or hand delivered when possible and serve as the initial notice of tax due in compliance with section 22-238(c).~~

~~(f) As an additional means of ensuring compliance with the provisions of this article, the City of Deltona Special Magistrate shall have jurisdiction and authority to hear and decide alleged violations occurring in the corporate limits of the city and to impose administrative fines and liens for violations. Proceedings before the special magistrate shall be governed by its rules and procedures, and F.S. ch. 162.~~

**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 to the extent that the sections previously a part of the repealed ordinance shall be removed from the codification and such sections reserved for later use.

**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 on 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:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - J

**SUBJECT:** Resolution No. 2014-32, Transportation Impact Fees Amendment.

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**LOCATION:** Citywide

**BACKGROUND:** The city passed resolutions that identified impact fee schedules for designated land uses in 2006 and 2007. Following a recent review of this schedule and staff discussion, it was agreed that the current transportation impact fee should be clarified and assigned with respect to five land uses. These include 'racquet club/health club/spa/dance studio', 'automotive parts sales', 'convenience store', 'gas station with convenience market', and 'business park'. The 'racquet club/health club/spa/dance studio' and the 'automotive parts sales' uses equate to retail/service activities and this recommended resolution assigns the customary transportation impact fees, as currently identified for retail and service uses, to ensure reasonable equality and consistency. Transportation impact fees for 'convenience store' use reflects the figure cited in the Resolution number 2006-47 and the 'gas station with convenience market' reflects the figure cited in Resolution number 2007-11. The fifth use, 'business park', is characterized by two or more complementary uses to form an integrated development project that may include office, hotel, institutional and limited support retail uses. The proportion of this land use mix varies according to market conditions, investment opportunities and public policy goals and, as such, offers flexible development options. Hence, the transportation impact fee schedule for business parks would proportionately apply the fees currently established for specific uses (i.e. office, hotel, etc.) to the requested uses as desired for a proposed project. The attachment includes these five recommendations for City Commission consideration.

**ORIGINATING DEPARTMENT:** City Attorney's Office

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|---|---|
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | City Manager, Finance Director, Planning and Development Director, City Attorney |
| **STAFF RECOMMENDATION PRESENTED BY:** | Becky Vose, City Attorney - Staff recommends that the City Commission approve Resolution No. 2014-32 amending the Transportation Impact Fees. |
| **POTENTIAL MOTION:** | "I move to approve Resolution No. 2014-32 amending the Transportation Impact Fees." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Resolution No. 2014-32<br>• City of Deltona Transportation Impact Fee Update Study (dated 5-21-2007) |

**RESOLUTION NO. 2014-32**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AMENDING APPENDIX A, "FEE SCHEDULE", SECTION ENTITLED "CHAPTER 94, IMPACT FEES" OF THE DELTONA CODE OF ORDINANCES, BY ADDING CERTAIN FEES TO "TABLE 94-2, TRANSPORTATION IMPACT FEES"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

**SECTION ONE.** Appendix A, of the Code of Ordinance, City of Deltona, Florida, entitled "Fee Schedule", Section "Chapter 94, Impact Fees", "Table 94-2, Transportation Impact Fees" is hereby amended by adding certain fees (as underlined) as follows:

| Land Use | Impact Unit | Transportation Impact Fee |
|---|---|---|
| **RESIDENTIAL** | | |
| Single Family (detached) | | |
| 0 to 1,500 sf | dwelling | $761.00 |
| 1,501 to 2,499 sf | dwelling | $1,044.00 |
| 2,500 sf and greater | dwelling | $1,179.00 |
| Apartment | dwelling | $774.00 |
| Mobile Home Park | dwelling | $435.00 |
| Nursing Home | bed | $123.00 |
| Residential Condominium/Townhouse | dwelling | $801.00 |
| Hotel | room | $752.00 |
| Motel | room | $409.00 |
| **RECREATION** | | |
| Arena (Major Sports Facility) | acres | $3,368.00 |
| City Park (Local Park) | acres | $89.00 |
| County Park (District Park) | acres | $238.00 |

| | | |
|---|---|---|
| **MISCELLANEOUS** | | |
| Church | 1,000 sf | $698.00 |
| Day Care Center | 1,000 sf | $2,416.00 |
| Movie Theaters | screen | $4,621.00 |
| Racquet Club/Health Club/Spa/Dance Studio | 1,000 sf | under 50,000 GSF $2,075.00<br>50,001 - 200,000 GSF $2,147.00<br>200,001 - 400,000 GSF $1,860.00<br>401,000 - 600,000 GSF $1,772.00<br>600,001 - 800,000 GSF $1,669.00<br>greater than 800,000 GSF $1,829.00 |
| **OFFICE AND FINANCIAL** | | |
| 50,000 sf or less | 1,000 sf | $1,638.00 |
| 50,001 - 100,000 sf | 1,000 sf | $1,493.00 |
| 100,001 - 200,000 sf | 1,000 sf | $1,268.00 |
| 200,001 - 400,000 sf | 1,000 sf | $1,079.00 |
| greater than 400,000 sf | 1,000 sf | $919.00 |
| Hospital | 1,000 sf | $1,530.00 |
| Corporate Headquarters Building | 1,000 sf | $847.00 |
| Medical Office | 1,000 sf | $3,515.00 |
| Bank/Savings Drive-in | 1,000 sf | $7,005.00 |
| Bank w/no Drive-thru | 1,000 sf | $3,878.00 |
| **RETAIL** | | |
| under 50,000 GSF | 1,000 sf | $2,075.00 |
| 50,001 - 200,000 GSF | 1,000 sf | $2,147.00 |
| 200,001 - 400,000 GSF | 1,000 sf | $1,860.00 |
| 401,000 - 600,000 GSF | 1,000 sf | $1,772.00 |
| 600,001 - 800,000 GSF | 1,000 sf | $1,669.00 |
| greater than 800,000 GSF | 1,000 sf | $1,829.00 |
| Pharmacy/Drug Store w/Drive-Thru | 1,000 sf | $1,420.00 |
| Home Improvement Superstore | 1,000 sf | $1,419.00 |
| Quality Restaurant | 1,000 sf | $4,826.00 |
| High-Turnover Restaurant | 1,000 sf | $5,587.00 |
| Fast Food Rest w/Drive-Thru | 1,000 sf | $14,461.00 |
| Quick Lube | bays | $1,269.00 |
| Supermarket | 1,000 sf | $2,633.00 |
| Convenience Store with Gas Pumps | 1,000 sf | $6,968.00 |
| Tire Store | bays | $1,311.00 |
| Auto Repair or body Shop | 1,000 sf | $1,960.00 |
| New/Used Auto Sales | 1,000 sf | $2,644.00 |

| | | |
|---|---|---|
| Furniture Store | 1,000 sf | $373.00 |
| CBD Sandwich Shop | 1,000 sf. | $582.00 |
| Automobile Parts Sales | 1,000 sf | $2,075.00 |
| Conv'ce/Gasoline/Fast Food Store | 1,000 sf | $18,338.00 |
| Convenience Store | 1,000 sf | $3,980.00 |
| Gas Station w/Convenience Market | fuel position | $2,075.00 |
| **INDUSTRIAL** | | |
| Light Industry | 1,000 sf | $721.00 |
| Manufacturing | 1,000 sf | $403.00 |
| Warehouse | 1,000 sf | $517.00 |
| Mini-Warehouse | 1,000 sf | $157.00 |
| Business Park | 1,000 sf | based on building use |

**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**

# CITY OF DELTONA

# TRANSPORTATION IMPACT FEE UPDATE STUDY

# FINAL REPORT

**Prepared for:**
**City of Deltona**
*2345 Providence Boulevard*
*Deltona, Florida 32725*
*Ph (386) 561-2100, fax (386) 789-7230*

**Prepared by:**
**Tindale-Oliver & Associates, Inc.**

**May 21, 2007**

Tindale-Oliver & Associates, Inc.
Planning and Engineering

May 21, 2007

Ms. Dorothy Pendergrass
Finance Director
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

RE: City of Deltona Transportation Impact Fee Update Study – Final Report

Dear Ms. Pendergrass:

Enclosed is the Final Technical Report for the City of Deltona Transportation Impact Fee Update Study. If you should have any questions concerning the report, please do not hesitate to contact me or Nilgün Kamp.

It has been our pleasure to have worked with the City staff on this important project.

Sincerely,

***Tindale-Oliver & Associates***

Steven A. Tindale, P.E., AICP
President

Enclosure

1000 North Ashley Drive Suite 100 Tampa, Florida 33602-3719 (813) 224-8862 Fax (813) 226-2106 ~ 3660 Maguire Boulevard Suite 103 Orlando, Florida 32803-3059 (407) 896-9200 Fax (407) 896-9260

# CITY OF DELTONA
# TRANSPORTATION IMPACT FEE STUDY


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**CITY OF DELTONA TRANSPORTATION IMPACT FEE STUDY SUPPLEMENTAL INFORMATION – (Provided as a Separate Document)**

# CITY OF DELTONA
# TRANSPORTATION IMPACT FEE STUDY

## 1.0 INTRODUCTION

The City of Deltona has been experiencing significant growth over the past two decades. Between 1980 and 1990, the city's population increased by 224 percent and between 1990 and 2000 by 37 percent. The population is expected to increase by another 58 percent over the next 20 years. In 1998, The City of Deltona retained a consultant to develop a transportation impact fee program. The study resulted in the adoption of Ordinance Chapter 94, Article IV. The City has retained the same consultant twice since then to perform update studies for its impact fee program (2002 and 2003). Given the recent increase in roadway construction costs, the City has elected to update its transportation impact fee program once again.

Tindale-Oliver & Associates, Inc. (TOA) has been retained to conduct the City's 2006 Update Study. At the request of the City, the impact fee schedule developed in this report assesses a fee for the portion of the County impact fee that accounts for travel on the city's local collector roadway system only. In this consumption-based impact fee, roadway capacity is assumed to be consumed on all roads; however, the total impact cost accounts for travel on local city collector roads within the City of Deltona only. It should be noted that Volusia County collects a separate transportation impact fee for travel on the County and State thoroughfare roadway system.

This report presents the study results, including the methodology, the resulting impact fee schedule, and the necessary support material utilized in its calculation.

The general equation used to compute the transportation impact fee for a given land use is:

(Demand x Cost) - Credits = Fee

The demand for travel placed on the transportation system is usually expressed in units of vehicle miles or lane miles of roadway capacity consumed. The cost of building capacity is typically expressed in units of dollars per vehicle-mile or lane-mile of roadway capacity. The credits are an estimate of the revenues generated by the new development that are allocated to roadway construction or transportation system capacity expansion. Thus, the

impact fee represents an "up front" payment for a portion of the cost to replace the transportation facility capacity consumed by new development.

The general topics in this report are as follows:

- Demand component:
  - Individual land use trip characteristics;
- Cost component:
  - City roadway improvement cost estimates;
  - County roadway improvement cost estimates;
  - State roadway improvement cost estimates;
- Credit component:
  - Gasoline tax distributions and allocations; and
- Other variables used in the impact fee formula.

These items are all discussed in subsequent sections of this document.

## 2.0 PROPOSED FEE VARIABLES

There are 11 input variables used in the fee equation:

- Number of daily trips generated
- Length of those trips
- Proportion of travel that is new travel
- Cost per lane mile
- Capacity per lane mile
- Equivalent gas tax credit (pennies)
- Facility life
- Interest rate
- Fuel efficiency
- Effective days per year
- Interstate/toll facility adjustment factor

A review of these variables and corresponding recommendations are presented in the following sections.

## 2.1 Individual Land Use Trip Characteristics

The amount of road system consumed by a new land development is calculated using the following units of measure:

- Number of daily trips generated;
- Length of those trips; and
- Proportion of travel that is new travel, rather than travel that is estimated to have already been on the road system.

For the purpose of this update study, the trip characteristic variables have been obtained primarily from two sources: previous similar studies conducted throughout Florida (Florida Studies Database), and from the Institute of Transportation Engineers' (ITE) *Trip Generation* reference report (7th edition). However, it is important to note that this information also has been supplemented with trip characteristic studies that were conducted as part of the 1997 Volusia County Update Study. These studies include a survey and review of travel characteristics for the following land uses:

- Single family residential;
- High rise apartments;
- Mobile home park;
- Hotel/motel;
- Movie theater with matinee;
- Medical-dental office;
- Business park;
- Shopping center;
- Quality restaurant;
- High-turnover restaurant;
- Fast-food restaurant;
- Wholesale tire store;
- Automobile care center; and
- Quick lubrication vehicle shop.

### *2.1.1 Local Collector Adjustment Factor*

This variable is used to recognize the portion of travel on the local collector city road system. The projected roadway volumes from Volusia County MPO 2025 Long Range Transportation Plan were used to determine the percentage of vehicle miles of travel (VMT) under the City's maintenance jurisdiction. It should be noted that a six-mile buffer area from the center of city was drawn to calculate the VMT distribution on the functionally classified roadway system. The buffer area captures the typical length of a trip originating within the city limits and estimates the portion of travel occurring on each respective roadway type (city, county, state). With this approach, the area considered is beyond the City limits and is more representative of typical travel boundaries.

Table 2-1 presents the percentage of vehicle miles of travel of roadway under the City's maintenance jurisdiction (13 percent) to the total vehicle miles of travel on the functionally classified road system in the City of Deltona area. The VMT percentage shown in Table 2-1 was used to develop a local collector adjustment factor that represents the percentage of travel occurring on the local collector road network.

**Table 2-1**
**City of Deltona Vehicle Miles of Travel**
**by Roadway Jurisdiction (1)**

| Roadway Type | 2025 | |
|---|---|---|
| | VMT | % VMT |
| State Roads | 592,889 | 32% |
| County Roads | 1,023,349 | 55% |
| Other City Roads | 15,511 | 1% |
| City of Deltona Roads | 236,034 | 13% |
| **Total** | **1,867,783** | **100%** |

(1) Source: Volusia County MPO 2025 LRTP Existing and Future Volumes

## 2.2 Cost of Transportation Capacity

The cost of providing transportation system capacity has increased in recent years. Certain phases of lane widening projects have seen significant cost increases. For example, construction costs increased significantly in the past 6 to 24 months, while steady appreciation in land values resulted in higher right-of-way (ROW) costs over the past several years. Information from the City of Deltona, Volusia County, and the Florida

Department of Transportation regarding recent road construction costs estimates (using recent unit prices and standard quantities) was used to develop a unit cost for the components involved in the addition of one lane mile of roadway capacity. The following sections detail the analyses undertaken to determine construction costs associated with the construction of city, county, and state roads. Appendix B of this technical study and Appendix I of the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," provide the data and other support information utilized in these analyses to develop appropriate cost figures.

### *2.2.1 City Costs*

This section examines total cost associated with city roads with respect to transportation capacity improvements in the City of Deltona. The City's five-year CIP (FY 2006-2010) and updated construction cost estimates for the Normandy Boulevard (from Saxon Boulevard to Firwood Drive) and Fort Smith Boulevard (from Primrose Terrace to Rookery Avenue) projects were used to develop construction, ROW, construction engineering inspection (CEI), and design costs.

During discussions with City staff, it was noted that most of the future roadway improvements will include the addition of center turn lanes to two-lane undivided roadways within the existing right-of-way of the City's collector roadway network. As such, the right-of-way acquisition costs included in the calculation of the total cost per lane mile is based on costs associated with land needed to accommodate retention ponds. Design costs are estimated to be approximately 4 percent of construction cost and CEI is estimated to be approximately 15 percent given the most recent engineer's estimates available for capacity expansion projects in Deltona. Table 2-2 summarizes the estimated average cost per lane-mile for a typical roadway capacity expansion project in the City of Deltona.

**Table 2-2**
**Estimated Cost per Lane Mile**
**for City Roadway Projects**

| Cost Phase | Cost Per Lane Mile |
|---|---|
| Design(1) | $133,854 |
| Right-of-Way(2) | $125,567 |
| Construction(3) | $3,215,254 |
| CEI(4) | $482,288 |
| **Total Cost** | **$3,956,963** |

(1) Source: Appendix B, Table B-1, Item (c)
(2) Source: Appendix B, Table B-2, Item (d)
(3) Source: Appendix B, Table B-1, Item (e)
(4) Source: Appendix B, Table B-1, Item (f)

*2.2.2 County Costs*

This section examines the construction costs of transportation capacity improvements associated with county roads in Volusia County. For this purpose, recent engineer cost estimates of future projects that are in the County's 2007-2011 Capital Improvement Program (CIP) were used to identify and provide supporting cost data for roadway improvements. The cost for each roadway capacity project was separated into four phases: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI) costs.

Based on discussion with County staff, design costs were estimated at 11 percent of construction costs. This percentage is based on recent construction project cost estimates and recently completed County projects. The weighted average ROW cost per lane mile was developed based on a review of recently bid and future CIP projects presented in the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-1. The weighted average ROW cost per lane mile is approximately $860,000 for county roads. This cost includes both land and non-land acquisition costs (i.e., business damages, appraisal fees, legal fees). County staff confirmed that these projects are typical of future roadway corridors.

The construction cost per lane mile was developed based on a review of recent engineer's estimates for roadway improvement projects in Volusia County FY 2007-2011 CIP. County staff confirmed that the projects used to develop the construction cost are typical of the type of roadway project that the County intends to construct in the future. It should be noted that unit prices and quantities included in the bid tabulations from recent bids and

future cost estimates in Volusia County and other counties in the state were reviewed to determine the reasonableness of the construction cost used. These estimates were determined to be consistent with the unit prices being used for all components (i.e., roadway, signal, drainage, and lighting) in other counties in the state. The resulting construction cost per lane mile is approximately $2.65 million. The projects used to develop the construction cost will be built of urban cross-section design and are consistent with FDOT and County design standards. County staff also indicated that it is anticipated that a majority of future county roadway projects will be built utilizing an urban cross-section design.

Based on an analysis of the project cost information for county roadway capacity-adding projects, the total cost per lane mile is estimated at approximately $4.04 million. Table 2-3 presents the breakdown of the estimated average cost for each phase of a typical roadway capacity-expansion project in Volusia County.

**Table 2-3**
**Estimated Cost per Lane Mile**
**by County Project Phase**

| Cost Phase | Cost Per Lane Mile(1) |
|---|---|
| Design | $291,696 |
| Right-of-Way | $858,109 |
| Construction | $2,651,778 |
| CEI | $238,660 |
| **Total Cost** | **$4,040,243** |

(1) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-6 for County Projects

*2.2.3 State Costs*

A similar review also was completed for state roadway projects in order to estimate the typical phase and total costs for capacity-adding projects. A total of 20 state projects were identified that were either completed, under construction, or the full project cost was programmed in the FY 2007-2011 Transportation Improvement Plan (TIP).

FDOT has not recently bid any state projects in Volusia County. Based on discussions with FDOT District 5 staff, the construction cost estimates in the FY 2007-2011 TIP were developed in early 2006. Based on the dated nature of these cost estimates, recently bid projects in District 5 were reviewed to develop the construction cost per lane mile. As shown in Appendix I, Table I-3 of the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," the construction cost per lane mile was estimated based on recent bids from peer counties (Seminole, Osceola, and Marion) in FDOT District 5. It should be noted that the design characteristics of these projects (urban cross-section) are typical of future state projects in Volusia County based on a review of the 2025 Volusia County LRTP and discussion with FDOT District 5 staff. As shown in that table, the state construction cost per lane mile for urban design arterial roadways is approximately $3.1 million.

Since the County has not purchased any ROW since 2002, historical ROW cost figures are not reflective of current acquisition costs. As such, the ROW cost is based on the SR 15/60 (from SR 472 to SR 15A) project programmed in the County's FY 2007 – 2011 TIP. FDOT District 5 staff confirmed that this improvement is typical of future state roadway improvements and the cost estimates have been updated to reflect the recent increase in land values.

Table 2-4 summarizes the estimated average cost per lane mile for state roads. As shown in the table, the average cost per lane mile for state roads is approximately $4.67 million. State projects included in the analysis are presented in the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-2.

**Table 2-4**
**Estimated Cost per Lane Mile**
**by State Project Phase**

| Cost Phase | Cost Per Lane Mile[1] |
|---|---|
| Design | $309,526 |
| Right-of-Way | $954,543 |
| Construction | $3,095,258 |
| CEI | $309,526 |
| **Total Cost** | **$4,668,853** |

(1) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-6 for State Projects

*2.2.4 Summary of County and State Costs (Blended Cost Analysis)*

The weighted average cost per lane mile for the projects included in Tables 2-3 and 2-4 is calculated and presented in Table 2-5. The resulting weighted average cost of approximately $4.31 million per lane mile is calculated based on the distribution of lane miles of roadway by jurisdiction being added in the 2025 Long Range Transportation Plan. As noted previously, the project information and methodology used in these calculations are included in the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Tables I-1 through I-4.

**Table 2-5**
**Estimated Adjusted Cost per Lane Mile**
**County & State Roadway Capital Projects in Volusia County**

| Cost Type | County Roads(1) | State Roads(2) | County and State Roads(3) |
|---|---|---|---|
| Design | $291,696 | $309,526 | $299,363 |
| ROW | $858,109 | $954,543 | $899,576 |
| Construction | $2,651,778 | $3,095,258 | $2,842,474 |
| CEI | $238,660 | $309,526 | $269,132 |
| **Total** | **$4,040,243** | **$4,668,853** | **$4,310,545** |
| | | | |
| Lane Miles Added(4) | 57% | 43% | 100% |

(1) Source: Table 2-3
(2) Source: Table 2-4
(3) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-6 for blend of county and state roads
(4) Lane miles added from "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-5 multiplied by the design, construction, CEI, and ROW phase costs by jurisdiction to develop a weighted average cost per lane mile.

## 2.3 Capacity per Lane Mile

*City Roads*

An additional component of the impact fee equation is the capacity added per lane-mile of roadway constructed. Appendix B (Table B-1) provides the listing of projects used to calculate the daily capacity added per lane-mile for roadways constructed in the City of Deltona. Based on the analysis an average capacity added per lane-mile was calculated. Table 2-6 below provides a summary of this analysis.

**Table 2-6**
**Weighted Average Capacity Added per Lane Mile**
**City Roadway Capital Expansion Projects in Deltona**

| Source | Lane Miles Added(1) | Vehicle Miles of Capacity Added(2) | Average Capacity Added Per Lane Mile(3) |
|---|---|---|---|
| City | 11.5 | 70,996 | 6,174 |

(1) Source: Table B-1, Item (a)
(2) Source: Table B-1, Item (b)
(3) Item (2) divided by Item (1)

*County and State Roads*

In the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I (Tables I-1, I-2, and I-4) provides the listing of projects and methodology used to calculate the daily capacity added per lane mile for roadways constructed in Volusia County. The distribution of vehicle miles of travel on county and state roadways in the 2025 LRTP Cost Affordable Plan was used to develop a weighted average capacity figure. Based on the analysis of county and state projects, an average of 8,233 vehicle miles of daily capacity added was calculated for the impact fee calculations that takes into account all of the included roadway categories. Table 2-7 provides a summary of this analysis.

**Table 2-7**
**Weighted Average Capacity per Lane Mile**
**County and State Roadway Capital Expansion Projects in Deltona**

| Source | 2025 Lane Mile Distribution (1) | Average Capacity Added Per Lane Mile (2) |
|---|---|---|
| County | 57% | 7,797 |
| State | 43% | 8,812 |
| Total | 100% | |
| | | |
| **Weighted Average Capacity Added (3)** | | **8,233** |

(1) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-5
(2) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-1, Item (c) for county projects; "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-4 for state projects
(3) Item (2) for county and state projects weighted by lane mile distribution in Item (1).

## 2.4 Cost per Vehicle Mile of Capacity

The impact fee cost per unit of development is assessed based on the cost per vehicle mile of capacity. As shown in Tables 2-6 and 2-7, the cost and capacity for city, county, and state roads have been calculated based on typical roadway improvements. In addition, as presented in Table 2-1, the percentage of travel occurring on the local collector city road system in the City of Deltona has been estimated as 13 percent. In order to estimate the weighted average cost per vehicle mile of capacity, the VMT distribution for travel on the functionally classified roadway network by roadway jurisdiction is used. As shown in Table 2-8, the cost per vehicle mile of capacity for travel on all roads (including city, county, and state roadways) within the City of Deltona is $535.41. This weighted average cost per vehicle mile of capacity calculation accounts for the portion of travel that will occur on more expensive city roadways (addition of center turn lanes to two lane undivided roadways) included in the city's five year CIP (FY 2006 – 2010).

**Table 2-8**
**Weighted Average Cost per Vehicle Mile of Capacity**
**City, County, and State Roadways in Deltona**

| Source | VMT Distribution[1] | Cost per Lane Mile[2] | Average Capacity Added Per Lane Mile[3] | Cost per VMC[4] |
|---|---|---|---|---|
| City Roads | 13% | $3,956,963 | 6,174 | $640.91 |
| County and State Roads | 87% | $4,310,545 | 8,233 | $523.57 |
| Total | 100% | | | |
| **Weighted Average[5]** | | **$4,264,579** | **7,965** | **$535.41** |

(1) Source: Table 2-1 for VMT on local roads, the remaining VMT is on county and state roads.
(2) Source: Table 2-2 for city roads and Table 2-5 for blended county and state roads.
(3) Source: Table 2-6 for city roads and Table 2-7 for blended county and state roads.
(4) Cost per lane mile (Item 2) divided by average capacity added per lane mile (Item 3) for city roads and county and state roads blended.
(5) Cost per lane mile and average capacity added per lane mile weighted by VMT distribution in Item (1). Cost per VMC is based on weighted average cost per lane mile Item (2) divided by weighted average capacity added per lane mile (Item 3).

## 2.5 Credit Calculations

The credit calculations include a review of revenues from gas taxes.

### *2.5.1 Gasoline Tax Credit (Equivalent)*

*City Credit*

The present value of gasoline taxes generated by a new development over a 25-year period is credited against the cost of the system consumed by travel associated with new development. This is because travel from new development generates gasoline tax revenues, and other revenues, a portion of which is typically allocated to expansion of the transportation system.

Appendix C provides a detailed discussion of the City's allocation of gas tax revenues to transportation capital projects, including capacity improvements. As shown in Appendix C, a total of 0.85 pennies of the City's future annual gas tax revenue will be allocated to roadway capacity expansion projects (presented in Table C-2). The City funds its capital

expansion program through the use of loan revenues which are backed by 1st and 2nd Local Option gas taxes. There is currently one bond (2006 Transportation Capital Improvement Revenue Bonds) being used to fund capital expansion projects in the FY 2006-2010 CIP. As shown in Appendix C, Table C-2, a credit of 0.64 pennies is given for this debt service. Based on discussion with City staff, to finance the Phase I-B roadway project in the CIP, the City plans to issue a 2009 Transportation Capital Improvement Revenue Bond Series. As shown in Appendix C, Table C-2, a credit of 0.21 pennies is given for the 2009 bond based on projected debt service payments shown in Appendix C, Table C-3. In summary, a total of 0.85 pennies of equivalent gas tax is being given for City-allocated revenues dedicated to capacity expansion projects.

Table 2-9 summarizes the results of this analysis of the equivalent pennies.

**Table 2-9**
**Equivalent Pennies of Gas Tax Revenue (1)**

| Credit | Equivalent Pennies |
|---|---|
| Debt Service | $0.0085 |
| **Total** | **$0.0085** |

(1) Source: Table C-2

*County and State Credit*

In the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix II, a detailed discussion of the County's financing of transportation capital projects utilizing gas tax revenues is provided. A review of the County roadway financing program shows that a combination of impact fees, state grants, and gas tax revenues are being used to fund capacity expansion projects. Historical and projected county expenditures for roadway expansion projects from 2002-2011 are presented in the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix II, Tables II-4 and II-5. An equivalent county gas tax credit was calculated at 1.7 pennies, representing the average annual funding that the County allocates to capacity expansion projects.

In addition, state expenditures on county roads were reviewed and a credit for the capacity expansion portion attributable to state projects was provided. The equivalent number of pennies allocated to fund state projects was determined using information for a 15-year period of the FDOT Work Program (1997 through 2011). A list of capacity-adding

roadway projects was developed, including lane additions, new road construction, intersection improvements, traffic signal projects, and other capacity-addition projects. This review (which is summarized in the attached "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix II, Table II-3) indicates that FDOT spending generates an equivalent gas tax credit of 10.3 pennies of gas tax revenue annually. Table 2-10 provides a summary of the results of the county and state gas tax credit analysis.

**Table 2-10**
**Gas Tax Equivalent Pennies**

| Credit | Equivalent Pennies |
|---|---|
| State Gas Tax Credit(1) | $0.103 |
| County Gas Tax Credit(2) | $0.017 |
| **Total** | **$0.120** |

(1) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information," Appendix I, Table I-3
(2) Source: "City of Deltona Transportation Impact Fee Study Supplemental Information;" Appendix I, Table I-2

As shown in Tables 2-9 and 2-10, the combination of city, county, and state spending on capacity expansion projects generates an equivalent gas tax credit of 12.85 pennies of gas tax revenue annually.

## 2.6 Facility Life

The facility life relates to the time period over which gasoline tax revenues might be bonded to pay for an improvement. The life used is 25 years, which is typical of impact fees in many other communities.

## 2.7 Interest Rate

This is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. Since the discount rate should reflect the cost to borrow money (i.e., retire a bond), it is

recommended that an interest rate of five (5) percent be utilized, which is consistent with the rate at which the City is currently borrowing.

## 2.8 Fuel Efficiency

The fuel efficiency (i.e., the average miles traveled per gallon of fuel consumed) of the fleet of motor vehicles using the road system over the next 25 years is used to estimate the quantity of gasoline consumed by travel associated with a particular land use.

Appendix C documents the calculation for the new fuel efficiency value (Table C-4), based on the following equation, where "VMT" is vehicle miles of travel and "MPG" is fuel efficiency in terms of miles per gallon.

$$Fuel\ Efficiency = \sum VMT_{Roadway\ Type} \div \sum \left( \frac{VMT_{Vehicle\ Type}}{MPG_{Vehicle\ Type}} \right)_{Roadway\ Type}$$

The methodology utilizes non-interstate VMT and average fuel efficiency data for passenger vehicles (i.e., passenger cars and other 2-axle, 4-tire vehicles, such as vans, pickups, and SUVs) and large trucks (i.e., single-unit, 2-axle, 6-tire or more trucks and combination trucks) to calculate the total gallons of fuel utilized by each of these vehicle types.

The combined total VMT for the vehicle types is then divided by the combined total gallons of fuel consumed to calculate, in effect, a "weighted" fuel efficiency value that appropriately accounts for the existing fleet mix of traffic on non-interstate roadways. The VMT and average fuel efficiency data were obtained from the Federal Highway Administration's *Highway Statistics 2005*.[1] Based on the calculation completed in Table C-4 of Appendix C, the fuel efficiency rate to be used in the impact fee equation is 17.70 miles per gallon.

[1] The data used in Table C-4 in Appendix C were compiled from Table VM-1 (Section V) of the document, *Highway Statistics 2005*, Office of Highway Policy Information, Federal Highway Administration, Washington, D.C (see Table C-5). The document can be accessed on-line at http://www.fhwa.dot.gov/policy/ohim/hs04/re.htm.

2.9 Effective Days per Year

An effective 365 days per year of operation was estimated for all land uses in the current fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, provides a "conservative" estimate of gas consumption ensuring that gasoline taxes are adequately credited against the fee.

## 3.0 PROPOSED FEE SCHEDULE

This section discusses the proposed transportation impact fee schedule for the City of Deltona.

3.1 Proposed Impact Fee Schedule

Appendix E, Table E-1 includes the detailed impact fee calculations. The Appendix illustrates the major land use categories and the impact fees for the individual land uses contained in each of the major categories. The land use categories have been updated to reflect the land uses in Volusia County's transportation impact fee schedule. This should improve the ease of administering impact fees for the City.

For each land use, the Appendices A through E of this technical study present the impact fee demand component variables (trip rate, trip length, and percent new trips), the total impact fee cost, the annual gas tax credit and present value of the gas tax credit, the net impact fee, the current City of Deltona impact fee, and the percent difference between the potential impact fee and the current fee. It should be noted that the Net Impact Fee illustrated in Appendix E represents the most reasonable and legally defensible transportation impact fee per unit of land use that could be charged in the City of Deltona for the local collector road system. The methodology used herein to calculate these fees is commonly accepted as one that results in an impact fee rate that satisfies the proportionality concept of the dual rational nexus test. As a result, development is charged based upon the proportion of vehicle miles of travel (demand) it is expected to consume on the city collector roadway network.

For clarification purposes, it is useful to explain the steps of the impact fee calculation for one of the land use categories. In the following example, the net impact fee is calculated

for the Single-Family Residential (1,500 to 2,499 square feet) detached land use category (ITE LUC 210) using information from the proposed impact fee schedule included in Appendix E (Table E-1) of this technical study. For each land use category, the following equations are utilized to calculate the net impact fee:

***Net Impact Fee = Total Impact Cost – Gas Tax Credit***

Where:

***Total Impact Cost*** *= ((Trip Rate × Adjusted Assessable Trip Length × % New Trips) / 2) × (Local Collector Adjustment Factor) × (Cost per Lane Mile/Avg. Capacity Added per Lane Mile)*

***Gas Tax Credit*** *= Present Value (Annual Gas Tax), given 5% interest rate & 25-year facility life × (Local Collector Adjustment Factor)*

***Annual Gas Tax*** *= (((Trip Rate × Total Trip Length × % New Trips) / 2) × Effective Days per Year × $/Gallon to Capital) / Fuel Efficiency*

Each of the inputs has been discussed previously in this document; however, for purposes of this example, brief definitions for each are provided below, along with the actual inputs for the Single-Family Residential (1,500 to 2,499 square feet) detached category.

- *Trip Rate* = the average daily trip generation rate, in vehicle-trips/day (7.53)
- *Assessable Trip Length* = the actual average trip length for the category, in vehicle-miles (6.24)
- *Adjusted Trip Length* = the assessable trip length for the category, adjusted by 31 percent to account for travel demand on interstate roadways (4.31)
- *Total Trip Length* = the recommended trip length plus an adjustment factor of half a mile is added to the trip length to account for the fact that gas taxes are collected for travel on all roads including local roads (6.24 + 0.50 = 6.74)
- *% New Trips* = adjustment factor to account for trips that are already on the roadway (100%)
- The total daily miles of travel generated by a particular category (i.e., rate*length*% new trips) is divided by two to prevent the double-counting of travel generated among land use codes since every trip has an origin and a destination
- *Local Collector Adjustment Factor* = adjustment factor to account for travel on the city collector roadway network (13%)
- *Interstate/Toll Facility Adjustment Factor* = adjustment factor to account for the travel demand occurring on interstate highways and/or toll facilities (31%)
- *Cost per Lane Mile* = unit cost to construct one lane mile of roadway, in $/lane-mile ($4,264,579)
- *Average Capacity Added per Lane Mile* = represents the average daily traffic on one travel lane at capacity for one lane mile of roadway, in vehicles/lane-mile/day (7,965)
- *Cost per Vehicle Mile of Capacity* = unit cost to construct to provide a vehicle mile of capacity ($535.41)

- *Present Value* = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, "i," and a number of periods, "n;" for 5% interest and a 25-year facility life, the uniform series present worth factor is 14.1042
- *Effective Days per Year* = 365 days
- *$/Gallon to Capital* = the amount of gas tax revenue per gallon of fuel that is used for capital improvements, in $/gallon ($0.1285)
- *Fuel Efficiency* = average fuel efficiency of vehicles, in vehicle-miles/gallon (17.70)

Using these inputs, the following net impact fee is calculated for the Single-Family Residential (1,500 to 2,499 square feet) detached land use.

Total Impact Cost = ((7.53 × 4.31 × 1.0) / 2) × (0.13) × ($4,264,579/7,965) = $1,129
Annual Gas Tax = (((7.53 × 4.81 × 1.0) / 2) × 365 × $0.1285) / 17.70 × (0.13) = $6
Gas Tax Credit = $6 × 14.1042 = $85
Net Impact Fee = $1,129 - $85 = $1,044

## 3.2 Review of Rates in Other Jurisdictions

The impact fee programs of other counties and cities proximate to the City of Deltona are reviewed in this section. A summary of this review is included in Table 3-1. A total of eight cities and four counties were reviewed for impact fee comparison purposes. Information in Table 3-1 includes six land uses. Finally, the date of the last technical study update and the adoption percentage are also included in the tables.

**Table 3-1**
**Impact Fee Comparisons**

| Land Use | Unit | City Collector Studies[1] | | | | | | City Network Studies[2] | | County Studies | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Deltona[3] | Deltona | Fort Pierce | Port Orange | South Daytona | Oviedo | Kissimmee[4] | St. Cloud[5] | Brevard County[6] | Lake County[7] (Proposed) | Seminole County[8] | Volusia County[9] |
| Date of Last Update | | 2006 | 2003 | 2006 | 2005 | 2004 | 2006 | 2006 | 2006 | 2000 | 2007 | 1990 | 2007 |
| Adoption Percentage | | Proposed | 100% | Proposed | 75% | 100% | 100% | Proposed | 95% | 100% | 100% | 100% | 100% |
| *Residential:* | | | | | | | | | | | | | |
| Single Family Detached | du | $1,044 | $502 | $1,712 | $902 | $436 | $985 | $8,597 | $8,373 | $4,353 | $11,396 | $705-$1,271 | $2,174 |
| *Non-residential:* | | | | | | | | | | | | | |
| Light Industry | 1,000 sf | $721 | $280 | $1,263 | $819 | $240 | $634 | $6,094 | $4,562 | N/A | $11,137 | $524-$944 | $1,220 |
| Office (50,000 sf) | 1,000 sf | $1,638 | $520 | $2,844 | $1,049 | $460 | $1,703 | $13,595 | $10,371 | $5,058 | $15,431 | $1,545-$2,785 | $2,310 |
| High Turnover Restaurant | 1,000 sf | $5,587 | $2,400 | $10,955 | $5,118 | $2,090 | $5,388 | $51,543 | $39,060 | $16,898 | $58,516 | $7,250-$13,069 | $10,590 |
| Retail (100,000 sf) | 1,000 sf | $2,147 | $700 | $2,552 | $1,089 | $610 | $1,043 | $12,528 | $10,081 | $5,270 | $13,549 | $2,189-$3,282 | $3,080 |
| Bank w / Drive-In | 1,000 sf | $7,005 | $2,480 | $12,323 | $5,925 | $2,160 | $6,691 | $57,553 | $50,755 | $23,331 | $65,620 | $5,756-$10,375 | $10,960 |

(1) City collector studies include travel on local city roads only.
(2) City network studies include travel on city, county, and state roads within city limits
(3) Fee shown is proposed using a local collector adjustment factor of 13 percent.
(4) An equation is used for the Kissimmee office and retail land use fees.
(5) An equation is used for the St. Cloud office and retail land use fees.
(6) The restaurant land use was used for the high turnover restaurant for Brevard County. The fees shown have been phased to 100 percent from the original adoption level of 30 percent in 2000.
(7) The fees shown are preliminary and are currently under review by County staff.
(8) A range of the fees for the four districts is shown for Seminole County. The manufacturing land use was used for the general light industrial fee comparison. The sit down restaurant land use was used for the high turnover restaurant fee comparison.
(9) Volusia County fees are currently being updated.
Note: All cities within Volusia County are also subject to a county road impact fee.

### 3.3 Indexing

Currently, the City of Deltona does not index its transportation impact fees, which increases the likelihood of major adjustments during subsequent updates. These major adjustments also create significant concerns in the development community. This section presents a method to calculate a transportation impact fee index that would help moderate annual fluctuations from one year to another.

The design, construction, and CEI costs could be indexed based on the FDOT Price Trends Index to account for general increases in the construction and CEI costs. Similarly, the land value component of ROW costs could be indexed based on historical trends in total just values for all property within the City of Deltona as updated annually by the Volusia County Property Appraiser.

It should be noted that the FDOT Price Trends Index does not appear to capture the recent increase in construction costs. As presented in Appendix F, Table F-3, the observed increase in cost per lane mile figures provided by FDOT is significantly higher.

This report bases the construction index on the FDOT Price Trends Index forecasted over the next four years; however, it is recommended that the City conduct an independent evaluation of local construction cost increases or at a minimum, review the change in cost per lane mile figures prepared by FDOT on an annual basis for the next few years until the increases subside. If, however, the City chooses not to conduct such a study or analysis, the index included in this study will provide a conservative level of indexing.

The method for developing an indexed transportation impact fee is further discussed in Appendix F.

## 4.0 REVENUE PROJECTIONS

Revenue estimates are based on a review of building permit activity and future population growth estimates. The impact fee schedule by land use presented in Appendix E provided the basis for this analysis. Table 4-1 presents the projected residential units per year through 2025. The following assumptions were made for projecting the transportation impact fee revenues.

- Based on the trends in other jurisdictions, impact fee revenues from residential land uses represent 80 percent of total collections and non-residential land uses represent 20 percent.
- Residential building permits are estimated to be generated by single family units (95 percent), multi-family (4 percent), mobile home parks (1 percent), based on the current distribution of homes in Deltona.
- The building permit growth rate is estimated to remain constant through 2025 based on a review of historical residential building permit activity. Based on projected population, an average of approximately 915 new homes will be constructed annually.
- The revenue projections estimated below are in 2007 dollars and actual revenues generated with indexed impact fees are likely to be higher.

**Table 4-1**
**Residential Units per Year (2007-2025)**

| Year | Population | Item |
|---|---|---|
| 2007 | 85,936 | |
| 2025 | 129,078 | |
| Population Growth (2006-2025)(1) | | 43,141 |
| Residents Per Dwelling Unit(2) | | 2.62 |
| New Homes (2007-2025)(3) | | 16,466 |
| New Homes per Year(4) | | 915 |

(1) Source: Bureau of Economic and Business Research (BEBR)
(2) Source: 2000 Census, Tables H-30 and H-33
(3) Population growth (Item 1) divided by residents per dwelling unit (Item 2)
(4) New homes (2007-2025) (Item 3) divided by 18 years

As shown in Table 4-2, the transportation impact fee program will generate a total of approximately $21.1 million or an average of $1.2 million annually, through 2025.

**Table 4-2**
**Projected Transportation Impact Fee Revenues**
**(2007-2025)**

| Land Use | Distribution[1] | Permits[2] | Impact Fee[3] | Total Revenues[4] |
|---|---|---|---|---|
| Single Family (1,500 -2,499 s.f.) | 95% | 15,643 | $1,044 | $16,331,292 |
| Multi-Family | 4% | 658 | $774 | $509,292 |
| Mobile Home Park | 1% | 165 | $435 | $71,775 |
| **Total Residential Revenues** | **100%** | **16,466** | **N/A** | **$16,912,359** |
| **Non-Residential Impact Fee Revenues[5]** | | | | **$4,228,090** |
| **Total Residential and Non-residential Impact Fee Revenues[6]** | | | | **$21,140,449** |

(1) Source: 2000 Census
(2) Source: Table 4-1 for total permits. Permits distributed for residential uses by estimated percentages in (Item 1)
(3) Source: Appendix E, Table E-1
(4) Permits (Item 2) multiplied by impact fee (Item 3)
(5) Non-residential revenues are estimated to be 20 percent of total collections.
(6) Sum of total residential impact fees and total non-residential impact fee revenues (Item 5)

For impact fee purposes, revenue projections serve only as an overall guideline in planning future infrastructure needs. In their simplest form, impact fees charge each unit of new growth for the net cost (total cost less credits) of infrastructure needed to serve that unit of growth. If the growth rates remain high, the City will have more impact fee revenues to fund growth related projects sooner rather than later. If the growth rate slows down, less revenue will be generated, and the timing and need for future infrastructure improvements will be later rather than sooner.

# APPENDIX A

## Florida Studies Trip Characteristics Database

# Florida Studies Trip Characteristics Database

## Single-Family Detached Housing (ITE LUC 210)

| General Development | Size units | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Single Family | - | Gwinnett Co., GA | 12/13-18/92 | - | - | 5.80 | - | 5.40 | N/A | 31.3 | Street Smarts |
| Single Family | - | Gwinnett Co., GA | 12/13-18/92 | - | - | 5.40 | - | 6.10 | N/A | 32.9 | Street Smarts |
| Single Family | 76 | Hernando Co., FL | 5/24/96 | 148 | 148 | 10.01 | 9a-6p | 4.85 | N/A | 48.5 | Tindale-Oliver & Associates |
| Single Family | 301 | Hernando Co., FL | 5/24/96 | 264 | 264 | 8.93 | 9a-6p | 3.28 | N/A | 29.3 | Tindale-Oliver & Associates |
| Single Family | 232 | Hernando Co., FL | 5/24/96 | 182 | 182 | 7.24 | 9a-6p | 5.04 | N/A | 36.5 | Tindale-Oliver & Associates |
| Single Family | 126 | Hernando Co., FL | 5/24/96 | 205 | 205 | 8.17 | 9a-6p | 6.03 | N/A | 49.3 | Tindale-Oliver & Associates |
| Single Family | 76 | Sarasota Co, FL | Jun-93 | 70 | 70 | 10.03 | - | 6.00 | N/A | 60.2 | Sarasota County |
| Single Family | 79 | Sarasota Co, FL | Jun-93 | 86 | 86 | 9.77 | - | 4.40 | N/A | 43.0 | Sarasota County |
| Single Family | 282 | Sarasota Co, FL | Jun-93 | 146 | 146 | 6.61 | - | 8.40 | N/A | 55.5 | Sarasota County |
| Single Family | 393 | Sarasota Co, FL | Jun-93 | 207 | 207 | 7.76 | - | 5.40 | N/A | 41.9 | Sarasota County |
| Single Family | 97 | Sarasota Co, FL | Jun-93 | 33 | 33 | 13.20 | - | 3.00 | N/A | 39.6 | Sarasota County |
| Single Family | 193 | Sarasota Co, FL | Jun-93 | 123 | 123 | 6.85 | - | 4.60 | N/A | 31.5 | Sarasota County |
| Single Family | 135 | Sarasota Co, FL | Jun-93 | 75 | 75 | 8.05 | - | 5.90 | N/A | 47.5 | Sarasota County |
| Single Family | 152 | Sarasota Co, FL | Jun-93 | 63 | 63 | 8.55 | - | 7.30 | N/A | 62.4 | Sarasota County |
| Single Family | 220 | Volusia Co, Fl | Sep-97 | 174 | | 6.80 | | 4.80 | N/A | 32.6 | Tindale-Oliver & Associates |
| Single Family | 69 | Volusia Co, Fl | Sep-97 | 70 | | 13.10 | | 4.00 | N/A | 52.4 | Tindale-Oliver & Associates |
| Single Family | 137 | Volusia Co, Fl | Sep-97 | 48 | | 14.40 | | 2.70 | N/A | 38.9 | Tindale-Oliver & Associates |
| Single Family | 215 | Charlotte Co, FL | Oct-97 | 158 | | 7.60 | 9a-5p | 4.60 | N/A | 35.0 | Tindale-Oliver & Associates |
| Single Family | 142 | Charlotte Co, FL | Oct-97 | 245 | | 5.20 | 9a-5p | 4.10 | N/A | 21.3 | Tindale-Oliver & Associates |
| Single Family | 383 | Charlotte Co, FL | Oct-97 | 516 | | 8.40 | 9a-5p | 5.00 | N/A | 42.0 | Tindale-Oliver & Associates |
| Single Family | 257 | Charlotte Co, FL | Oct-97 | 225 | | 7.60 | 9a-5p | 7.40 | N/A | 56.2 | Tindale-Oliver & Associates |
| Single Family | 345 | Charlotte Co, FL | Oct-97 | 161 | | 7.00 | 9a-5p | 6.60 | N/A | 46.2 | Tindale-Oliver & Associates |
| Single Family | 1169 | Charlotte Co, FL | Oct-97 | 348 | | 6.10 | 9a-5p | 8.00 | N/A | 48.8 | Tindale-Oliver & Associates |
| Single Family | 441 | Charlotte Co, FL | Oct-97 | 195 | | 8.20 | 9a-5p | 4.70 | N/A | 38.5 | Tindale-Oliver & Associates |
| Single Family | 150 | Charlotte Co, FL | Oct-97 | 160 | | 5.00 | 9a-5p | 10.80 | N/A | 54.0 | Tindale-Oliver & Associates |
| Single Family | 135 | Charlotte Co, FL | Oct-97 | 230 | | 5.30 | 9a-5p | 7.90 | N/A | 41.9 | Tindale-Oliver & Associates |
| Single Family | 368 | Charlotte Co, FL | Oct-97 | 152 | | 6.60 | 9a-5p | 5.70 | N/A | 37.6 | Tindale-Oliver & Associates |
| Single Family | 52 | Lake Co, FL | Apr-02 | 212 | | 10.00 | 7a-6p | 7.60 | N/A | 76.0 | Tindale-Oliver & Associates |
| Single Family | 49 | Lake Co, FL | Apr-02 | 170 | | 6.70 | 7a-6p | 10.20 | N/A | 68.3 | Tindale-Oliver & Associates |
| Single Family | 126 | Lake Co, FL | Apr-02 | 217 | | 8.50 | 7a-6p | 8.30 | N/A | 70.6 | Tindale-Oliver & Associates |
| Single Family | 770 | Collier Co, FL | Dec-99 | 175 | | 4.32 | 8a-6p | 4.96 | N/A | 21.4 | Tindale-Oliver & Associates |
| Single Family | 400 | Collier Co, FL | Dec-99 | 389 | | 7.80 | 8a-6p | 6.40 | N/A | 49.9 | Tindale-Oliver & Associates |
| Single Family | 90 | Collier Co, FL | Dec-99 | 91 | | 12.80 | 8a-6p | 11.40 | N/A | 145.9 | Tindale-Oliver & Associates |
| Single Family | 132 | Marion Co, FL | Apr-02 | 171 | | 7.87 | 7a-6p | 7.00 | N/A | 55.1 | Kimley-Horn & Associates |
| Single Family | 105 | Marion Co, FL | Apr-02 | 169 | | 7.23 | 7a-6p | 7.22 | N/A | 52.2 | Kimley-Horn & Associates |
| Single Family | 133 | Marion Co, FL | Apr-02 | 209 | | 8.04 | 7a-6p | 4.92 | N/A | 39.6 | Kimley-Horn & Associates |
| Single Family | 102 | Marion Co, FL | Apr-02 | 167 | | 8.02 | 7a-6p | 5.10 | N/A | 40.9 | Kimley-Horn & Associates |
| Single Family | 124 | Marion Co, FL | Apr-02 | 170 | | 6.04 | 7a-6p | 7.29 | N/A | 44.0 | Kimley-Horn & Associates |
| Single Family | 189 | Pasco Co, FL | Apr-02 | 261 | | 7.46 | 8a-6p | 8.99 | N/A | 67.1 | Tindale-Oliver & Associates |
| Single Family | 74 | Pasco Co, FL | Apr-02 | 188 | | 8.18 | 8a-6p | 5.95 | N/A | 48.7 | Tindale-Oliver & Associates |
| Single Family | 55 | Pasco Co, FL | Apr-02 | 133 | | 6.80 | 8a-6p | 8.12 | N/A | 55.2 | Tindale-Oliver & Associates |
| Single Family | 60 | Pasco Co, FL | Apr-02 | 106 | | 7.73 | 8a-6p | 8.75 | N/A | 67.6 | Tindale-Oliver & Associates |
| Single Family | 70 | Pasco Co, FL | Apr-02 | 188 | | 7.80 | 8a-6p | 6.03 | N/A | 47.0 | Tindale-Oliver & Associates |
| Single Family | 364 | Citrus Co, FL | Oct-03 | 345 | | 7.20 | 7a-6p | 9.14 | N/A | 65.8 | Tindale-Oliver & Associates |
| Single Family | 374 | Citrus Co, FL | Oct-03 | 248 | | 12.30 | 7a-6p | 6.88 | N/A | 84.6 | Tindale-Oliver & Associates |
| Single Family | 306 | Citrus Co, FL | Oct-03 | 146 | | 8.40 | 7a-6p | 3.94 | N/A | 33.1 | Tindale-Oliver & Associates |
| Single Family | 111 | Citrus Co, FL | Oct-03 | 273 | | 8.66 | 7a-6p | 7.70 | N/A | 66.7 | Tindale-Oliver & Associates |
| Single Family | 231 | Citrus Co, FL | Oct-03 | 155 | | 5.71 | 7a-6p | 4.82 | N/A | 27.5 | Tindale-Oliver & Associates |
| Total Size | 10,092.0 | | | | | Average Trip Length: 6.33 | | | | | |
| | | | | | | Weighted Average Trip Length: 6.24 | | | | | |

Note: Georgia studies are excluded from all calculations.

Weighted Average Trip Generation Rate: 7.53
ITE Average Trip Generation Rate: 9.57

## Apartment (ITE LUC 220)

| General Development | Size units | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Apartment | 243.0 | Sarasota Co, FL | Jun-93 | 36 | 36 | 5.8 | - | 11.5 | - | 67.2 | Sarasota County |
| Apartment | 212.0 | Sarasota Co, FL | Jun-93 | 42 | 42 | 5.8 | - | 5.2 | - | 30.1 | Sarasota County |
| Apartment | 500.0 | Marion Co, FL | Apr-02 | 170 | 170 | 5.5 | | 5.9 | | 32.4 | Kimley-Horn & Associates |
| Apartment | 214.0 | Marion Co, FL | Apr-02 | 175 | 175 | 6.8 | | 4.6 | | 31.5 | Kimley-Horn & Associates |
| Apartment | 240.0 | Marion Co, FL | Apr-02 | 174 | 174 | 7.0 | | 3.4 | | 23.9 | Kimley-Horn & Associates |
| Apartment | 288.0 | Marion Co, FL | Apr-02 | 175 | 175 | 5.7 | | 5.6 | | 31.4 | Kimley-Horn & Associates |
| Apartment | 480.0 | Marion Co, FL | Apr-02 | 175 | 175 | 5.7 | | 6.9 | | 39.4 | Kimley-Horn & Associates |

Total Size 1934.0
ITE 1696.0
3,630

Average Trip Length: 5.27
Weighted Average Trip Length: 6.58

Weighted Average Trip Generation Rate: 5.93
ITE Average Trip Generation Rate: 6.72
Blend of FL Studies and ITE Average Trip Generation Rate: 6.30

## Residential Condominium/Townhouse (ITE LUC 230)

| General Development | Size units | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Condominium | 128.0 | Hernando Co., FL | May-96 | 198 | 198 | 6.5 | 9a-6p | 5.2 | N/A | 33.5 | Tindale-Oliver & Associates |
| Condominium | 31.0 | Hernando Co., FL | May-96 | 31 | 31 | 6.1 | 9a-6p | 5.0 | N/A | 30.5 | Tindale-Oliver & Associates |
| Condominium | 248.0 | Pasco Co, FL | Apr-02 | 353 | 353 | 4.2 | 9a-6p | 3.5 | N/A | 15.0 | Tindale-Oliver & Associates |
| Condominium | 229 | Pasco Co, FL | Apr-02 | 198 | 198 | 4.8 | 9a-6p | 12.1 | N/A | 57.7 | Tindale-Oliver & Associates |

Total Size 636.0
ITE 9882.0
10518.0

Average Trip Length: N/A
Weighted Average Trip Length: N/A

Weighted Average Trip Generation Rate: 4.97
ITE Average Trip Generation Rate: 5.86
Blending of FL Studies & ITE - Average Trip Generation Rate: 5.81

## Mobile Home Park (ITE LUC 240)

| General Development | Size units | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Mobile Home Park | 1892.0 | Hernando Co., FL | May-96 | 425 | 425 | 4.13 | 9a-6p | 4.13 | N/A | 17.1 | Tindale-Oliver & Associates |
| Mobile Home Park | 227 | Marion Co, FL | Apr-02 | 173 | - | 2.76 | 24hr. | 8.80 | N/A | 24.3 | Kimley-Horn & Associates |
| Mobile Home Park | 297 | Marion Co, FL | Apr-02 | 175 | - | 4.78 | 24hr. | 4.76 | N/A | 22.8 | Kimley-Horn & Associates |
| Mobile Home Park | 168 | Marion Co, FL | Apr-02 | 147 | - | 3.51 | 24hr. | 5.48 | N/A | 19.2 | Kimley-Horn & Associates |
| Mobile Home Park | 82.0 | Marion County, FL | Jul-91 | 58 | 58 | 10.80 | 24hr. | 3.72 | N/A | 40.2 | Tindale-Oliver & Associates |
| Mobile Home Park | 67.0 | Marion County, FL | Jul-91 | 22 | 22 | 5.40 | 48hrs. | 2.29 | N/A | 12.4 | Tindale-Oliver & Associates |
| Mobile Home Park | 137.0 | Marion County, FL | Jul-91 | 22 | 22 | 3.10 | 24hr. | 4.88 | N/A | 15.1 | Tindale-Oliver & Associates |
| Mobile Home Park | 235 | Sarasota Co, FL | Jun-93 | 100 | 100 | 3.51 | - | 5.10 | N/A | 17.9 | Sarasota County |
| Mobile Home Park | 996 | Sarasota Co, FL | Jun-93 | 181 | 181 | 4.19 | - | 4.40 | N/A | 18.4 | Sarasota County |
| Mobile Home Park | 482 | Volusia, FL | Sep-97 | 174 | | 3.01 | | 4.21 | N/A | 12.7 | Tindale-Oliver & Associates |
| Mobile Home Park | 599 | Volusia, FL | Sep-97 | 70 | | 3.81 | | 3.03 | N/A | 11.5 | Tindale-Oliver & Associates |
| Mobile Home Park | 400 | Volusia, FL | Sep-97 | 48 | | 6.74 | | 3.03 | N/A | 20.4 | Tindale-Oliver & Associates |

Total Size 5602.0
ITE 6580.0
Blended total 12182.0

Average Trip Length: 4.48
Weighted Average Trip Length: 4.29

ITE

Weighted Average Trip Generation Rate: 4.22
ITE Average Trip Generation Rate: 4.99
Blending of FL Studies & ITE - Average Trip Generation Rate: 4.63

## Hotel (ITE LUC 310)

| General Development | Size rooms | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hotel | 174.0 | Pinellas Co.,FL | Aug-89 | 134 | 106 | 12.5 | 7-11a/3-7p | 6.3 | 79.0 | 62.2 | Tindale-Oliver & Associates |
| Hotel | 114.0 | Pinellas Co.,FL | Oct-89 | 30 | 14 | 7.3 | 12-7:30p | 6.2 | 47.0 | 21.3 | Tindale-Oliver & Associates |
| Hotel | 40.0 | Volusia, FL | Sep-97 | | | 8.7 | | 5.3 | 100.0 | 46.2 | Tindale-Oliver & Associates |

Total Size 328.0
ITE 4760.0
Blend 5088.0

Average Trip Length: 5.9
Weighted Average Trip Length: 6.1

Weighted Percent New Trip Average[1]: 66.3

Weighted Average Trip Generation Rate: 10.23
ITE Average Trip Generation Rate: 8.17
Blend of ITE & FL Studies - Average Trip Generation Rate: 8.30

(1) The calculation for Weighted Percent New Trip Average excludes the Volusia study due to the inconsistency of data.

## Motel (ITE LUC 320)

| General Development | Size rooms | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Motel | 54 | Pinellas Co.,FL | Oct-89 | 32 | 22 | - | 12p-7p | 3.80 | 69.0 | - | Tindale-Oliver & Associates |
| Motel | 48 | Pinellas Co.,FL | Oct-89 | 46 | 24 | - | 10a-2:20p | 2.80 | 65.0 | - | Tindale-Oliver & Associates |
| Motel | 120 | Pinellas Co.,FL | Oct-89 | 26 | 22 | - | 2p-7p | 5.20 | 84.6 | - | Tindale-Oliver & Associates |

Total Size 222.0

Average Trip Length: 3.93
Weighted Average Trip Length: 4.34

Weighted Percent New Trip Average: 76.6

Weighted Average Trip Generation Rate: -
ITE Average Trip Generation Rate: 5.63

## Movie Theater with Matinee (ITE LUC 444)

| General Development | Size screens | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Movie Theater | 8.0 | Pinellas Co.,FL | Oct-89 | 151 | 116 | 113.10 | 2p-8p | 2.70 | 77.0 | 235.1 | Tindale-Oliver & Associates |
| Movie Theater | 12.0 | Pinellas Co.,FL | Sep-89 | 122 | 116 | 63.40 | 2p-8p | 1.90 | 95.0 | 114.4 | Tindale-Oliver & Associates |
| Movie Theater | 12.0 | Volusia, FL | Sep-97 | | | 70.80 | | 3.60 | 67.0 | 170.8 | Tindale-Oliver & Associates |

Total Size 32.0
ITE 10.0 assumed
42.0

Average Trip Length: 2.73
Weighted Average Trip Length: 2.74

Weighted Percent New Trip Average: 80.0

Weighted Average Trip Generation Rate: 78.60
ITE Average Trip Generation Rate: 153.33
Blend of ITE & FL Studies w/Volusia - Average Trip Generation Rate: 96.39

## Day Care Center (ITE LUC 565)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Day Care Center | 5.6 | Pinellas Co. | Aug-89 | 94 | 66 | 87.00 | 7a-6p | 1.90 | 70.0 | 89.1 | Tindale-Oliver & Associates |
| Day Care Center | 10.0 | Pinellas Co. | Sep-89 | 179 | 134 | 67.00 | 7a-6p | 2.10 | 75.0 | 105.5 | Tindale-Oliver & Associates |
| Day Care Center | - | Tampa, FL | Mar-86 | 26 | 25 | - | - | 2.60 | 89.0 | - | Kimley-Horn & Associates |

Total Size 15.6
ITE 30.0
45.6

Average Trip Length: 2.20
Weighted Average Trip Length: 2.03
Weighted Percent New Trip Average: 73.2

Weighted Average Trip Generation Rate: 66.99
ITE Average Trip Generation Rate: 79.26
Blend of ITE & FL Studies - Average Trip Generation Rate: 75.07

## Nursing Home (ITE LUC 620)

| General Development | Size beds | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Nursing Home | 120 | Lakeland, FL | Mar-90 | 74 | 66 | 2.86 | 11a-4p | 2.59 | 89.0 | 6.6 | Tindale-Oliver & Associates |

Total Size 120
ITE 415
535.0

Average Trip Length: 2.59
Weighted Average Trip Length: 2.59
ITE
Weighted Percent New Trip Average: 89.0

Weighted Average Trip Generation Rate: 2.86
ITE Average Trip Generation Rate: 2.37
Blend of ITE & FL Studies - Average Trip Generation Rate: 2.48

## General Office Building (ITE LUC 710)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| General Office | 98.0 | Gwinnett Co., GA | 12/13-18/92 | - | - | 4.30 | - | 5.40 | - | - | Street Smarts |
| General Office | 180.0 | Gwinnett Co., GA | 12/13-18/92 | - | - | 3.60 | - | 5.90 | - | - | Street Smarts |
| General Office | 262.8 | St. Petersburg, FL | Sep-89 | 291 | 274 | - | 7a-5p | 3.40 | 94.0 | - | Tindale-Oliver & Associates |
| General Office | 187.0 | Pinellas Co. | Oct-89 | 431 | 388 | 18.49 | 7a-5p | 6.30 | 90.0 | 104.8 | Tindale-Oliver & Associates |
| General Office | 14.3 | Sarasota Co, FL | Jun-93 | 14 | 14 | 46.65 | - | 11.30 | - | 529.4 | Sarasota County |

Total Size 742.1

Average Trip Length: 6.46
Weighted Average Trip Length: 6.16
Weighted Percent New Trip Average: 92.3

Weighted Average Trip Generation Rate: N/A
ITE Average Trip Generation Rate: N/A

## Medical-Dental Office Building (ITE LUC 720)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Medical Office | 28.0 | Hernando Co., FL | May-96 | 202 | 189 | 49.75 | 9a-6p | 6.06 | 93.8 | 282.6 | Tindale-Oliver & Associates |
| Medical Office | 58.4 | Hernando Co., FL | May-96 | 390 | 349 | 28.52 | 9a-6p | 6.47 | 89.5 | 165.1 | Tindale-Oliver & Associates |
| Medical Office | - | St. Petersburg, FL | Nov-89 | 34 | 30 | 57.20 | 9a-4p | 1.20 | 88.0 | - | Tindale-Oliver & Associates |
| Medical Office | 14.6 | Palm Harbor, FL | Oct-89 | 104 | 76 | 33.98 | 9a-5p | 6.30 | 73.0 | 156.3 | Tindale-Oliver & Associates |
| Medical Office | - | Tampa, FL | Mar-86 | 33 | 26 | - | - | 6.00 | 79.0 | - | Kimley-Horn & Associates |
| Medical Office | 15.1 | Volusia, FL | Sep-97 | 53 | | 38.30 | | 5.70 | 75.0 | 163.7 | Tindale-Oliver & Associates |
| Medical Office | 74.0 | Volusia, FL | Sep-97 | 48 | | 8.70 | | 3.90 | 79.0 | 26.8 | Tindale-Oliver & Associates |
| Medical Office | 30.4 | Charlotte Co, FL | Oct-97 | | 324 | 39.80 | 9a-5p | 3.30 | 83.5 | 109.7 | Tindale-Oliver & Associates |
| Medical Office | 28.0 | Charlotte Co, FL | Oct-97 | | 186 | 31.00 | 9a-5p | 3.60 | 81.6 | 91.0 | Tindale-Oliver & Associates |
| Medical Office | 11.0 | Charlotte Co, FL | Oct-97 | | 186 | 49.50 | 9a-5p | 4.60 | 92.1 | 209.7 | Tindale-Oliver & Associates |
| Medical Office | 38.9 | Citrus Co, FL | Oct-03 | | 168 | 32.26 | 8-6p | 6.80 | 87.1 | 213.0 | Tindale-Oliver & Associates |
| Medical Office | 10.0 | Citrus Co, FL | Nov-03 | | 340 | 40.56 | 8-630p | 6.20 | 92.4 | 232.3 | Tindale-Oliver & Associates |
| Medical Office | 5.3 | Citrus Co, FL | Dec-03 | | 20 | 29.38 | 8-5p | 5.25 | 95.2 | 146.8 | Tindale-Oliver & Associates |

Total Size 239.6
ITE 450.0
Blend 689.6

Average Trip Length: 5.03
Weighted Average Trip Length: 5.16
Weighted Percent New Trip Average: 86.0

Average Trip Generation Rate[1]: 35.76
ITE Average Trip Generation Rate: 36.13
Blend of ITE & FL Studies - Average Trip Generation Rate[1]: 36.00

(1) The calculation for Average Trip Generation Rate and the Blend calculation excludes the Volusia study due to the inconsistency of the data from one site because there were part-time doctors at the location.

## Tire Store (ITE LUC 848)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tire Store | 8.0 | Volusia, FL | Sep-97 | - | - | 42.1 | - | - | - | - | Tindale-Oliver & Associates |
| Tire Store | 10.0 | Volusia, FL | Sep-97 | 19 | - | 20.2 | - | 2.4 | 68.0 | 33.5 | Tindale-Oliver & Associates |

Total Size 18.0
ITE 64.0
Blend 82.0

Average Trip Length: 2.44
Weighted Average Trip Length: 2.44
Weighted Percent New Trip Average: 68.0

Weighted Average Trip Generation Rate: 29.93
ITE Average Trip Generation Rate: 37.90
Blend of ITE & FL Studies - Average Trip Generation Rate: 36.16

## Supermarket (ITE LUC 850)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Supermarket | 62.0 | Palm Harbor, FL | Aug-89 | 163 | 62 | 106.26 | 9am-4pm | 2.08 | 56.0 | 123.8 | Tindale-Oliver & Associates |

Total Size 62.0
ITE 156.0
218.0

Average Trip Length: 2.08
Weighted Average Trip Length: 2.08

Weighted Percent New Trip Average: 56.0
Weighted Average Trip Generation Rate: 106.26
ITE Average Trip Generation Rate: 102.24
Blend of ITE & FL Studies - Average Trip Generation Rate: 103.38

## Service Station w/Convenience Market (ITE LUC 853)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Service Station w/ Store | 4.4 | Marion County, FL | Jun-91 | 85 | 25 | 486.70 | 48hrs. | 1.06 | 29.4 | 151.7 | Tindale-Oliver & Associates |
| Service Station w/ Store | 1.1 | Marion County, FL | Jun-91 | 77 | 20 | 544.60 | 24hr. | 0.89 | 26.0 | 126.1 | Tindale-Oliver & Associates |
| Service Station w/ Store | 2.1 | Marion County, FL | Jun-91 | 66 | 24 | 997.60 | 24hr. | 1.67 | 36.4 | 606.4 | Tindale-Oliver & Associates |
| Service Station w/ Store | - | Collier County, FL | Aug-91 | 96 | 38 | - | - | 1.19 | 39.6 | - | Tindale-Oliver & Associates |
| Service Station w/ Store | - | Collier County, FL | Aug-91 | 78 | 16 | - | - | 1.06 | 20.5 | - | Tindale-Oliver & Associates |
| Service Station w/ Store | 3.3 | Ellenton, FL | 10/20-22/92 | 124 | 44 | - | 24hr. | 0.86 | 35.3 | - | Tindale-Oliver & Associates |
| Service Station w/ Store | 2.3 | Tampa, FL | 10/13-15/92 | 239 | 74 | - | 24hr. | 1.06 | 31.1 | - | Tindale-Oliver & Associates |
| Service Station w/ Store | 3.8 | Tampa, FL | 11/10-12/92 | 142 | 23 | - | 24hr. | 3.13 | 16.4 | - | Tindale-Oliver & Associates |
| Service Station w/ Store | - | Tampa, FL | Mar-86 | 72 | - | - | - | 2.00 | - | - | Kimley-Horn & Associates |
| Service Station w/ Store | 2.5 | Marion County, FL | Apr-02 | 23 | - | 610.46 | 24hr. | 1.77 | 11.7 | 126.6 | Kimley-Horn & Associates |
| Service Station w/ Store | 2.5 | Marion County, FL | Apr-02 | 87 | - | 719.79 | 24hr. | 1.62 | 32.8 | 322.2 | Kimley-Horn & Associates |
| Service Station w/ Store | 3.0 | Marion County, FL | Apr-02 | 59 | - | 606.02 | 24hr. | 0.83 | 32.6 | 195.0 | Kimley-Horn & Associates |

Total Size 25.1 15.6
ITE 30.0 30.0
Blend 55.1 45.6

Average Trip Length: 1.44
Weighted Average Trip Length: 1.01

Weighted Percent New Trip Average: 28.0
Weighted Average Trip Generation Rate: 639.68
ITE Average Trip Generation Rate: 845.60
Blend of ITE & FL Studies - Average Trip Generation Rate: 775.14

## Pharmacy/Drugstore with Drive-Through Window (ITE LUC 881)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Drugstore | 12.0 | Pasco Co, Fl | Apr-02 | 212 | 90 | 122.16 | | 2.04 | 42.5 | 105.8 | Tindale-Oliver & Associates |
| Drugstore | 15.1 | Pasco Co, Fl | Apr-02 | 1192 | 54 | 97.96 | | 2.13 | 28.1 | 58.7 | Tindale-Oliver & Associates |
| Drugstore | 11.1 | Pasco Co, Fl | Apr-02 | 138 | 38 | 88.97 | | 2.05 | 27.5 | 50.2 | Tindale-Oliver & Associates |

Total Size 38.2
ITE 42.0
80.2

Average Trip Length: 2.07
Weighted Average Trip Length: 2.08

Weighted Percent New Trip Average: 32.5
Average Trip Generation Rate: 103.03
ITE Average Trip Generation Rate: 88.16
Blend of ITE & FL Studies - Average Trip Generation Rate: 95.21

## Furniture Store (ITE LUC 890)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Furniture Store | 16.9 | Tampa, FL | Jul-92 | 68 | 39 | - | - | 7.36 | 55.7 | - | Tindale-Oliver & Associates |
| Furniture Store | 15.0 | Largo, FL | 7/28-30/92 | 64 | 34 | - | - | 4.63 | 52.5 | - | Tindale-Oliver & Associates |

Total Size 31.9

Average Trip Length: 6.01
Weighted Average Trip Length: 6.06

Weighted Percent New Trip Average: 54.2
Average Trip Generation Rate: -
ITE Average Trip Generation Rate: 5.06

## Drive-In Bank (ITE LUC 912)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Bank | 5.4 | Hernando Co., FL | May-96 | 164 | 41 | 364.72 | 9a-6p | 2.77 | 24.7 | 249.5 | Tindale-Oliver & Associates |
| Bank | - | Tampa, FL | Mar-86 | 77 | - | - | - | 2.40 | - | - | Kimley-Horn & Associates |
| Bank | - | Tampa, FL | Mar-86 | 211 | - | - | - | - | 54.0 | - | Kimley-Horn & Associates |
| Bank | 0.4 | Clearwater, FL | Aug-89 | 113 | 52 | - | 9am-6pm | 5.20 | 46.0 | - | Tindale-Oliver & Associates |
| Bank | 2.0 | Largo, FL | Sep-89 | 129 | 94 | 192.50 | - | 1.60 | 73.0 | 224.8 | Tindale-Oliver & Associates |
| Bank | 4.5 | Seminole, FL | 10/89 | - | - | 201.78 | - | - | - | - | Tindale-Oliver & Associates |
| Bank | 2.3 | Marion County, FL | Jun-91 | 69 | 29 | 680.00 | 24hr. | 1.33 | 42.0 | 379.8 | Tindale-Oliver & Associates |
| Bank | 2.5 | Marion County, FL | Jul-91 | 57 | 26 | 386.00 | 48hrs. | 2.70 | 45.6 | 475.2 | Tindale-Oliver & Associates |
| Bank | - | Collier County, FL | Aug-91 | 162 | 96 | - | 24hr. | 0.88 | 59.3 | - | Tindale-Oliver & Associates |
| Bank | - | Collier County, FL | Aug-91 | 116 | 54 | - | - | 1.58 | 46.6 | - | Tindale-Oliver & Associates |
| Bank | - | Collier County, FL | Aug-91 | 142 | 68 | - | - | 2.08 | 47.9 | - | Tindale-Oliver & Associates |
| Bank | 3.1 | Marion County, FL | Jun-91 | 47 | 32 | 580.80 | 24hr. | 1.75 | 68.1 | 692.2 | Tindale-Oliver & Associates |
| Bank | 2.4 | Marion County, FL | Apr-02 | 70 | - | 642.00 | 24hr. | 3.55 | 54.6 | 1245.3 | Kimley-Horn & Associates |
| Bank | 2.7 | Marion County, FL | May-02 | 50 | - | 246.66 | 24hr. | 2.66 | 40.5 | 265.4 | Kimley-Horn & Associates |

Total Size 25.2
ITE 76.0
101.2

Average Trip Length: 2.38
Weighted Average Trip Length: 2.46

Weighted Percent New Trip Average: 46.2
Weighted Average Trip Generation Rate: 393.10
ITE Average Trip Generation Rate: 246.49
Blend of ITE & FL Studies - Average Trip Generation Rate: 281.55

## Quality Restaurant (ITE LUC 931)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Quality Restaurant | 7.5 | St. Petersburg, FL | Oct-89 | 177 | 154 | - | 1130-2p/530-630 | 3.50 | 87.0 | - | Tindale-Oliver & Associates |
| Quality Restaurant | 8.0 | Clearwater, FL | Oct-89 | 60 | 40 | 110.60 | 10-230/5-830 | 2.80 | 67.0 | 207.5 | Tindale-Oliver & Associates |
| Quality Restaurant | - | Tampa, FL | Mar-86 | 76 | 62 | - | - | 2.10 | 82.0 | - | Kimley-Horn & Associates |

Total Size 15.5 8.0

ITE 135.0 135.0

150.5 143.0

Average Trip Length: 2.80

Weighted Average Trip Length: 3.14

Weighted Percent New Trip Average: 76.7

Weighted Average Trip Generation Rate: 110.63

ITE Average Trip Generation Rate: 89.95

Blend of ITE & FL Studies - Average Trip Generation Rate: 91.10

## High-Turnover Restaurant (ITE LUC 932)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Restaurant | 5.0 | St. Petersburg, FL | Oct-89 | 74 | 68 | 132.60 | 1130-7p | 2.00 | 92.0 | 244.0 | Tindale-Oliver & Associates |
| Restaurant | 5.2 | Kenneth City, FL | Oct-89 | 236 | 176 | 127.88 | 4p-730p | 2.30 | 75.0 | 220.6 | Tindale-Oliver & Associates |
| Restaurant | 6.2 | Hernando Co., FL | May-96 | 242 | 175 | 187.51 | 9a-6p | 2.76 | 72.5 | 375.0 | Tindale-Oliver & Associates |
| Restaurant | 8.2 | Hernando Co., FL | May-96 | 154 | 93 | 102.71 | 9a-6p | 4.15 | 60.2 | 256.4 | Tindale-Oliver & Associates |
| Restaurant | 6.0 | Volusia, FL | Sep-97 | | | 110.02 | | 1.83 | 60.0 | 120.8 | Tindale-Oliver & Associates |
| Restaurant | 6.0 | Volusia, FL | Sep-97 | | | 105.62 | | 3.29 | 64.0 | 222.4 | Tindale-Oliver & Associates |
| Restaurant | 5.6 | Volusia, FL | Sep-97 | | | - | | 3.29 | 79.0 | 0.0 | Tindale-Oliver & Associates |
| Restaurant | 5.6 | Volusia, FL | Sep-97 | | | - | | 1.54 | 79.0 | 0.0 | Tindale-Oliver & Associates |
| Restaurant | 5.9 | Volusia, FL | Sep-97 | | | 98.14 | | - | - | 0.0 | Tindale-Oliver & Associates |
| Restaurant | 5.2 | Pasco Co, Fl | Apr-02 | 114 | 88 | 82.47 | 9a-6p | 3.72 | 77.2 | 236.8 | Tindale-Oliver & Associates |
| Restaurant | 5.8 | Pasco Co, Fl | Apr-02 | 182 | 102 | 116.97 | 9a-6p | 3.49 | 56.0 | 226.8 | Tindale-Oliver & Associates |

Total Size 64.7

ITE 98.0

Blend 151.5

Average Trip Length: 2.84

Weighted Average Trip Length: 2.90

Weighted Percent New Trip Average: 70.5

Weighted Average Trip Generation Rate: 117.98

ITE Average Trip Generation Rate: 127.15

Blend of ITE & FL Studies - Average Trip Generation Rate: 123.91

## Fast Food Restaurant w/Drive Thru (ITE LUC 934)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fast Food w/ Drive Thru | 5.4 | Hernando Co., FL | May-96 | 136 | 82 | 311.83 | 9a-6p | 1.68 | 60.2 | 315.3 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 3.1 | Hernando Co., FL | May-96 | 168 | 82 | 547.34 | 9a-6p | 1.59 | 48.8 | 425.0 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 4.3 | Pinellas Co. | Oct-89 | 456 | 260 | 660.40 | 1 day | 2.30 | 57.0 | 865.8 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 2.2 | Pinellas Co. | Aug-89 | 81 | 48 | 502.80 | 11am-2pm | 1.70 | 59.0 | 504.3 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | - | Tarpon Springs,FL | Oct-89 | 233 | 114 | - | 7am-7pm | 3.60 | 49.0 | - | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 4.0 | Marion County, FL | Jun-91 | 75 | 46 | 625.00 | 48hrs. | 1.54 | 61.3 | 590.0 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 1.8 | Marion County, FL | Jun-91 | 60 | 32 | 962.50 | 48hrs. | 0.91 | 53.3 | 466.8 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | - | Collier County, FL | Aug-91 | 66 | 44 | - | - | 1.91 | 66.7 | - | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | - | Collier County, FL | Aug-91 | 118 | 40 | - | - | 1.17 | 33.9 | - | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | - | Tampa, FL | Mar-86 | 61 | - | - | - | 2.70 | - | - | Kimley-Horn & Associates |
| Fast Food w/ Drive Thru | - | Tampa, FL | Mar-86 | 306 | - | - | - | - | 65.0 | - | Kimley-Horn & Associates |
| Fast Food w/ Drive Thru | 3.2 | Volusia, FL | Sep-97 | 108 | | 497.00 | | 3.30 | 60.0 | 984.1 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 2.6 | Volusia, FL | Sep-97 | | | 488.10 | | 2.50 | 50.0 | 607.6 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 2.9 | Volusia, FL | Sep-97 | 14 | | 466.60 | | 2.60 | 70.0 | 849.2 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 2.2 | Lake Co, FL | Apr-01 | 376 | 252 | 934.30 | | 2.50 | 74.6 | 1742.5 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 3.2 | Lake Co, FL | Apr-01 | 171 | 182 | 654.90 | | 4.10 | 47.8 | 1283.5 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 3.8 | Lake Co, FL | Apr-01 | 188 | 137 | 353.70 | | 3.30 | 70.8 | 826.4 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 3.0 | Pasco Co, Fl | Apr-02 | 486 | 164 | 515.32 | 9a-6p | 2.72 | 33.7 | 472.9 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 4.4 | Pasco Co, Fl | Apr-02 | 168 | 120 | 759.24 | 9a-6p | 1.69 | 71.4 | 1025.0 | Tindale-Oliver & Associates |
| Fast Food w/ Drive Thru | 2.7 | Pasco Co, Fl | Apr-02 | 100 | 46 | 283.12 | 9a-6p | 5.10 | 46.0 | 664.2 | Tindale-Oliver & Associates |

Total Size 46.6

ITE 63.0

111.6

Average Trip Length: 2.48

Weighted Average Trip Length: 2.31

Weighted Percent New Trip Average: 58.3

Weighted Average Trip Generation Rate: 549.98

ITE Average Trip Generation Rate: 496.12

Blend of ITE & FL Studies - Average Trip Generation Rate: 519.58

(1) The calculation for Weighted Average Trip Length excludes the Pasco (TL=5.1) and Lake (TL=4.1) studies because they are outliers.

## Quick Lube (ITE LUC 941)

| General Development | Size (1000 Ft^2/Units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Quick Lube | 4.0 | Volusia, FL | Sep-97 | 10 | - | 45.08 | | 1.97 | 100.0 | - | Tindale-Oliver & Associates |

Total Size 4.0

ITE 2.0

Blend 6.0

Average Trip Length: 1.97

Weighted Average Trip Length: 1.97

Weighted Percent New Trip Average: N/A

Weighted Average Trip Generation Rate: 45.08

ITE Average Trip Generation Rate: 40.00

Blend of ITE & FL Studies - Average Trip Generation Rate: 43.39

## Automobile Repair Shop (ITE LUC 943)

| General Development | Size (1000 Ft^2/units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Auto Repair Shop | 5.2 | Lakeland, FL | Mar-90 | 24 | 14 | - | 9a-4p | 1.36 | 59.0 | - | Tindale-Oliver & Associates |
| Auto Repair Shop | - | Lakeland, FL | Mar-90 | 54 | 42 | - | 9a-4p | 2.44 | 78.0 | - | Tindale-Oliver & Associates |
| Auto Repair Shop | 25.0 | Orange Co, FL | Nov-92 | 41 | 39 | - | 2-6pm | 4.60 | - | - | LCE, Inc. * |
| Auto Repair Shop | 2.3 | Jacksonville, FL | 2/3-4/90 | 124 | 94 | - | 9a-5p | 3.07 | 76.0 | - | Tindale-Oliver & Associates |
| Auto Repair Shop | 2.3 | Jacksonville, FL | 2/3-4/90 | 110 | 74 | - | 9a-5p | 2.96 | 67.0 | - | Tindale-Oliver & Associates |
| Auto Repair Shop | 2.4 | Jacksonville, FL | 2/3-4/90 | 132 | 87 | - | 9a-5p | 2.32 | 66.0 | - | Tindale-Oliver & Associates |
| Auto Repair Shop | 5.5 | Largo, FL | Sep-89 | 34 | 30 | 37.64 | 9a-5p | 2.40 | 88.0 | 79.5 | Tindale-Oliver & Associates |

Total Size 42.6
ITE 60.0
Blend 65.5

**Average Trip Length: 2.74**
**Weighted Average Trip Length: 3.62**

Weighted Percent New Trip Average: 72.2

Weighted Average Trip Generation Rate: 37.64
ITE Average Trip Generation Rate: 33.80
**Blend of ITE & FL Studies - Average Trip Generation Rate: 34.12**

## Gasoline/Fast Food/Convenience Store (ITE LUC - )

| General Development | Size (1000 Ft^2/units) | Location | Date | Total No. Interviews | # Trip Length Interviews | Trip Gen. Rate | Time Period | Trip Length | Percent New Trips | VMT | Source |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Volusia Co., FL | | | | 918.00 | | 2.40 | 33.0 | 727 | Tindale-Oliver & Associates |
| Mobil | 3.0 | Indian River Co., FL | Mar-98 | 107 | 84 | 563.10 | 8a-6p | 2.00 | 39.3 | 443 | Tindale-Oliver & Associates |
| Amoco | 3.1 | Indian River Co., FL | Mar-98 | 132 | 110 | 1396.00 | 8a-6p | 1.80 | 41.7 | 1048 | Tindale-Oliver & Associates |
| Mobil | 2.5 | Indian River Co., FL | Mar-98 | 132 | 52 | 748.30 | 8a-6p | 3.70 | 19.7 | 545 | Tindale-Oliver & Associates |
| Vineyards Mobil | 2.4 | Collier Co., FL | Nov-99 | | 128 | 1399.58 | 8a-6p | 4.10 | 13.3 | 763 | Tindale-Oliver & Associates |
| Curt's Mobil | 3.3 | Collier Co., FL | Nov-99 | | 144 | 862.56 | 8a-6p | 2.20 | 39.6 | 751 | Tindale-Oliver & Associates |

Total Size 14.3

**Average Trip Length: 2.70**
**Weighted Average Trip Length: 2.65**

Weighted Percent New Trip Average: 32.1

Weighted Average Trip Generation Rate: 984.59
ITE Average Trip Generation Rate: N/A

# APPENDIX B
## Cost Component Calculations

## Cost Component Calculations

The information used to compute a typical cost per lane mile and a typical average daily capacity added per lane mile is presented in this Appendix. As noted, the primary source for the city roadway construction project data is the FY 2006-2010 City of Deltona CIP. Table B-1 presents a summary of the construction cost used in the impact fee calculation. It should be noted that design costs are estimated to be 4 percent of construction and Construction Engineering Inspection (CEI) 15 percent of construction based on recent engineer's estimates in Deltona. Since all the improvements in the City will be built within existing ROW, only retention pond costs will be incurred, which are reflected in the ROW cost used in the calculation of the impact fee.

### ROW Cost

*City*

Based on discussions with City staff, it was noted that most of the future roadway improvements will include the addition of center turn lanes to two lane undivided roadways within the existing right-of-way of the City's collector roadway network. As such, the right-of-way acquisition costs included in the calculation of the total cost per lane mile is based on costs associated with land needed to accommodate retention ponds.

**Table B-1**
**City of Deltona FY 2006-2010 Roadway Projects**

| Project Number | CIP Project Number | Description | From | To | Feature | Length | Lanes Added | Total Lane Miles | Initial Capacity(1) | Final Capacity(2) | Added Capacity | VMC Added | Design Cost | Design Cost per Lane Mile | ROW Cost | ROW Cost per Lane Mile | Construction Cost | CEI Cost per Lane Mile | CEI Cost | CEI Cost per Lane Mile | Total Cost | Total Cost per Lane Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 33014 | Normandy Boulevard | Saxon Boulevard (West | Firwood Drive | Add Lanes & Reconstruct- 2 to 4 Lanes | 1.6 | 2 | 3.2 | 14,600 | 31,100 | 16,500 | 26,400 | $287,447 | $89,827 | $900,000 | $156,250 | $9,666,780 | $3,020,869 | $1,450,017 | $453,130 | $11,304,244 | $3,720,076 |
| 2 | 33025 | Fort Smith Boulevard | Primrose Terrace | Rockery Avenue | Add Lanes & Reconstruct- 2 to 3 Lanes | 2.9 | 1 | 2.9 | 11,680 | 17,053 | 5,373 | 15,582 | $341,028 | $117,596 | $451,300 | $155,690 | $12,797,610 | $4,412,969 | $1,919,642 | $661,946 | $15,509,789 | $5,348,200 |
| 3 | 33023 | Fort Smith Boulevard | Providence Boulevard | Primrose Terrace | Add Lanes & Reconstruct- 2 to 3 Lanes | 1.7 | 1 | 1.7 | 11,680 | 17,053 | 5,373 | 9,134 | $135,656 | $79,821 | $49,613 | $29,184 | $4,591,789 | $2,701,052 | $685,618 | $403,658 | $5,311,676 | $3,125,515 |
| 4 | N/A | Elkcam Boulevard | Normandy Boulevard | Fort Smith Boulevard | Add Lanes & Reconstruct- 2 to 3 Lanes | 1.6 | 1 | 1.6 | 11,680 | 17,053 | 5,373 | 8,597 | $368,000 | $230,000 | $315,571 | $197,232 | $4,217,046 | $2,635,654 | $635,357 | $397,223 | $5,536,174 | $3,460,109 |
| 5 | 33022 | Fort Smith Boulevard | Elkcam Boulevard | Providence Boulevard | Add Lanes & Reconstruct- 2 to 3 Lanes | 1.0 | 1 | 1.0 | 11,680 | 17,053 | 5,373 | 5,373 | $139,986 | $139,986 | $0 | $0 | $2,898,764 | $2,898,764 | $434,815 | $434,815 | $3,473,565 | $3,473,565 |
| 6 | 33021 | Fort Smith Boulevard | Rockery Avenue | SR 415 | Add Lanes & Reconstruct- 2 to 3 Lanes | 1.1 | 1 | 1.1 | 11,680 | 17,053 | 5,373 | 5,910 | $167,208 | $152,007 | $127,339 | $115,763 | $3,004,435 | $2,731,305 | $450,665 | $409,695 | $3,749,647 | $3,408,779 |
| | | Total | | | | | | 11.5 | | | | 70,996 | $1,539,325 | $133,854 | $1,844,023 | $160,367 | $36,975,424 | $3,215,254 | $5,546,314 | $482,288 | $45,905,086 | $3,956,963 |
| | | | | | | | | (a) | | | | (b) | (c) | | (d) | | (e) | | (f) | | | |

Source: City of Deltona FY 2006-2010 CIP and estimates provided by the City's engineering firm

(1) Capacity assigned based on City of Deltona Comprehensive Plan, Traffic Circulation Element, Policy 4D Adopted LOS C for Collector Roads. Existing capacity was adjusted by 20 percent based on the roadway being a 2-lane undivided segment with no existing turn lanes.

(2) The future capacity was based on the addition of a left turn lane to the existing 2 lane roadway. Based on SYNCRO traffic analysis with simulation modeling (See Table B-2 below), an adjustment factor of a 46 percent increase in capacity was used.

**Table B-2**
**SYNCHRO Traffic Analysis – Two Way Left Turns**

| Scenario | EBL | EBT | WB | EBL % | Hourly Discharge | | |
|---|---|---|---|---|---|---|---|
| | | | | | 2U | 2 + TWLT | Increase |
| 1 | 85 | 1,700 | 1,700 | 5% | 2,773 | 3,409 | 23% |
| 2 | 170 | 1,700 | 1,700 | 10% | 2,508 | 3,429 | 37% |
| 3 | 187 | 1,700 | 1,700 | 11% | 2,332 | 3,407 | 46% |
| 4 | 204 | 1,700 | 1,700 | 12% | 2,383 | 3,447 | 45% |
| 5 | 221 | 1,700 | 1,700 | 13% | 2,356 | 3,359 | 43% |
| 6 | 340 | 1,700 | 1,700 | 20% | 2,208 | 2,832 | 28% |

(1) Source: SIMM Traffic Output for Two-Way Left Turns. It should be noted that Scenario 3 represents the maximum increase in capacity for a two lane undivided roadway being improved to a three lane divided roadway.

# APPENDIX C
## Credit Component Calculations

## The Value of a Penny in Deltona

Currently, the City of Deltona collects a portion of the following county-wide gas tax revenues based on a distribution formula. These revenues are used to finance the City's roadway program. Listed below are a few pertinent characteristics of each funding source along with the projected use of these funds towards capacity expansion projects in the next five years.

**1. 1st Local Option Tax (6¢/gallon)**

- Tax applies to every net gallon of motor and diesel fuel sold within Volusia County.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, all 6 cents are automatically levied on diesel fuel in every county, regardless of whether a county is levying the tax on motor fuel at all or at the maximum rate.
- The City of Deltona receives 9.43 percent of the proceeds based on an Interlocal Agreement with Volusia County.
- The City of Deltona has indicated that they intend to spend approximately $1.9 million of the annual proceeds from the 1st and 2nd local option gas taxes to retire debt for capacity expansion projects.

**2. 2nd Local Option Tax (5¢/gallon)**

- Tax applies to every net gallon of motor fuel sold within a county.
- Proceeds may be used to fund transportation expenditures needed to meet the requirements of the capital improvements element of an adopted local government comprehensive plan.
- Proceeds are distributed to a county and its municipalities according to distribution factors determined at the local level by interlocal agreement.
- The City of Deltona receives 9.43 percent of the proceeds based on an Interlocal Agreement with Volusia County.
- The City of Deltona has indicated that they intend to spend approximately $1.9 million of the annual proceeds from the 1st and 2nd local option gas taxes to retire debt for capacity expansion projects.

Each year, the Florida Legislative Committee on Intergovernmental Relations (LCIR) produces a document, the *Local Government Financial Information Handbook*, which details the estimated local government revenues for the upcoming fiscal year. Included in this document are the estimated distributions of the various fuel tax revenues for each county in the state. Included in this Appendix is Table E-1, which utilizes information

from the LCIR for the preliminary 2006-07 fiscal year. In the table, the fuel tax revenue data are utilized to calculate the value per penny (per gallon of fuel) that should be used to estimate the "equivalent pennies" of other revenue sources, and the number of pennies that should be applied to the credit variable in the impact fee calculation. In addition to the 1st and 2nd local option gas taxes, the county collects the ninth-cent, county, and constitutional gas taxes that are used in the calculation of the weighted average value per penny.

Tables C-1 shows the distribution per penny for each of the fuel levies, then, a weighted average for the value of a penny of fuel tax was calculated. A weighting procedure was used to calculate the mean to account for the varying levies per gallon of fuel. The weighted average figure of approximately $2.28 million is used in the value per penny calculations.

**Table C-1**
**Estimated Fuel Tax Distributions Allocated to Capital Program for Volusia County & Municipalities, FY 2006-07**

| Tax | Amount of Levy per Gallon | Total Distribution | Distribution Per Penny |
|---|---|---|---|
| Constitutional Fuel Tax | $0.02 | $5,101,023 | $2,550,512 |
| County Fuel Tax | $0.01 | $2,308,760 | $2,308,760 |
| 1st Local Option Tax (1-6 cents) - incl. municipalities' shares | $0.06 | $14,086,133 | $2,347,689 |
| 2nd Local Option Tax (1-5 cents) - incl. municipalities' shares | $0.05 | $10,239,669 | $2,047,934 |
| Ninth-Cent Fuel Tax | $0.01 | $2,485,263 | $2,485,263 |
| Source: Florida Legislative Committee on Intergovernmental Relations, http://fcn.state.fl.us/lcir/estimates/logovest06.html | | | |
| | | Weighted Average | **$2,281,390** |
| | | Average | $2,348,032 |

## Gas Tax Credit

### Debt Service

Any outstanding bond issues related to capacity expansion projects will result in a credit to the impact fee. There is currently one debt service being re-paid on existing bonds (2006 Transportation Capital Improvement Revenue Bond) that financed capacity expansion projects. The City is using 1st and 2nd Option Local gas tax revenues to retire this bond with annual payments of approximately $1.5 million. As shown in Table C-2 a credit of 0.64 pennies is given for this debt service. The City in also anticipating issuing a 2009 Transportation Capital Improvement Revenue Bond that will be used to finance capacity expansion projects. As with the 2006 bond, the 2009 bond will be repaid with gas tax revenues. The bond will be re-paid annually at approximately $483,000 a year. As shown in Table C-2 a credit of 0.21 pennies is given for the future debt service. Table C-3 presents the City of Deltona five-year CIP that was used in calculating the debt service credit. In summary, a total of 0.85 pennies of equivalent gas tax is being given for City revenues dedicated to capacity expansion projects.

**Table C-2**
**Equivalent Penny Calculation for Debt Service**

| Allocation | Revenue Applied to Capital Program | Number of Years | Revenue from 1 penny | Annual Revenue | Equivalent Pennies |
|---|---|---|---|---|---|
| 2006 Transportation Capital Improvement Revenue Bonds(1) | $7,285,258 | 5 | $2,281,390 | $1,457,052 | $0.0064 |
| 2009 Transportation Capital Improvement Revenue Bonds(2) | $2,415,000 | 5 | $2,281,390 | $483,000 | $0.0021 |
| **Total** | $9,700,258 | 5 | $2,281,390 | $1,940,052 | $0.0085 |

(1) Source: City of Deltona Finance Department. Table C-3, Item (a)
(2) Source: City of Deltona Finance Department. Based on the discussion with City staff, this bond issue is anticipated for 2009 to finance Phase I-B of the road construction plan. Table C-3, Item (b)

**Table C-3**
**City of Deltona Five-Year Roadway Capital Improvement Program**

| Revenue/Expenditure | FY 06/07 | FY 07/08 | FY 08/09 | FY 09/10 | FY 10/11 | Total | |
|---|---|---|---|---|---|---|---|
| Revenues: | | | | | | | |
| 5 Cent Tax (assumes 3% annual increase) | $965,000 | $994,000 | $1,024,000 | $1,055,000 | $1,087,000 | $5,125,000 | |
| 6 Cent Tax (assumes 3% annual increase) | $1,328,000 | $1,368,000 | $1,409,000 | $1,451,000 | $1,495,000 | $7,051,000 | |
| Impact Fees | $826,000 | $1,350,000 | $1,425,000 | $1,500,000 | $1,650,000 | $6,751,000 | |
| **Other Funding (Bond)** | $0 | $0 | $10,000,000 | $0 | $0 | $10,000,000 | |
| Other Funding (Grants) | $0 | $0 | $0 | $0 | $0 | $0 | |
| Interest | $766,000 | $187,000 | $49,000 | $92,000 | $99,000 | $1,193,000 | |
| **Total Revenue** | $3,885,000 | $3,899,000 | $13,907,000 | $4,098,000 | $4,331,000 | $30,120,000 | |
| | $928,024 | $943,731 | $146,687 | $333,675 | $567,625 | $2,919,742 | |
| Expenditures: | | | | | | | |
| Road Construction Phase I-A (Bond Financing/Gl | $16,739,852 | $3,703,818 | $200,000 | $0 | $0 | $20,643,670 | |
| Road Construction Phase I-B (Balance of Phase I) | $0 | $5,622,531 | $7,288,679 | $0 | $0 | $12,911,210 | |
| Total CIP Expenditures | $16,739,852 | $9,326,349 | $7,488,679 | $0 | $0 | $33,554,880 | |
| Road Resurfacing | $1,500,000 | $1,500,000 | $1,500,000 | $1,500,000 | $1,500,000 | $7,500,000 | |
| Debt Service | $1,456,976 | $1,455,269 | $1,455,313 | $1,459,325 | $1,458,375 | $7,285,258 | (a) |
| **Debt Service (Estimated)** | $0 | $0 | $805,000 | $805,000 | $805,000 | $2,415,000 | (b) |
| Admin | $239,000 | $247,000 | $256,000 | $265,000 | $274,000 | $1,281,000 | |
| Total Expenditures | $19,935,828 | $12,528,618 | $11,504,992 | $4,029,325 | $4,037,375 | $52,036,138 | |
| Transfers From (To) General Fund | $0 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | $0 | |
| Excess (Deficit) of Revenues Over Expenditures | -$16,050,828 | -$8,629,618 | $2,402,008 | $68,675 | $293,625 | -$21,916,138 | |
| | | | | | | $0 | |
| Beginning Fund Balance | $24,773,013 | $8,722,185 | $92,567 | $2,494,575 | $2,563,250 | $24,773,013 | |
| | | | | | | $0 | |
| Ending Fund Balance | $8,722,185 | $92,567 | $2,494,575 | $2,563,250 | $2,856,875 | $2,856,875 | |

Source: City of Deltona Finance Department

## Table C-4
## Average Motor Vehicle Fuel Efficiency – Excluding Interstate Travel

| Travel | | | |
|---|---|---|---|
| | Vehicle Miles of Travel (VMT) @ | | |
| | 19.7 | 6.7 | |
| Other Arterial Rural | 356,437,241,650 | 40,123,037,750 | 396,560,279,400 |
| Other Rural | 348,080,891,010 | 28,852,429,199 | 376,933,320,209 |
| Other Urban | 1,414,612,160,557 | 62,088,922,445 | 1,476,701,083,001 |
| Total | *2,119,130,293,217* | *131,064,389,393* | *2,250,194,682,610* |

| Percent VMT | |
|---|---|
| @ 19.6 mpg | @ 6.7 mpg |
| 90% | 10% |
| 92% | 8% |
| 96% | 4% |
| *94%* | *6%* |

| Fuel Consumed | | | |
|---|---|---|---|
| | Gallons @ 19.7 mpg | Gallons @ 6.7 mpg | |
| Other Arterial Rural | 18,093,260,997 | 5,988,513,097 | 24,081,774,094 |
| Other Rural | 17,669,080,762 | 4,306,332,716 | 21,975,413,478 |
| Other Urban | 71,807,723,886 | 9,267,003,350 | 81,074,727,236 |
| Total | *107,570,065,645* | *19,561,849,163* | *127,131,914,808* |

| Total Mileage and Fuel | |
|---|---|
| 2,250,195 | miles (millions) |
| 127,132 | gallons (millions) |
| 17.70 | mpg |

Source: U.S. Department of Transportation, Federal Highway Administration, *Highway Statistics 2005*, Section V, Table VM-1 - Annual Vehicle Distance Traveled in Miles and Related Data - 2005 by Highway Category and Vehicle Type

# Table C-5
## Annual Vehicle Distance Traveled In Miles and Related Data- By Highway Category and Vehicle Type [1]

| YEAR | ITEM | PASSENGER CARS | MOTOR-CYCLES | BUSES | OTHER 2-AXLE 4-TIRE VEHICLES 2/ | SINGLE-UNIT 2-AXLE 6-TIRE OR MORE TRUCKS 3/ | COMBINATION TRUCKS | SUBTOTALS: PASSENGER CARS AND OTHER 2-AXLE 4-TIRE VEHICLES | SUBTOTALS: SINGLE-UNIT 2-AXLE 6-TIRE OR MORE AND COMBINATION TRUCKS | ALL MOTOR VEHICLES |
|---|---|---|---|---|---|---|---|---|---|---|
| | Motor-Vehicle Travel: (millions of vehicle-miles) | | | | | | | | | |
| 2005 | Interstate Rural | 122,470 | 1,433 | 971 | 82,208 | 7,758 | 43,950 | 204,679 | 51,708 | 258,790 |
| 2004 | | 129,415 | 1,354 | 999 | 83,181 | 7,713 | 43,583 | 212,596 | 51,296 | 266,245 |
| 2005 | Other Arterial Rural | 208,127 | 1,411 | 961 | 148,310 | 14,102 | 26,021 | 356,437 | 40,123 | 398,932 |
| 2004 | | 217,495 | 1,435 | 992 | 148,802 | 14,276 | 26,414 | 366,297 | 40,690 | 409,413 |
| 2005 | Other Rural | 208,472 | 1,624 | 1,658 | 139,609 | 14,716 | 14,136 | 348,081 | 28,852 | 380,215 |
| 2004 | | 217,599 | 1,593 | 1,700 | 142,532 | 15,028 | 14,316 | 360,131 | 29,344 | 392,768 |
| 2005 | All Rural | 539,070 | 4,467 | 3,589 | 370,127 | 36,577 | 84,107 | 909,197 | 120,683 | 1,037,937 |
| 2004 | | 564,509 | 4,381 | 3,691 | 374,515 | 37,017 | 84,313 | 939,024 | 121,330 | 1,068,426 |
| 2005 | Interstate Urban | 259,602 | 2,296 | 964 | 166,144 | 10,492 | 29,572 | 425,746 | 40,063 | 469,070 |
| 2004 | | 258,666 | 2,089 | 986 | 155,714 | 9,729 | 28,355 | 414,379 | 38,083 | 455,538 |
| 2005 | Other Urban | 891,293 | 4,006 | 2,093 | 523,319 | 32,105 | 29,984 | 1,414,612 | 62,089 | 1,482,800 |
| 2004 | | 876,715 | 3,652 | 2,124 | 496,935 | 31,696 | 29,702 | 1,373,651 | 61,398 | 1,440,824 |
| 2005 | All Urban | 1,150,895 | 6,302 | 3,057 | 689,463 | 42,597 | 59,556 | 1,840,359 | 102,152 | 1,951,870 |
| 2004 | | 1,135,381 | 5,741 | 3,110 | 652,649 | 41,424 | 58,056 | 1,788,030 | 99,481 | 1,896,362 |
| 2005 | Total Rural and Urban | 1,689,965 | 10,770 | 6,646 | 1,059,590 | 79,174 | 143,662 | 2,749,555 | 222,836 | 2,989,807 |
| 2004 | | 1,699,890 | 10,122 | 6,801 | 1,027,164 | 78,441 | 142,370 | 2,727,054 | 220,811 | 2,964,788 |
| 2005 | Number of motor vehicles | 136,568,083 | 6,227,146 | 807,053 | 95,336,839 | 6,395,240 | 2,086,759 | 231,904,922 | 8,481,999 | 247,421,120 |
| 2004 | registered 4/ | 136,430,651 | 5,767,934 | 795,274 | 91,845,327 | 6,161,028 | 2,010,335 | 228,275,978 | 8,171,364 | 243,010,550 |
| 2005 | Average miles traveled | 12,375 | 1,729 | 8,235 | 11,114 | 12,380 | 68,845 | 11,856 | 26,272 | 12,084 |
| 2004 | per vehicle | 12,460 | 1,755 | 8,552 | 11,184 | 12,732 | 70,819 | 11,946 | 27,023 | 12,200 |
| 2005 | Person-miles of travel 5/ | 2,670,145 | 13,677 | 140,910 | 1,836,988 | 79,174 | 143,662 | 4,507,133 | 222,836 | 4,884,557 |
| 2004 | (millions) | 2,685,827 | 12,855 | 144,188 | 1,780,771 | 78,441 | 142,370 | 4,466,598 | 220,811 | 4,844,452 |
| 2005 | Fuel consumed 6/ | 73,870,371 | 215,393 | 1,329,254 | 65,419,170 | 9,042,283 | 24,410,512 | 139,289,541 | 33,452,796 | 174,286,984 |
| 2004 | (thousand gallons) | 75,401,891 | 202,447 | 1,360,178 | 63,417,148 | 8,958,622 | 24,190,904 | 138,819,039 | 33,149,526 | 173,531,190 |
| 2005 | Average fuel consumption per | 541 | 35 | 1,647 | 686 | 1,414 | 11,698 | 601 | 3,944 | 704 |
| 2004 | vehicle (gallons) 6/ | 553 | 35 | 1,710 | 690 | 1,454 | 12,033 | 608 | 4,057 | 714 |
| 2005 | Average miles traveled per | 22.9 | 50.0 | 5.0 | 16.2 | 8.8 | 5.9 | 19.7 | 6.7 | 17.2 |
| 2004 | gallon of fuel consumed 6/ | 22.5 | 50.0 | 5.0 | 16.2 | 8.8 | 5.9 | 19.6 | 6.7 | 17.1 |

1/ The 50 states and the District of Columbia report travel by highway category, number of motor vehicles registered, and total fuel consumed. The travel and fuel data by vehicle type and stratification of trucks are estimated by the Federal Highway Administration (FHWA). Entries for 2004 may have been revised based on the availability of more current data. Estimation procedures include use of State-supplied data, the 2002 Census of Transportation Vehicle Inventory and Use Survey (VIUS), and other sources. Some States may still be using 1990 Census-based urbanized area boundaries which may in turn affect highway data by category.

2/ Other 2-Axle 4-Tire Vehicles which are not passenger cars. These include vans, pickup trucks, and sport/utility vehicles.

3/ Single-Unit 2-Axle 6-Tire or More Trucks on a single frame with at least two axles and six tires.

4/ Truck registration figures are from tables MV-1 and MV-9 with truck distribution estimated by the FHWA using the 2002 VIUS.

5/ Vehicle occupancy is estimated by the FHWA from the 2001 National Household Travel Survey (NHTS) with nominal values for heavy trucks.

6/ Total fuel consumption figures are from tables MF-21 and MF-27. Distribution by vehicle type is estimated by the FHWA based on miles per gallon for both diesel and gasoline powered vehicles using State-supplied data, the 2002 VIUS, and other sources with nominal values for motorcycles and buses (revised).

# APPENDIX D
## Transportation Impact Fee Tiering Methodology
## (Single Family Detached Land Use)

TOA has included an option for the tiering of the assessed impact fee for the Residential Single Family (Detached) land use to ensure equity by size of home. To facilitate this, an analysis was completed on the comparative relationship between housing unit size and household travel behavior. This analysis utilized national data from the 2001 National Household Travel Survey (NHTS) and the 2005 American Housing Survey (AHS) to examine this relationship.

Table D-1 presents the trip characteristics for the Residential Single Family (Detached) land use category that resulted from the review of ITE's *Trip Generation 7th Edition* and the Florida Studies Database, and that are being utilized in the proposed impact fee schedule presented in Appendix E. To calculate a tiered fee option for this particular land use, the 2005 AHS database was consulted first to examine the distribution of housing units in the United States by size in terms of square footage. This review helped develop three potential tiers for the Single Family (Detached) category based on ranges of housing unit size: less than 1,500 sf, 1,500 to 2,499 sf, and 2,500 sf or more. The AHS database then was used to estimate median annual household incomes for the three tiers using a comparison of median annual family/household incomes with housing unit size. The results of this analysis are presented in Table D-2. As shown in the table, the median income in the U.S. for families/households living in housing units smaller than 1,500 square feet in size ($34,579) is significantly lower than even the overall median income for the U.S. ($49,702).

The next step involved the use of the NHTS database to assess average annual household vehicle miles of travel (VMT) for the annual household income levels that were identified for the three tiers using the AHS data. For example, as shown in Table D-2, households in the less-than-1,500-sf tier have a median annual household income of approximately $34,579. Therefore, the NHTS data were used to estimate the annual VMT per household for those households with a median annual income of $34,579. This analysis resulted in an annual VMT per household of 20,976 miles, which translates to a daily VMT of 57.47 miles. The NHTS-specific analysis is documented in Table D-3 for all three tiers.

The final step in the tier development process is to calculate corresponding trip rates for the three Single Family (Detached) tiers for use in the proposed fee schedule. This is accomplished through the use of comparative ratios. As shown in Table D-3, the average daily household VMT for the $34,579 median income level is 57.47 miles. The comparison of this figure to the overall average daily VMT in the U.S. (69.30 miles) results in a ratio of 0.829. Since the currently proposed Single Family (Detached) category is considered to represent the 1,500-to-2,499-square foot range of the three housing-unit-size-based tiers, this calculated ratio for the

$34,579 median income level must be normalized to the ratio for the $57,167 median income level (i.e., 1.128). This results in a normalized ratio of 0.735.

This ratio is then applied to the daily VMT of 46.99 miles for the currently proposed Single Family (Detached) category (again, which represents the mean, or middle range, of the three housing-unit-size-based tiers) to generate a daily VMT of 34.54 for the new less-than-1,500-square feet category, as shown in Table D-4. This daily VMT figure is then divided by the assessable trip length of 6.24 miles to obtain a typical trip rate of 5.54 trips per day.[2]

Table D-5 illustrates the impact that the incorporation of these new tiers for the Single Family (Detached) land use has on the City's proposed impact fee schedule. As shown in the table, the net impact fee for a housing unit of less than 1,500 square feet is $761. From this tier, the net impact fee increases as housing unit size goes up, with the 2,500-square feet-or-larger housing units having a proposed net impact fee of $1,179.

[2] Assessable trip length is estimated to remain constant at 6.24 miles since the NHTS data show that average trip length characteristics are relatively uniform across the annual household income levels; only average daily trip rates are significantly different.

**Table D-1**

| Proposed Values Excluding Tiering | Trip Rate | Assessable Trip Length | Daily VMT | Ratio to Mean |
|---|---|---|---|---|
| Single Family (Detached) | 7.53 | 6.24 | 46.99 | 1.00 |

Source: Proposed Deltona Impact Fee Schedule.

**Table D-2**

| 2005 AHS Median Income Data by Housing Unit Size (US) | Annual Income |
|---|---|
| Less than 1,500 sf | $34,579 |
| 1,500 to 2,499 sf | $57,167 |
| 2,500 sf or more | $80,889 |
| Total | $49,702 |

Source: *American Housing Survey for the United States in 2005*, U.S. Census Bureau, Table 2-18.

**Table D-3**

| 2001 NHTS Travel Data by Annual HH Income (US) | Annual VMT/HH | Days | Daily VMT | Ratio to Mean | Normalized to 1.128 |
|---|---|---|---|---|---|
| Median of $34,579 | 20,976 | 365 | 57.47 | 0.829 | 0.735 |
| Mean ---> Total | 25,294 | 365 | 69.30 | 1.000 | |
| Median of $57,167 | 28,541 | 365 | 78.19 | 1.128 | 1.000 |
| Median of $80,889 | 32,285 | 365 | 88.45 | 1.276 | 1.131 |

Source: 2001 National Household Travel Survey Database, Federal Highway Administration.

**Table D-4**

| Estimation of Trip Rate By Tier | Trip Rate | Assessable Trip Length | Daily VMT | Ratio to Mean |
|---|---|---|---|---|
| Single Family (Detached) | | | | |
| Less than 1,500 sf | 5.54 | 6.24 | 34.54 | 0.735 |
| Mean ---> 1,500 to 2,499 sf | 7.53 | 6.24 | 46.99 | 1.000 |
| 2,500 sf or larger | 8.52 | 6.24 | 53.15 | 1.131 |

**Table D-5**

| Impact of Tiering on Fee Schedule | Trip Rate | Assessable Trip Length | Daily VMT | Net Fee |
|---|---|---|---|---|
| Single Family (Detached) | | | | |
| Less than 1,500 sf | 5.54 | 6.24 | 34.54 | $761 |
| Mean ---> 1,500 to 2,499 sf | 7.53 | 6.24 | 46.99 | $1,044 |
| 2,500 sf or larger | 8.52 | 6.24 | 53.15 | $1,179 |

# APPENDIX E

## Proposed City of Deltona Transportation Impact Fee Schedule

## Table E-1
## Proposed Deltona Transportation Impact Fee Schedule

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Gasoline Tax | | | | Unit Construction Cost | $4,264,579 | Interstate Trip Length Adjustment Factor | 31% |
| $$ per gallon to capital | $0.1285 | City Gas Equiv. | $0.0085 | Capacity per lane | 7,963 | Local Collector Adjustment Factor | 13% |
| Facility life (years) | 25 | County Gas Equiv. | $0.0170 | Fuel Efficiency | 17.70 | Cost per VMC | $535.41 |
| Interest rate | 5.0% | State Gas Equiv. | $0.1030 | Effective days per year | 365 | | |

| ITE LUC | Land Use | Unit | Recommended Trip Rate | Trip Rate Source | Assessable Trip Length | Adjusted Trip Length | Total Trip Length | Trip Length Source | Recommended % New Trips | % New Trips Source | Total Impact Cost | Annual Gas Tax | Gas Tax Credit | Net Impact Fee | Current Fee | Fee Schedule Below | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RESIDENTIAL: | | | | | | | | | | | | | | | | |
| 210 | Single Family (Detached) | | | | | | | | | | | | | | | | |
| | 0 to 1,500 s.f. | du | 5.54 | FL Studies (NHTS,AHS, Census) | 6.24 | 4.31 | 4.81 | FL Studies w/Volusia | 100% | N/A | $831 | $5 | $70 | $761 | $502 | SF Fee now tiered | 51% |
| | 1,501 to 2,499 s.f. | du | 7.53 | FL Studies (NHTS,AHS, Census) | 6.24 | 4.31 | 4.81 | FL Studies w/Volusia | 100% | N/A | $1,129 | $6 | $85 | $1,044 | $502 | SF Fee now tiered | 108% |
| | 2,500 s.f. and greater | du | 8.52 | FL Studies (NHTS,AHS, Census) | 6.24 | 4.31 | 4.81 | FL Studies w/Volusia | 100% | N/A | $1,278 | $7 | $99 | $1,179 | $502 | SF Fee now tiered | 135% |
| 220 | Apartment | du | 6.30 | Blend of ITE 7th & FL Studies. | 5.58 | 3.85 | 4.35 | FL Studies | 100% | N/A | $844 | $5 | $70 | $774 | $489 | N/A | 58% |
| 240 | Mobile Home Park | du | 4.63 | Blend of ITE 7th & FL Studies w/Volusia | 4.29 | 2.96 | 3.46 | FL Studies w/Volusia | 100% | N/A | $477 | $3 | $42 | $435 | $177 | N/A | 145% |
| 620 | Nursing Home | bed | 2.48 | Blend of ITE 7th & FL Studies. | 2.59 | 1.79 | 2.29 | FL Studies | 89% | FL Studies | $137 | $1 | $14 | $123 | $52 | N/A | 137% |
| 230 | Residential Condominium/Townhouse | du | 5.81 | Blend of ITE 7th & FL Studies. | 6.24 | 4.31 | 4.81 | Same as LUC 210 | 100% | N/A | $871 | $5 | $70 | $801 | $256 | N/A | 212% |
| 310 | Hotel | room | 8.30 | Blend of ITE 7th & FL Studies w/Volusia | 6.14 | 4.24 | 4.74 | FL Studies w/Volusia | 66% | FL Studies | $858 | $4 | $56 | $752 | $293 | N/A | 157% |
| 320 | Motel | room | 5.63 | FL Studies | 4.34 | 2.99 | 3.49 | Local Volusia Study | 77% | FL Studies | $451 | $3 | $42 | $409 | $159 | N/A | 157% |
| | RECREATION: | | | | | | | | | | | | | | | | |
| 460 | Arena (Major Sports Facility) | Acres | 33.33 | ITE 7th Edition | 5.09 | 3.51 | 4.01 | 2003 Volusia Study - N/C | 90% | FL Schedules | $3,664 | $21 | $296 | $3,368 | $106 | Land unit change from parking space | 3085% |
| 411 | City Park (Local Park) | Acres | 1.59 | ITE 7th Edition | 3.00 | 2.07 | 2.57 | 2003 Volusia Study - N/C | 90% | FL Schedules | $103 | $1 | $14 | $89 | $80 | Land unit change from parking space | 12% |
| 412 | County Park (District Park) | Acres | 2.28 | ITE 7th Edition | 5.11 | 3.53 | 4.03 | 2003 Volusia Study - N/C | 90% | FL Schedules | $252 | $1 | $14 | $238 | $119 | Land unit change from parking space | 101% |
| | MISCELLANEOUS: | | | | | | | | | | | | | | | | |
| 560 | Church | 1,000 sf | 9.11 | ITE 7th Edition | 3.50 | 2.69 | 3.19 | 2003 Volusia Study - N/C | 50% | FL Schedules | $768 | $5 | $70 | $698 | $270 | Land unit change from sf to 1,000 sf. | 159% |
| 565 | Day Care | 1,000 sf | 75.07 | Blend of ITE 7th & FL Studies. | 2.03 | 1.40 | 1.90 | FL Studies | 73% | FL Studies | $2,670 | $18 | $254 | $2,416 | $1,000 | Land unit change from sf to 1,000 sf. | 142% |
| 444 | Movie Theaters | screen | 96.39 | Blend of ITE 7th & FL Studies w/Volusia | 2.74 | 1.89 | 2.39 | FL Studies w/Volusia | 80% | FL Studies w/Volusia | $5,072 | $32 | $451 | $4,621 | $2,130 | N/A | 117% |

**Table E-1 (continued)**
**Proposed Deltona Transportation Impact Fee Schedule**

| ITE LUC | Land Use | Unit | Recommended Trip Rate | Trip Rate Source | Assessable Trip Length | Adjusted Trip Length [N] | Total Trip Length | Trip Length Source | Recommended % New Trips | % New Trips Source | Total Impact Cost | Annual Cost Tax | Gas Tax Credit | Net Impact Fee | Current Fee | Fee Increase Ratio | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | OFFICE AND FINANCIAL: | | | | | | | | | | | | | | | | |
| 710 | 50,000 sf or less[R] | 1,000 sf | 15.65 | ITE 7th equation | 5.15 | 3.55 | 4.05 | FL Studies | 92% | FL Studies | $1,779 | $10 | $141 | $1,638 | $520 | Land unit change from sf to 1,000 sf. | 215% |
| 710 | 50,001-100,000 sf[R] | 1,000 sf | 14.25 | ITE 7th equation | 5.15 | 3.55 | 4.05 | FL Studies | 92% | FL Studies | $1,620 | $9 | $127 | $1,493 | $520 | Land unit change from sf to 1,000 sf. | 187% |
| 710 | 100,001-200,000 sf[R] | 1,000 sf | 12.15 | ITE 7th equation | 5.15 | 3.55 | 4.05 | FL Studies | 92% | FL Studies | $1,381 | $8 | $113 | $1,268 | $520 | Land unit change from sf to 1,000 sf. | 144% |
| 710 | 200,001-400,000 sf[R] | 1,000 sf | 10.36 | ITE 7th equation | 5.15 | 3.55 | 4.05 | FL Studies | 92% | FL Studies | $1,178 | $7 | $99 | $1,079 | $520 | Land unit change from sf to 1,000 sf. | 108% |
| 710 | greater than 400,000 sf[R] | 1,000 sf | 8.83 | ITE 7th equation | 5.15 | 3.55 | 4.05 | FL Studies | 92% | FL Studies | $1,004 | $6 | $85 | $919 | $520 | Land unit change from sf to 1,000 sf. | 77% |
| 610 | Hospital | 1,000 sf | 17.57 | ITE 7th Edition | 5.19 | 3.52 | 4.02 | 2003 Volusia Study - N/C | 77% | Pinellas County | $1,657 | $9 | $127 | $1,530 | $570 | Land unit change from sf to 1,000 sf. | 168% |
| 714 | Corporate Headquarters Building | 1,000 sf | 7.98 | ITE 7th Edition | 5.15 | 3.55 | 4.05 | Same as LUC 710 | 93% | 2003 Volusia Study - N/C | $917 | $5 | $70 | $847 | $330 | Land unit change from sf to 1,000 sf. | 157% |
| 720 | Medical Office | 1,000 sf | 36.00 | Blend of ITE 7th & FL Studies w/Volusia | 5.15 | 3.55 | 4.05 | FL Studies w/Volusia | 86% | FL Studies w/Volusia | $3,825 | $22 | $310 | $3,515 | $1,260 | Land unit change from sf to 1,000 sf. | 179% |
| 912 | Bank/Savings Drive-in | 1,000 sf | 281.56 | Blend of ITE 7th & FL Studies. | 2.46 | 1.70 | 2.20 | FL Studies | 46% | FL Studies | $7,696 | $49 | $691 | $7,005 | $2,480 | Land unit change from sf to 1,000 sf. | 182% |
| 911 | Bank w/no Drive-thru | 1,000 sf | 156.48 | ITE 7th Edition | 2.46 | 1.70 | 2.20 | Same as LUC 912 | 46% | Same as LUC 912 | $4,259 | $27 | $381 | $3,878 | $1,030 | Land unit change from sf to 1,000 sf. | 277% |
| | RETAIL: | | | | | | | | | | | | | | | | |
| 820 | under 50,000 GSF[R] | 1,000 sf | 66.56 | ITE 7th equation | 2.00 | 1.38 | 1.88 | FL Curve | 55% | FL Curve | $2,266 | $15 | $211 | $2,075 | $790 | Land unit change from sf to 1,000 sf. | 163% |
| 820 | 50,001-200,000 GSF[R] | 1,000 sf | 62.81 | ITE 7th equation | 2.52 | 1.74 | 2.24 | FL Curve | 62% | FL Curve | $2,358 | $15 | $211 | $2,147 | $700 | Land unit change from sf to 1,000 sf. | 207% |
| 820 | 200,001-400,000 GSF[R] | 1,000 sf | 46.23 | ITE 7th equation | 2.66 | 1.84 | 2.34 | FL Curve | 69% | FL Curve | $2,043 | $13 | $183 | $1,860 | $700 | Land unit change from sf to 1,000 sf. | 166% |
| 820 | 401,000-600,000 GSF[R] | 1,000 sf | 38.66 | ITE 7th equation | 2.81 | 1.95 | 2.45 | FL Curve | 74% | FL Curve | $1,941 | $12 | $169 | $1,772 | $700 | Land unit change from sf to 1,000 sf. | 153% |
| 820 | 600,001-800,000 GSF[R] | 1,000 sf | 34.37 | ITE 7th equation | 2.87 | 1.98 | 2.48 | FL Curve | 77% | FL Curve | $1,824 | $11 | $155 | $1,669 | $700 | Land unit change from sf to 1,000 sf. | 138% |
| 820 | greater than 800,000 GSF[R] | 1,000 sf | 28.46 | ITE 7th equation | 3.52 | 2.43 | 2.93 | FL Curve | 83% | FL Curve | $1,998 | $12 | $169 | $1,829 | $840 | Land unit change from sf to 1,000 sf. | 118% |
| 881 | Pharmacy/Drug Store w/ Drive-Thru | 1,000 sf | 95.21 | Blend of ITE 7th & FL Studies. | 2.10 | 1.45 | 1.95 | FL Studies | 33% | FL Studies | $1,561 | $10 | $141 | $1,420 | $660 | Land unit change from sf to 1,000 sf. | 115% |
| 862 | Home Improvement Superstore | 1,000 sf | 29.80 | ITE 7th Edition | 3.00 | 2.07 | 2.57 | VMT Calculation[R] | 72% | FL Schedules | $1,546 | $9 | $127 | $1,419 | $820 | Land unit change from sf to 1,000 sf. | 72% |
| 931 | Quality Restaurant | 1,000 sf | 91.19 | Blend of ITE 7th & FL Studies. | 3.14 | 2.17 | 2.67 | FL Studies | 77% | FL Studies | $5,277 | $32 | $451 | $4,826 | $1,830 | Land unit change from sf to 1,000 sf. | 164% |
| 932 | High-Turnover Restaurant | 1,000 sf | 123.91 | Blend of ITE 7th & FL Studies w/Volusia | 2.90 | 2.00 | 2.50 | FL Studies w/Volusia | 71% | FL Studies w/Volusia | $6,123 | $38 | $536 | $5,587 | $2,400 | Land unit change from sf to 1,000 sf. | 133% |

**Table E-1 (continued)**
**Proposed Deltona Transportation Impact Fee Schedule**

| ITE LUC | Land Use | Unit | Recommended Trip Rate | Trip Rate Source | Recommended Trip Length | Adjusted Trip Length[4] | Assessable Trip Length | Trip Length Source | Assessable % New Trips | % New Trips Source | Total Impact Cost | Annual Gas Tax | Gas Tax Credit | Net Impact Fee | Current Fee | Fee Schedule Notes | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RETAIL: | | | | | | | | | | | | | | | | |
| 934 | Fast Food Rest w/ Drive-Thru | 1,000 sf | 519.56 | Blend of ITE 7th and FL Studies w/Volusia | 2.21 | 1.52 | 2.02 | FL Studies w/Volusia | 56% | FL Studies w/Volusia | $15,941 | $105 | $1,480 | $14,461 | $5,220 | Land unit change from sf to 1,000 sf. | 177% |
| 941 | Quick Lube | bays | 43.39 | Blend of ITE 7th and FL Studies w/Volusia | 1.97 | 1.36 | 1.86 | Local Volusia Study | 68% | Same as LUC 848 | $1,396 | $9 | $127 | $1,269 | $872 | N/A | 46% |
| 850 | Supermarket | 1,000 sf | 103.38 | Blend of ITE 7th & FL Studies. | 2.08 | 1.44 | 1.94 | FL Studies | 56% | FL Studies | $2,991 | $19 | $268 | $2,633 | $1,540 | Land unit change from sf to 1,000 sf. | 71% |
| 853 | Convenience Store with Gas Pumps | 1,000 sf | 775.14 | Blend of ITE 7th & FL Studies. | 1.51 | 1.04 | 1.54 | FL Studies | 29% | FL Studies | $7,771 | $57 | $803 | $6,968 | $3,310 | Land unit change from sf to 1,000 sf. | 111% |
| 848 | Tire Store | bays | 36.16 | Blend of ITE 7th and FL Studies w/Volusia | 2.44 | 1.68 | 2.18 | Local Volusia Study | 68% | Local Volusia Study | $1,438 | $9 | $127 | $1,311 | $626 | N/A | 109% |
| 943 | Auto Repair or Body Shop | 1,000 sf | 34.12 | Blend of ITE 7th & FL Studies. | 3.62 | 2.50 | 3.00 | FL Studies | 72% | FL Studies | $2,143 | $13 | $183 | $1,960 | $840 | Land unit change from sf to 1,000 sf. | 133% |
| 841 | New/Used Auto Sales | 1,000 sf | 32.93 | Blend of ITE 7th & FL Studies. | 4.60 | 3.17 | 3.67 | FL Studies | 79% | FL Studies | $2,870 | $16 | $226 | $2,644 | $1,190 | Land unit change from sf to 1,000 sf. | 122% |
| 890 | Furniture Store | 1,000 sf | 5.06 | ITE 7th Edition | 6.09 | 4.20 | 4.70 | FL Studies | 54% | FL Studies | $401 | $2 | $28 | $373 | $140 | Land unit change from sf to 1,000 sf. | 166% |
| N/A | CBD Sandwich Shop[5] | 1,000 sf | 19.30 | 2003 Volusia Study - N/C | 6.55 | 4.52 | 5.02 | 2003 Volusia Study - N/C | 21% | City of Tampa CBD Study | $638 | $4 | $56 | $582 | $1,080 | Land unit change from sf to 1,000 sf. | -46% |
| N/A | Conv'ce/Gasoline/Fast Food Store | 1,000 sf | 954.59 | FL Studies | 2.65 | 1.83 | 2.33 | FL Studies | 32% | FL Studies | $20,128 | $127 | $1,790 | $18,338 | $6,240 | Land unit change from sf to 1,000 sf. | 194% |
| | INDUSTRIAL: | | | | | | | | | | | | | | | | |
| 110 | Light Industry | 1,000 sf | 6.97 | ITE 7th Edition | 5.10 | 3.52 | 4.02 | Pinellas County | 91% | 2003 Volusia Study - N/C | $777 | $4 | $56 | $721 | $280 | Land unit change from sf to 1,000 sf. | 158% |
| 140 | Manufacturing | 1,000 sf | 3.82 | ITE 7th Edition | 5.10 | 3.52 | 4.02 | Pinellas County | 92% | 2003 Volusia Study - N/C | $431 | $2 | $28 | $403 | $150 | Land unit change from sf to 1,000 sf. | 169% |
| 150 | Warehouse | 1,000 sf | 4.96 | ITE 7th Edition | 5.10 | 3.52 | 4.02 | Pinellas County | 92% | 2003 Volusia Study - N/C | $559 | $3 | $42 | $517 | $200 | Land unit change from sf to 1,000 sf. | 159% |
| 151 | Mini-Warehouse | 1,000 sf | 2.50 | ITE 7th Edition | 3.10 | 2.14 | 2.64 | Pinellas County | 92% | 2003 Volusia Study - N/C | $171 | $1 | $14 | $157 | $100 | Land unit change from sf to 1,000 sf. | 57% |

(1) The trip generation rate recommended for the office and retail less than 50,000 sf categories used the end-point of 50,000. Current fee is based on 10,000 sf or more category for office (current 10,000 sf or less fee is $980.00) and 10,000 to 99,999 category.

(2) The trip generation rate recommended for all other office and retail tiered categories used the mid-point of each tier of the respective category.

(3) The trip length was determined using a relationship between the VMT for the retail 200,001 - 400,000 tier. This is due to the comparable size of home improvement stores to this size category.

(4) Note trip length was adjusted by 13 percent to exclude interstate travel to ensure consistency with the county-wide impact fee study. The trip length therefore represents the next TL that can be charged for travel within the City of Deltona.

(5) Based on unique travel characteristics of this land use, the City of Tampa CBD Study was used to estimate the percent new trips generated in the downtown area.

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - K

**SUBJECT:** Resolution No. 2014-33, appoint the Affordable Housing Advisory Committee through the Requirements of the State Housing Initiative Partnership Program.

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| | |
|---|---|
| **LOCATION:** | Citywide |
| **BACKGROUND:** | The State Housing Initiative Partnership (SHIP) Act and Rule require that in order to continue to qualify for funding, local governments must appoint an Affordable Housing Advisory Committee (AHAC). The AHAC committee shall evaluate and report to the City Commission on established policies, procedures, ordinances, land development regulations, and review the Comprehensive Plan to recommend changes. |
| **ORIGINATING DEPARTMENT:** | Housing and Community Development |
| **SOURCE OF FUNDS:** | N/A |
| **COST:** | N/A |
| **REVIEWED BY:** | Planning and Development Director, Finance Director, City Attorney |
| **STAFF RECOMMENDATION PRESENTED BY:** | Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve Resolution No. 2014-33, to appoint the Affordable Housing Advisory Committee through the requirements of the State Housing Initiative Partnership Program. |
| **POTENTIAL MOTION:** | "I move to approve Resolution No. 2014-33, to appoint the Affordable Housing Advisory Committee through the requirements of the State Housing Initiative Partnership Program." |
| **AGENDA ITEM** | |

**APPROVED BY:**

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Resolution No. 2014-33

**RESOLUTION NO. 2014-33**

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, APPOINTING MEMBERS TO THE CITY OF DELTONA AFFORDABLE HOUSING ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS,** the State Housing Initiative Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes, (hereinafter referred to as the 'SHIP Act') and Chapter 67-37, Florida Administrative Code (FAC), (hereinafter referred to as the 'SHIP Rule'), establish the requirements for a local housing assistance program to implement the SHIP Act and Rule; and

**WHEREAS,** the SHIP Act and Rule require that to continue to qualify for funding, local governments shall appoint an Affordable Housing Advisory Committee (AHAC). Also, in July 2007, the Florida Legislature passed House Bill (HB) 1375 that requires local governments receiving SHIP Program Funds to appoint an AHAC; and

**WHEREAS**. Consistent with these requirements, the City of Deltona (City) previously formed an AHAC under the required criteria and the AHAC performed the required duties and responsibilities. The prior AHAC did sunset after the conclusion of their one-year assignment in 2009; and

**WHEREAS,** pursuant to 420.9076, F.S. and Rule 67-37.010, FAC, to continue to qualify for affordable housing funding, the City shall appoint an AHAC by resolution on or before June 30, 2013. The City of Deltona adopted Ordinance No. 05-2013 on March 18, 2013, that granted the authority to re-establish a newly appointed AHAC.

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

**Section 1.** The newly appointed AHAC shall review, evaluate, and provide written recommendations to the City Commission on the established affordable housing and community development policies, procedures, ordinances, land development regulations, and comprehensive plan, to include recommended changes, as established in Sections 420.9076, FAC, by December 2015.

**Section 2.** The newly appointed AHAC, with additional new members, is hereby appointed by Resolution No. 2014-33 by the City Commission of the City of Deltona, as listed:

**Section 3.** The members of the Affordable Housing Advisory Committee are as follows:

1. Ms. Yordanis Gonzales represents the residential home building industry in connection with affordable housing.
2. Mr. Peter Kurkjian is actively engaged as an advocate for low-income persons in connection with the affordable housing and mortgage industry.
3. Ms. Jodi Pena-Castaldi is actively engaged as a not-for-profit provider of affordable housing.
4. Mr. Eric James represents for-profit providers of affordable housing.
5. Mr. John Enyart is a citizen representing areas of labor actively engaged in home building in connection with affordable housing.
6. Mr. Michael Williams is actively engaged as a local real estate professional in connection with the affordable housing and mortgage industry.
7. Mr. Steven Sukow resides within the City, as the jurisdiction of the local governing body making appointments.
8. Ms. Patrica Ulicny resides within the City, as the jurisdiction of the local governing body making appointments.

9. Reverend William Bradley is a citizen that represents employers within the City.

10. Mr. Ruben Colon represents essential services in connection with affordable housing.

The AHAC is a voluntary committee and will follow City procedures for replacement of members, if necessary.

**Section 4.** The AHAC shall meet at a minimum monthly for one (1) year, or as needed, with the first meeting being held in November 2014, and quarterly thereafter in subsequent years.

**Section 5.** This Resolution shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS 6TH DAY OF OCTOBER 2014.**

BY: _____

JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

_____

JOYCE RAFTERY, CMC, City Clerk

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

_____

GRETCHEN R. H. VOSE, ESQ., City Attorney

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 10 - A

**SUBJECT:** Request for approval to execute Amendment #1 to the Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Water Pumping and Storage Expansion Project.

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**LOCATION:**

44 acre RIB site (601 Mobley Drive)

**BACKGROUND:**

The City has already entered into a Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Pumping and Storage Expansion project. An amendment is needed to extend the contract date from September 30, 2014 to September 30, 2015.

The intent of this project is to promote conservation, development and proper utilization of surface and ground water. The Cost Share Agreement provides the City with funding from the St. Johns River Water Management District for an amount not to exceed 40% of the total construction costs of projects that fall within these parameters.

This project will provide a new reclaimed water pumping station and a 1.0 million gallon (MG) ground storage tank for the City's reclaimed water system. The new pump station and ground storage tank will provide reclaimed water to the golf course with the remaining reclaimed water distributed to subdivisions that are equipped with reclaimed lines. The additional reclaimed water storage will allow the City to expand its' customer base and further reduce augmentation with its groundwater wells for irrigation purposes. These new facilities will be located on City property, which is located north of Doyle Road and west of Providence Boulevard in Deltona. The southernmost 44 acres of the 122-acre RIB site will be utilized for reclaimed water facilities, including those described for this project.

A Cost Share Agreement with SJRWMD would cover 40% of the costs to construct the reclaimed water pumping station and the 1.0 million gallon (MG) ground storage tank. The District's committed amount for this project would be 40%

of the total cost of the Project, but shall not exceed $720,000. Construction for this project would be completed in FY 2014-2015.

Funds have been transferred from another project to cover the costs of this project in order to take advantage of this cost share agreement. No additional budget dollars are needed in FY 2013/2014 to cover the cost of this project.

**ORIGINATING DEPARTMENT:** Public Works/Deltona Water

**SOURCE OF FUNDS:** Water / Sewer Utility Fund

**COST:** $1,800,000.00 (estimated)

**REVIEWED BY:** Acting City Manager, City Attorney, Public Works Director, Finance Director

**STAFF RECOMMENDATION PRESENTED BY:** Dale Baker, Acting City Manager - Recommendation is being made to approve and execute Amendment #1 of the Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Pumping and Storage Expansion project.

**POTENTIAL MOTION:** "I move to approve and execute Amendment #1 of the Cost Share Agreement with the St. Johns River Water Management District for the Reclaimed Pumping and Storage Expansion project."

**AGENDA ITEM APPROVED BY:**

_____

Dale Baker, Acting City Manager

**ATTACHMENTS:**

- Original Agreement
- Amendment #1 Reclaimed Pumping and Storage

Contract #27662

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

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELTONA, whose address is 2345 Providence Boulevard, Deltona, Florida 32725 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

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

The District initiated a cost-sharing program for Fiscal Year 2013 for construction projects that will initiate construction sometime during 2014, involve water resource development, alternative water supply development, water conservation, or spring shed nutrient-loading reduction, and address one or more of the following District strategic initiatives: Springs Protection, North Florida Water Supply Partnership, Central Florida Water Initiative, or Minimum Flows and Levels Prevention and Recovery.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the above-stated initiatives.

The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Reclaimed Pumping and Storage Expansion Project.

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

1. **TERM; WITHDRAWAL OF OFFER**

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2014 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within 90 days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive

termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties..

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

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

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient 40% of the total construction cost of the Project, but in no event shall the District cost-share exceed $720,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(c) Cooperative funding shall not be provided for expenses incurred after the Completion Date. Upon a showing of good cause, the District, upon approval of the Executive Director, or designee, may extend the Completion Date to no later than January 31, 2015. Any further extension of the Completion Date will require approval by the District's Governing Board.

5. **PAYMENT OF INVOICES**

(a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the

reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of each invoice, which shall not exceed 40% of approved costs, until the not-to-exceed amount of the District's cost-share has been expended. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting**. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice**. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to all costs that form the basis for the invoice and/or Project completion (as per the cost schedule and other requirements of the Statement of Work (7) Progress Report (if required) and (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

(e) **Travel expenses**. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance,

travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-year agreements, it is necessary for the District to budget as accurately as possible the amount of funds that will be expended by the District during each fiscal year. The Statement of Work, Attachment A, includes the parties' current projection of the District's cost-share on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the District when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the District with a revised funding plan. If the District's annual budget permits, the District may, in its sole discretion, prepare a District Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5)

fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

| DISTRICT | RECIPIENT |
|---|---|
| James Gross, Project Manager | Gerald Chancellor, Project Manager |
| St. Johns River Water Management District | City of Deltona |
| 4049 Reid Street | 2345 Providence Blvd |
| Palatka, Florida 32177 | Deltona, Florida 32725 |
| (386) 312-2344 | (386) 878-8998 |
| E-mail: jgross@sjrwmd.com | E-mail: gchancellor@deltonafl.gov |

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment B, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

(a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the

90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.

(c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

(a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days to cure the breach. If Recipient fails to cure the breach within the 30 day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon 10 days written notice in the event any of material misrepresentations in the Project Proposal.

(b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon 30 calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

## ADDITIONAL PROVISIONS (Alphabetical)

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

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

(a) **Maintenance of Records**. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

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

18. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.

19. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

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

21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory authority of the District.

22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall respond to it pursuant to section 119.0701, Fla. Stat., and promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

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

[*Remainder of page intentionally left blank*]

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

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Hans G. Tanzler III, Executive Director

Date: 12-11-13

APPROVED BY THE OFFICEOF GENERAL COUNSEL

_____
For Stanley J. Niego, Sr. Assistant General Counsel

CITY OF DELTONA

By: _____

William D Denny, Acting City Mgr
Typed Name and Title

Date: 11-26-13

Attest: _____

JULIE LA BORDE, ADMIN. ASSISTANT
Typed Name and Title

**ATTACHMENTS**

Attachment A - Statement of Work
Attachment B - District Supplemental Instruction Form

Cost-share: 2013 Initiative
Last updated: 7-17-13

# ATTACHMENT A - STATEMENT OF WORK
# CITY OF DELTONA RECLAIMED PUMPING AND STORAGE EXPANSION

## I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Cooperative Cost Share Initiative Program in FY 2013 as a cost share program to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding has a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, or natural systems and supports the District's Strategic Initiatives. The Minimum Flows and Levels (MFLs) Prevention and Recovery Strategy Initiative develops and implements prevention and recovery strategies for water bodies within the District where MFLs are currently not being met or are projected not to be met within 20 years. The City of Deltona (Recipient) has requested and been selected as a participant in this cost share program.

On July 9, 2013 the District's Governing Board approved funding for the City of Deltona Golf Course Reclaimed Water Expansion Project for $720,000, towards the estimated construction cost of $1,800,000. It was subsequently determined that these improvements could not be located at the golf course. The City is proposing to proceed with the project on City property.

## II. OBJECTIVES

This project will provide a new reclaimed water pumping station and a 1.0 million gallon (MG) ground storage tank for the City's reclaimed water system. The new pump station and ground storage tank will provide approximately 300,000 gallons per day of reclaimed water to the golf course with the remaining reclaimed water distributed to subdivisions that are equipped with dry lines and who currently do not have reclaimed water. The additional reclaimed water capacities will allow the City to expand its' customer base and further reduce augmentation with its groundwater wells for irrigation purposes. These new facilities will be located on City property, which is located north of Doyle Road and west of Providence Boulevard in Deltona. The southernmost 44 acres of the 122-acre site will be utilized for reclaimed water facilities, including those described for this project. The property address is 601 Mobley Drive, Deltona, Florida.

## III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that expands the availability of reclaimed water for irrigation use. This project will provide a new reclaimed water pumping station and a 1.0 MG ground storage tank for the Deltona reclaimed water system.

The Recipient shall ensure the tasks in the Task Identification section of the Statement of Work are completed.

## IV. TASK IDENTIFICATION

The Recipient shall be responsible for performing the following tasks:

- Complete and obtain final project design, construction plans, and specifications;
- Provide a copy of Recipient's executed construction contract documents to District's project manager;
- Provide a copy of any subsequent change orders to the contract to District's project manager;

- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Submit timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation) to enable proper review by the District's project manager prior to payment authorization;
- Provide progress reports to the District's project manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project time and projected costs versus actual cost to date;
- Provide certification of construction phase completion by a Professional Engineer registered in the state of Florida;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

## V. TIME FRAMES AND DELIVERABLES

All work shall be completed by September 30, 2014 in accordance with tasks described above. The Recipient shall submit quarterly status reports to the District's project manager detailing the progress of each component.

The projected schedule for the project design and construction is as follows:

| | |
|---|---|
| Design: | November 2013 – January 2014 |
| Construction: | February 2014 – September 2014 |

## VI. PROJECT BUDGET

For satisfactory completion of the Project, the District shall pay Recipient 40% of the total cost of the Project (estimated $1,800,000), but in no event shall the District's cost-share exceed $720,000. Recipient shall invoice the District quarterly including a progress report covering the time-period of the invoice. The invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly.

Contract #27662

**ATTACHMENT B — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)**
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**Contractor's approval: (choose one of the items below):**

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
, District Project Manager

Acknowledged: _____ Date: _____
, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

Contract #27662
Amendment #1

**FIRST AMENDMENT TO THE COST-SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF DELTONA FOR CITY OF DELTONA RECLAIMED PUMPING AND STORAGE EXPANSION PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELTONA ("Recipient"), whose address is 2345 Providence Boulevard, Deltona, Florida 32725, and is effective on the date the last party has executed same.

**PREMISES:**

The parties entered into Cost-Share Agreement No. 27662 on December 11, 2013, to provide funding to the Recipient for the Reclaimed Pumping and Storage Expansion project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM; WITHDRAWAL OF OFFER: delete this paragraph and replace it with the following:

   (a) The term of this Agreement is from December 11, 2013, ("Effective Date") until September 15, 2015 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.

2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

| ST. JOHNS RIVER WATER MANAGEMENT DISTRICT | CITY OF DELTONA |
|---|---|
| By: _____ | By: _____ |
| Hans G. Tanzler III, Executive Director (or designee) | _____ |
| | Typed Name and Title |
| Date: _____ | Date: _____ |

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

_____
William Abrams, Sr. Assistant General Counsel

1 Last updated: 12-15-11

# AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 10/6/2014

**FROM:** Dale Baker, Acting City Manager **AGENDA ITEM:** 10 - B

**SUBJECT:** Request for approval to execute Amendment #1 to the Cost Share Agreement with the St. Johns River Water Management District for the Howland Blvd. Phase 3 Reclaimed Water Construction Project.

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**LOCATION:**

Howland Blvd.

**BACKGROUND:**

The City has already entered into a Cost Share Agreement with the St. Johns River Water Management District for the Howland Blvd. Phase 3 Utility Relocate Project. An amendment is needed to extend the contract date from September 30, 2014 to September 30, 2015.

The intent of this project is to promote conservation, development and proper utilization of surface and ground water. The Cost Share Agreement provides the City with funding from the St. Johns River Water Management District for an amount not to exceed 40% of the total construction costs of projects that fall within these parameters.

This project will relocate and upgrade utilities as part of the overall City-wide road widening plan. A cost sharing agreement with SJRWMD would cover 40% of the costs to install any new reclaimed water mains on Howland Blvd. from Courtland Blvd. to SR415, at the Wal-Mart center. The District's committed amount for this project would be $196,000. Construction for this project should be completed in FY 2014-2015.

This action supports the City's intent to secure maximum eligibility for all anticipated water construction projects utilizing alternative costs with available funding and grants available.

**ORIGINATING DEPARTMENT:**

Public Works/Deltona Water

| | |
|---|---|
| **SOURCE OF FUNDS:** | Water/ Sewer Utility Fund |
| **COST:** | Howland Blvd. Reclaimed Portion - $490,000.00 |
| **REVIEWED BY:** | Acting City Manager, City Attorney, Public Works Director |
| **STAFF RECOMMENDATION PRESENTED BY:** | Recommendation is being made to approve and execute Amendment #1 to the Cost Share Agreement with the St. John's River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the reclaimed portion of the Howland Blvd. Phase 3 Utility Relocate Project. |
| **POTENTIAL MOTION:** | "I move to approve and execute Amendment #1 to the Cost Share Agreement with the St. Johns River Water Management District for the Doyle Road Reclaimed Water Interconnect Project and the reclaimed portion of the Howland Blvd. Phase 3 Utility Relocate Project." |
| **AGENDA ITEM APPROVED BY:** | _____<br>Dale Baker, Acting City Manager |
| **ATTACHMENTS:** | • Original Agreement<br>• Amendment #1 |

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Contract #27666

# COST-SHARE AGREEMENT BY AND BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF DELTONA

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and City of Deltona, whose address is 2345 Providence Boulevard, Deltona, Florida 32725 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

## RECITALS

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

The District initiated a cost-sharing program for Fiscal Year 2013 for construction projects that will initiate construction sometime during 2014, involve water resource development, alternative water supply development, water conservation, or spring shed nutrient-loading reduction, and address one or more of the following District strategic initiatives: Springs Protection, North Florida Water Supply Partnership, Central Florida Water Initiative, or Minimum Flows and Levels Prevention and Recovery.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the above-stated initiatives.

The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Howland Boulevard Phase 3 Reclaimed Water Construction

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

## 1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2014 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within 30 days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive

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termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties..

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

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

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient 40% of the total construction cost of the Project, but in no event shall the District cost-share exceed $196,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(c) Cooperative funding shall not be provided for expenses incurred after the Completion Date. Upon a showing of good cause, the District, upon approval of the Executive Director, or designee, may extend the Completion Date to no later than December 31, 2014. Any further extension of the Completion Date will require approval by the District's Governing Board.

5. **PAYMENT OF INVOICES**

(a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the

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reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of each invoice, which shall not exceed 40% of approved costs, until the not-to-exceed amount of the District's cost-share has been expended. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 % of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten ) days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name and address (include remit address, if necessary); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to all costs that form the basis for the invoice and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); in addition, see Attachment B, "CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS;" (7) Progress Report (if required); and (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when

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specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) ***Annual budgetary limitation.*** For multi-year agreements, it is necessary for the District to budget as accurately as possible the amount of funds that will be expended by the District during each fiscal year. The Statement of Work, Attachment A, includes the parties' current projection of the District's cost-share on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the District when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the District with a revised funding plan. If the District's annual budget permits, the District may, in its sole discretion, prepare a District Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1)

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hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

| DISTRICT | RECIPIENT |
|---|---|
| James Gross, Project Manager | Gerald Chancellor, Project Manager |
| St. Johns River Water Management District | City of Deltona |
| 4049 Reid Street | 2345 Providence Blvd |
| Palatka, Florida 32177 | Deltona, FL 32725 |
| (386) 312-2344 | (386) 878-8998 |
| E-mail: jgross@sjrwmd.com | E-mail: gchancellor@deltonafl.gov |

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

(a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

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

(c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

(a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days to cure the breach. If Recipient fails to cure the breach within the 30 day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days written notice in the event any of material misrepresentations in the Project Proposal.

(b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon 30 calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

**ADDITIONAL PROVISIONS (Alphabetical)**

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

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

(a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

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(b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **FLORIDA SINGLE AUDIT ACT**

(a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance

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with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

(b) **Program Information** This Agreement involves the disbursement of state funding by Legislative Appropriation in the amount of $196,000. Funding is provided under the State of Florida Statewide Surface Water Restoration and Wastewater Projects. The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No.37.039. The District is not providing a funding match.

(c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa/catalog.aspx for assistance. The following websites may be accessed for additional information: Legislature's Website at http://www.leg.state.fl.us/, State of Florida's website at http://myflorida.com, District of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

(d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.

(e) **Audit Requirements**. Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Statement of Work.

(f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

(g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary

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by the District's Inspector General or the state Chief Financial Officer or Auditor General.

(h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.

(i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

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

19. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.

20. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

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share funding. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory authority of the District.

23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

24. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall respond to it pursuant to section 119.0701, Fla. Stat., and promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

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

*[Remainder of page has intentionally left blank]*

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

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Hans G. Tanzler III, Executive Director

Date: 10/15/13

CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor
Typed Name and Title
Date: 10-8-2013

APPROVED BY THE OFFICE OF GENERAL COUNSEL

_____
for Stanley J. Niego, Sr. Assistant General Counsel

Attest: _____
Pauline Shattuck, Administrative Assistant II
Typed Name and Title

**ATTACHMENTS**

Attachment A - Statement of Work
Attachment B - Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
Attachment C - District Supplemental Instruction Form

Cost-share: 2013 Initiative
Last updated: 7-17-13

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Contract #27666

# ATTACHMENT A - STATEMENT OF WORK

## I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2013 as a cost share program to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding has a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, or natural systems and supports the District's Strategic Initiatives. The (MFLs) Prevention and Recovery Strategy Initiative is supported by this project. The City of Deltona (Recipient) has requested and been selected as a participant in this cost share program.

On July 9, 2013 the District's Governing Board approved funding for the construction of Recipient's Howland Boulevard Phase 3 Reclaimed Water Project for $196,000 toward the estimated construction cost of $490,000.

## II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable Recipient to construct an interconnection of the reclaimed water distribution systems for Recipient's Howland Boulevard Phase 3 Reclaimed Water Project. Approximately 2.0 million gallons per day (mgd) of reclaimed water will be made available from this project. The proposed interconnect consists of a reclaimed water main extension from the intersection of SR 415 and Howland Boulevard to the intersection of Howland Boulevard and Eklcam Boulevard. This connection to a 12-inch diameter wastewater force main will be converted into reclaimed main and will cover a 4.5 mile portion of Howland Boulevard, which will provide water to schools and businesses. Ultimately, this will result in multiple shallow wells taken offline and reducing stress on the upper Floridan aquifer.

## III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that expands the availability of reclaimed water for irrigation use. The project consists of the construction of approximately 4.5 miles of 12-inch diameter wastewater force main that will be converted into reclaimed main.

## IV. TASK IDENTIFICATION

The Recipient shall be responsible for performing the following tasks:

- Complete and obtain final project design, construction plans, and specifications
- Provide a copy of Recipient's executed construction contract documents to District's Project Manager
- Provide a copy of any subsequent change orders to the construction contract to District's Project Manager
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work
- Assure compliance with all permits and permit conditions
- Provide procurement for project construction

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- Perform supervision and inspection of construction
- Perform construction contract administration
- Submit timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate documentation) to enable proper review by the District's Project Manager prior to payment authorization
- Provide quarterly progress reports to the District's Project Manager identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project timeframe and projected costs versus actual cost to date
- Provide certification of construction phase completion by a Professional Engineer registered in the state of Florida
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended

## V. TIME FRAMES AND DELIVERABLES

All work shall be completed by September 30, 2014 in accordance with tasks previously described. The Recipient shall submit quarterly progress reports to the District's Project Manager detailing the progress of each component.

The projected schedule for the project construction is as follows:

- Construction: October 2013 – February 2014

## VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District will pay Recipient 40% of the total construction cost of the Project, but in no event shall the District's cost-share exceed $196,000. Recipient shall invoice the District quarterly include a progress report covering the time-period of the invoice. The invoices shall include a copy of the construction contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation. If the total construction cost of this project is less than originally estimated the District's cost-share amount shall be reduced accordingly.

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## ATTACHMENT B

## CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

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

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

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

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

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

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

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

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

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

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

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**ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)**
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

**Contractor's approval: (choose one of the items below):**

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
, District Project Manager

Acknowledged: _____ Date: _____
, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

Contract #27666
Amendment #1

**FIRST AMENDMENT TO THE COST-SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF DELTONA FOR CITY OF DELTONA HOWLAND BOULEVARD PHASE 3 RECLAIMED WATER PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF DELTONA ("Recipient"), whose address is 2345 Providence Boulevard, Deltona, Florida 32725, and is effective on the date the last party has executed same.

**PREMISES:**

The parties entered into Cost-Share Agreement No. 27666 on October 15, 2013, to provide funding to the Recipient for the Howland Boulevard Phase 3 Reclaimed Water Construction project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM; WITHDRAWAL OF OFFER: delete this paragraph and replace it with the following:

   (a) The term of this Agreement is from October 15, 2013, ("Effective Date") until September 15, 2015 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.

2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Hans G. Tanzler III, Executive Director (or designee)

Date: _____

CITY OF DELTONA

By: _____

_____
Typed Name and Title

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

_____
William Abrams, Sr. Assistant General Counsel