

6. CITY COMMISSION SPECIAL REPORTS:

**7. 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. If an item is removed for clarification only, it will be discussed immediately following action on the Consent Agenda. If an item is removed for further discussion, it will be discussed under New Business immediately following the last listed item.

8. CONSENT AGENDA:

- *A. Request for approval of the William S. Harvey Deltona Scholarship Advisory Board's recommendation to add Reverend Donald Herchenroder and Former Commissioner Lucille Wheatley to the Wall of Fame.**
- *B. Request for approval of recommendations for scholarship awards from the William S. Harvey Deltona Scholarship Advisory Board.**
- *C. Request for approval of the City of Deltona FY 2015 HOPWA Grantee Re-Designation Agreement.**
- *D. Request for approval of Grant Application for Residential Construction Mitigation Program (RCMP) funding through the Florida Division of Emergency Management.**
- *E. Request for approval of Lakeshore Shared-Use Path Construction Funding.**
- *F. Request for approval of Resolution No. 2015-12, requesting the County Council send a letter to the Central Florida Expressway Authority authorizing a study to construct an Eastern Connector from SR 417 in Seminole County to I-95 in Volusia County.**

9. ORDINANCES AND PUBLIC HEARINGS:

- A. Ordinance No. 04-2015, Creating a new Chapter 45, "Panhandling," of the Deltona Code of Ordinances, making findings, providing definitions, and prohibiting certain acts.**

10. OLD BUSINESS:

11. NEW BUSINESS:

12. CITY ATTORNEY COMMENTS:

13. CITY MANAGER COMMENTS:

A. Lobbyist Update.

14. CITY COMMISSION COMMENTS:

15. 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:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Commissioner Nabicht - Fire Department Chaplain Hector L. Maldonado, United Pentecostal Church International and a Lieutenant Paramedic with Orange County Fire Rescue.

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:	<hr/> Dale Baker, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of March 16, 2015.

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 March 16, 2015.
POTENTIAL MOTION:	"I move to approve the minutes of the Regular City Commission Meeting of March 16, 2015."
AGENDA ITEM APPROVED BY:	<hr/> Dale Baker, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Minutes of March 16, 2015

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, MARCH 16, 2015**

1 A Regular Meeting of the Deltona City Commission was held on Monday, March 16, 2015 at the
2 City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

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

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

7
8 **2. ROLL CALL:**

9			
10	Mayor	John Masiarczyk	Present
11	Vice Mayor	Nancy Schleicher	Present
12	Commissioner	Heidi Herzberg	Present
13	Commissioner	Mitch Honaker	Present
14	Commissioner	Chris Nabicht	Present
15	Commissioner	Diane Smith	Present
16	Commissioner	Nancy Soukup	Present
17	Acting City Manager	Dale Baker	Present
18	City Attorney	Becky Vose	Present
19	City Clerk	Joyce Raftery	Present

20
21 Also present: Public Works/Deltona Water Director Gerald Chancellor; Planning and Development
22 Services Director Chris Bowley; Finance Director Bob Clinger and VCSO Captain Eagan.

23
24 **3. INVOCATION AND PLEDGE TO THE FLAG:**

25
26 **A. Invocation Presented by Commissioner Soukup.**

27
28 The National Anthem was sung by the Ahna Kuczynski, a Junior at Deltona High.

29
30 **4. APPROVAL OF MINUTES & AGENDA:**

31
32 **A. Minutes:**

33
34 **1. Approval of Minutes – Regular City Commission Meeting of March 2, 2015.**

35
36 **Motion by Commissioner Herzberg, seconded by Vice Mayor Schleicher, to approve the minutes**
37 **of the Regular City Commission Meeting of March 2, 2015 as presented.**

38
39 **Motion carried unanimously with members voting as follows: Commissioner Herzberg, For;**
40 **Commissioner Honaker, For; Commissioner Nabicht, For; Commissioner Smith, For;**
41 **Commissioner Soukup, For; Vice Mayor Schleicher, For; and Mayor Masiarczyk, For.**

42
43 **B. Additions or Deletions to Agenda:** None.

44
45 **5. PRESENTATIONS/AWARDS/REPORTS:**

46
47 **A. Certificate of Achievement presented to Deltona resident Raymond Morales of the**
48 **Harris Saxon Club for receiving the Boys & Girls Clubs of Volusia/Flagler Counties 2015**
49 **Youth of the Year Award.**

1
2 Mayor Masiarczyk and the Commission presented a Certificate of Achievement to Deltona resident
3 Raymond Morales, a Junior at Pine Ridge High School, for receiving the Boys & Girls Clubs of
4 Volusia/Flagler Counties 2015 Youth of the Year Award. He has over 1,000 service hours in the
5 community, is involved in several organizations, is the recipient of Take Stock in Children Scholarship
6 and he has enlisted in the Army this year.

7
8 **B. Presentation of Certificates – Deltona High School Wolves Boys Basketball Team, 5 Star**
9 **Conference Blue Division Champions.**

10
11 Mayor Masiarczyk and the Commission presented Certificates of Recognition to Deltona High School
12 Wolves Boys Basketball Team for setting a school record this season with their district championship
13 and region runner-up Elite Eight finish in the state 6A playoffs and being champions of the 5 Star
14 Conference Blue Division. The Elite Eight finish was the best in school history.

15
16 Also, the Daytona Beach News Journal selected the Wolves Evan Hinson as Boys Basketball Player
17 of the Year for the area and named Coach Denny Hinson as Coach of the Year

18
19 **C. Annual Audit Presentation: Comprehensive Annual Financial Report for the Year**
20 **Ended September 30, 2014.**

21
22 Mark White and Laurie Walker, Purvis Gray & Company, presented the City's Comprehensive Annual
23 Financial Report (CAFR) for the Year Ended September 30, 2014. Ms. Walker stated the City has a
24 good clean unmodified opinion this year which means in the auditor's opinion the City's financial
25 statements are materially complete in all respects. She gave a couple of highlights stating the City is in
26 a very good financial position with a General Fund balance up about \$2.3 million showing a Fund
27 Balance of about \$23.7 million with the majority being assigned or designated for certain uses or
28 unassigned and the Water/Sewer Fund is up about \$2.5 million. She added there is only about \$1
29 million that cannot be spent putting the City in a very good financial state. She stated the Water/Sewer
30 Fund is at about \$22 million which does include a \$7 million Bond Anticipation Loan that was issued
31 prior to September 30, 2014 but, was paid off after year end when the additional bond funds were issued
32 and that should be considered when looking at that number. She stated the Stormwater and
33 Transportation Fund balances did go down this year by about \$1 million each and was anticipated with
34 the two (2) projects going on in the City. She stated the City is in a good position and there are funds to
35 do some projects within the City going forward. She stated there were some Management Letter
36 Comments that pertained to the Affordable Health Care Act and she went over them. She stated
37 another issue that is in a separate report that was issued is the implementation in next year's budget of
38 Government Accounting Standards Board (GASB) 68 that will be related to the pension funds. She
39 stated the City implemented the GASB 67 this past year and it was determined the Commission had not
40 received the separate report that was referred to but, will be made available prior to implementation in
41 next fiscal year's budget. She stated this will be a financial only entry related to the net firefighters'
42 pension obligation on the books and will not impact the City's cash. She stated the actuary has
43 estimated that entry to be about \$6.7 million. She stated the other employees are covered under the
44 Florida Retirement System (FRS) which is a pooled plan administered at the State level and the State is
45 still working on getting the numbers together for 2014 for the audit so there is not a time frame for the
46 June 30, 2015 numbers that are required to be included in the City's CAFR next year. She concluded
47 the presentation and asked if there were any questions.
48

1
 2 Commissioner Nabicht asked that the Commission receive a copy of the letter that was referred to and
 3 to make sure a copy is forwarded to Mrs. Spriggs for the pension plan.
 4

5 Mayor Masiarczyk asked Mr. Clinger if he had anything to add and Mr. Clinger replied he was glad Ms.
 6 Walker mentioned the Affordable Care Act (ACA) as the administrative effort behind it will be
 7 significant next year and will need to be sorted out. Mayor Masiarczyk stated he had concerns with
 8 ACA and the City's responsibility to track people that are not insured. Mr. Clinger asked that this issue
 9 be at the top of the Commission's list because at this time staff does not know what the penalties will
 10 be. Mayor Masiarczyk asked that a letter be drafted to send to Congressman Mica with the City's
 11 concerns.
 12

13 **6. CITY COMMISSION SPECIAL REPORTS:**
 14

15 Mayor Masiarczyk stated he attended the Elected Officials Roundtable which was a rehash of the
 16 one (1) cent sales tax proposal, the two (2) types of sales taxes which are capital and operating and
 17 the need to get information in so the City can obtain some of the funds. He stated there needs to be a
 18 unified method for tracking the homeless before the City commits to any funding for a countywide
 19 facility.
 20

21 Commissioner Nabicht asked Mayor Masiarczyk to give an update on the business meeting that was
 22 held at City Hall and Mayor Masiarczyk replied the meeting went well and it gave businesses a
 23 chance to come in and talk. He stated he asked the business group to provide suggested changes to
 24 the City's ordinances such as the sign ordinance and he asked the group if there were any suggested
 25 changes to refer to specific pages and lines rather than rewriting the whole ordinance in general.
 26

27 Commissioner Herzberg stated the Volusia League of Cities (VLOC) Executive Board met and the
 28 board revamped the by-laws to be more in accordance with the Florida League of Cities (FLOC) and
 29 the new by-laws will be presented at the VLOC Dinner/Meeting. She stated the Commission should
 30 have received a copy of the by-laws via email and if anyone has any questions to contact Marilyn
 31 Crotty.
 32

33 Commissioner Nabicht stated he attended Councilwoman Denys' transportation meeting in
 34 Edgewater which is similar to the West Volusia Summit and there was an update from the Florida
 35 Department of Transportation (FDOT) and other groups on transportation projects of interest in
 36 Southeast Volusia. He stated the funds are handed out first come first serve and the City needed to
 37 make sure its shovel ready transportation projects are forwarded to FDOT and the River to Sea
 38 Transportation Planning Organization (TPO) as soon as possible so the projects can be put in the
 39 queue since a lot of the cities are competing for the dollars. He stated since the City is in good
 40 financial shape and has matching dollars available for any grants the City will be placed higher up in
 41 the queue.
 42

43 **7. PUBLIC FORUM – Citizen comments for items not on the agenda.**
 44

45 a) Julie Tirado, 1450 Randolph Street, Deltona, spoke about homeless problems and security
 46 issues at the Publix Shopping Center at 2022 Saxon Blvd. and Finland Avenue.
 47

48 b) Carol Canfield, 235 Colburn Drive, DeBary, spoke about citizens' security and welfare around

1 the area of the Publix on Saxon Blvd. She stated she sent photos to Commissioner Herzberg of the
 2 issues.

3
 4 Commissioner Herzberg stated she had forwarded the photos provided by Ms. Canfield to the Acting
 5 City Manager, the City Attorney and she believed Captain Eagan as well but, she added she would like
 6 to address some vagrancy, panhandling, public intoxication and loitering ordinances with the
 7 Commission as there is not much that can be done without these ordinances. She stated the Acting City
 8 Manager and City Attorney are looking into the ordinances.

9
 10 **8. CONSENT AGENDA:**

11
 12 **Motion by Commissioner Herzberg, seconded by Commissioner Honaker to approve Consent**
 13 **Agenda Items 8-A through 8-C.**

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

18
 19 ***A. Request for approval of Saxon Sewer Phase I Engineering Design Calculations,**
 20 **Construction Plans, Contract, and Specifications Scope of Services and Corresponding Budget**
 21 **Amendment.**

22
 23 **Approved by Consent Agenda – to approve the Scope of Services for Saxon Sewer Phase I**
 24 **Engineering Design Calculations, Construction Plans, Contract, and Specifications. I also**
 25 **move to approve a budget amendment to move \$118,000 from the General Fund Economic**
 26 **Development fund balance reserve to Deltona Water (GL # 401650-650100-43016).**

27
 28 ***B. Power Service Request for the Alexander Avenue Ground Storage Tank & Pump**
 29 **Station Project.**

30
 31 **Approved by Consent Agenda - to approve granting a power easement to Duke Energy**
 32 **Florida, Inc. for the provision of electrical services to the Alexander Avenue Ground Storage**
 33 **Tank & Pump Station project.**

34
 35 ***C. Request for approval of Resolution No. 2015-06, requesting that the Florida legislature**
 36 **not enact the proposed HB 391 and SB 896.**

37
 38 **Approved by Consent Agenda - to approve Resolution No. 2015-06, and request that the City**
 39 **Manager give this Resolution to the City's lobbyists for transmission to the appropriate**
 40 **legislative officials.**

41
 42 **9. ORDINANCES AND PUBLIC HEARINGS:**

43
 44 **A. Public Hearing – Ordinance No. 02-2015, amending Chapter 14, “Animals,” by adding**
 45 **Article VII “Chickens” providing for a one year trial period for the issuance of limited number**
 46 **of special permits which allow the keeping of chickens in limited numbers and under specific**
 47 **conditions, at first reading and to schedule second and final reading.**

1 Mayor Masiarczyk stated there is an amended ordinance that staff has provided to the Commission
2 tonight with some proposed changes highlighted and he asked if there were any other changes in the
3 ordinance that was in the agenda packet. Mrs. Vose clarified that the ordinance that is in the packet
4 has the changes that were proposed at the March 2nd Commission meeting and the draft that was
5 handed out separately tonight was requested by Commissioner Nabicht.

6
7 Commissioner Herzberg asked for clarification regarding the building permit, what the role of the
8 Building Official would be and if the building permit is not required, how it would work. The
9 Acting City Manager replied the Building Official would say if a building permit is required and
10 approves the permit if the City requires a permit but, if the Commission writes an ordinance that
11 overrides that it would override it.

12
13 Commissioner Nabicht stated the City must follow Florida Law, the City cannot supersede Florida
14 Law but, he explained there is a process to amend the building code which requires taking
15 recommendations, sending them to Tallahassee to see if Tallahassee wants to adopt the
16 recommendations as part of the building code and if it is rejected it then comes back to the City. He
17 stated the City can then adopt the recommendation in an ordinance and then it would become a local
18 code. He stated under the building code the Building Official can require a permit wherever it is
19 deemed necessary.

20
21 Commissioner Honaker stated the Florida Building Code requires a permit for any accessory
22 structure including a dog house however; cities can use their own discretion in what is required. He
23 suggested the City needed some data to go on and he asked that during the trial period a permit be
24 required but, that the fee be waived.

25
26 Commissioner Soukup stated he did not understand why the Commission was putting in the same
27 thing that was voted out and agreed upon at the March 2, 2015 Commission meeting and the
28 Commission needed to move on and stop wasting time.

29
30 Mayor Masiarczyk stated any Commissioner has the right to propose an amendment to the ordinance
31 but, the ordinance the Commission is here to vote on is the ordinance that is in the agenda packet and
32 this proposed amendment was requested by Commissioner Nabicht.

33
34 Vice Mayor Schleicher stated she was glad Commissioner Nabicht brought the newly revised
35 ordinance forward because what happened at the last meeting was wrong and that changes to the
36 ordinance were made after the ordinance was discussed and agreed upon at the workshop. She
37 stated at the workshop she wanted the one (1) acre criteria but, compromised and supported a half
38 acre which was voted down to a quarter acre. She stated she did not like it but, she was willing to
39 accept defeat. She stated the 25 foot setback was in the ordinance agreed upon at the workshop but,
40 was brought back up with no compromise. She stated she is not opposed to the ordinance but, there
41 needed to be a compromise because she has constituents that are opposed to the ordinance and no
42 one is listening to them.

43
44 Commissioner Herzberg proposed either the City have no permit or permit everything and give a
45 waiver of fees for one (1) year. She asked the Acting City Manager if the fee could be waived and
46 the Mr. Baker replied he did not believe the building permit fee could be waived but, suggested
47 waiving the \$25.00 application fee.

48

1 Commissioner Herzberg stated the 25 foot setback is too much and she would propose 10 feet on
2 either side. She stated the Commission needed to compromise and get this done.

3
4 Commissioner Smith stated she believed number “h” came about because of the discussion over the
5 25 feet which could be in the middle of a pool so when reading the ordinance it is the interpretation
6 that is too loose and she will support this as proposed at the first reading.

7
8 Commissioner Nabicht stated in speaking with the Building Official regarding the fees he learned
9 that the Commission cannot pick and choose what permit fee to waive, however, it can waive the
10 application fee.

11
12 **Motion by Commissioner Nabicht, seconded by Vice Mayor Schleicher to adopt Ordinance No.**
13 **02-2015 as amended with amendments as follows: 1) to remove the fee for the chicken**
14 **application itself; 2) item (h) the coop or the enclosure must be located no less than 25 feet**
15 **from any property line provided however if the location of the coop or enclosure is not possible**
16 **with those setbacks due to pre-existing permanent structures on the lot the coop or the**
17 **enclosure must be located with the largest physically possible setback from the property lines**
18 **but, in no event closer to the property lines than standard setback; and 3) item (i) a building**
19 **permit shall be required under the Florida Building Code for the coop or enclosure.**

20
21 Mayor Masiarczyk asked for clarification of item (h) that if there is a permitted structure on the lot
22 that person would be exempt from the full 25 foot setback if it could not possibly be met. He stated
23 for the record when a Code Enforcement Officer or a Building Official comes to the home to do the
24 initial inspection, the Code Enforcement Officer or Building Official are also there in the capacity of
25 a Code Enforcement Officer or Building Official and at that time may uncover other issues and he
26 did not want an argument later if there are issues or violations that are found. He stated he spoke
27 with the Building Official and it was his understanding that Code Enforcement would not be
28 involved; the Building Official would be the permitting official or do the initial inspection. He
29 stated he supports the original ordinance and the exemption brought up by Commissioner Nabicht
30 (item h) but, he does not support a building permit because if the City enforces it for a small coop
31 then how does the City not the same for playhouses, dog houses and tents.

32
33 Commissioner Soukup asked what the cost of a building permit was and Mr. Baker replied \$30.00.
34 He stated looking at letter (f) where the coop and enclosure must be screened from the neighbor’s
35 view using an opaque fence; if he is on his back porch and the neighbor puts the coop 25 feet from
36 the fence it would not be screened from his view it would be in the middle of his view so it would be
37 better with the standard setback so he would not have to see it. He stated he can support the first
38 ordinance but, not the amended one.

39
40 Commissioner Herzberg asked if a building permit is required then the Building Official is in charge
41 of it and the Building Official goes out to inspect but, if there is no building permit required then
42 Code Enforcement goes out. Mr. Baker replied that is true except, a Building Inspector would go
43 out instead of the Building Official.

44
45 Mayor Masiarczyk asked about Sec. 14-281 (2) where it states there will be a \$25.00 fee for the
46 special permit and initial inspection and Commissioner Nabicht replied that had been removed in his
47 amended motion and there would only be a building permit fee. Mr. Baker suggested leaving it the

1 same but, change the verbiage to “\$30.00 for a building permit” if the Commission decided to go
2 with this and that way the fee schedule will be set.

3
4 Commissioner Nabicht explained the responsibilities of the Code Enforcement Officer and the
5 Building Official. He stated he is not for the ordinance but, is willing to try to find some
6 compromise. He stated lastly this is a trial period for one (1) year and that he had asked for some
7 measure of success or failure of the program to be included in the ordinance and it was not
8 addressed.

9
10 Commissioner Honaker stated he is looking for measurable data as some perceive there will be
11 problems and other perceive there will not be any problems and the more this is discussed the
12 muddier the water becomes. He suggested calling for the vote on the amended motion and if it fails
13 then vote on the original ordinance.

14
15 Mayor Masiarczyk opened the public hearing.

16
17 1) Nancy Sutton, 3255 Riverhead Drive, Deltona, spoke in favor of allowing chickens in
18 residential areas.

19
20 2) Jim Pescha, 1120 N. Old Mill Drive, Deltona, spoke in favor of allowing chickens in
21 residential areas.

22
23 3) Beth Bechir, 1388 W. Wellington Ave., Deltona, spoke in favor of allowing chickens in
24 residential areas.

25
26 4) Wayne Elam, 2449 Derby Drive, Deltona, spoke in favor of allowing chickens in residential
27 areas but, he wanted to confirm whether the building permit required having engineered drawings.

28
29 Mayor Masiarczyk stated the Acting City Manager already answered that question but, once he gets
30 direction from the Commission he will formulate a list of rules, regulations and the process on how
31 to apply them.

32
33 5) Anthony Cassata, 1891 Sweet Water Bend, Deltona, spoke in favor of allowing chickens in
34 residential areas.

35
36 6) Gail Barr, 555 Dustin Terrace, Deltona, spoke against allowing chickens in residential areas.

37
38 7) Abby Marion, 1001 Marion Drive, Deltona, spoke in favor of allowing chickens in
39 residential areas.

40
41
42 8) Libby Allen, 1801 Harbinger Terrace, Deltona, spoke in favor of allowing chickens in
43 residential areas.

44
45 9) Jessica Austin, 1662 Bamboo Ct., Deltona, spoke in favor of allowing chickens in residential
46 areas.

47

1 10) Donna Sorrell, 1691 Britton Circle, Deltona, spoke in favor of allowing chickens in
 2 residential areas.

3
 4 Mayor Masiarczyk closed the public hearing.

5
 6 Mayor Masiarczyk stated the motion that is before the Commission is the motion as proposed by
 7 Commissioner Nabicht and he would like Mrs. Vose to confirm that as proposed under Sec. 14-281
 8 (2) the special permit fee would be eliminated, letter (h) would change the setback to 25 feet and
 9 letter (i) would require a building permit. Mrs. Vose replied that is the way she heard the motion.

10
 11 **Motion failed with members voting as follows.**

12		
13	Commissioner Herzberg	Against
14	Commissioner Honaker	Against
15	Commissioner Nabicht	For
16	Commissioner Smith	Against
17	Commissioner Soukup	Against
18	Vice Mayor Schleicher	For
19	Mayor Masiarczyk	Against
20		

21 **Motion by Commissioner Honaker, seconded by Commissioner Smith to approve the**
 22 **ordinance as written in the agenda.**

23
 24 Vice Mayor Schleicher stated she wanted to reiterate that a standard lot size is 85 feet by 125 feet
 25 and a 4 foot setback is not very far from surrounding neighbors.

26
 27 Becky Vose read the title of Ordinance No. 02-2015.

28
 29 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 14,**
 30 **“ANIMALS,” BY ADDING ARTICLE VII “CHICKENS” PROVIDING FOR A ONE YEAR**
 31 **TRIAL PERIOD FOR THE ISSUANCE OF A LIMITED NUMBER OF SPECIAL PERMITS**
 32 **WHICH ALLOW THE KEEPING OF CHICKENS IN LIMITED NUMBERS AND UNDER**
 33 **SPECIFIC CONDITIONS, PROVIDING FOR CONFLICTS, CODIFICATION,**
 34 **SEVERABILITY AND FOR AN EFFECTIVE DATE.**

35
 36 **Motion carried unanimously with members voting as follows: Commissioner Herzberg, For;**
 37 **Commissioner Honaker, For; Commissioner Nabicht, For; Commissioner Smith, For;**
 38 **Commissioner Soukup, For; Vice Mayor Schleicher, For; and Mayor Masiarczyk, For.**

39
 40 Ordinance No. 02-2015 was adopted at 8:14 p.m.

41
 42 Mayor Masiarczyk asked those in attendance to help educate the public on the requirements of the
 43 ordinance and if there are complaints it will affect everyone.

44
 45 **10. OLD BUSINESS:**

46
 47 Commissioner Nabicht asked if there was an update regarding the Senior Center and Mr. Baker replied
 48 staff has met with the architect, staff has the floor plans for the facility in DeLand and are waiting for

1 the floor plans from Winter Park and DeBary, and he has received input from five (5) of the
 2 Commissioners which will be compiled and sent to the architect.

3
 4 Mayor Masiarczyk asked that the two (2) Commissioners who have not turned in their 10 requests and
 5 now is the chance to put it in.

6
 7 **11. NEW BUSINESS:** None.

8
 9 **12. CITY ATTORNEY COMMENTS:** None

10
 11 **13. CITY MANAGER COMMENTS:** None

12
 13 **A. Lobbyist Update:** None.

14
 15 Mayor Masiarczyk thanked Commissioner Herzberg who is the Commission's liaison to the Volusia
 16 League of Cities and that Marilyn Crotty is doing a good job in sending out information to everyone
 17 that is worth reading.

18
 19 **14. CITY COMMISSION COMMENTS:**

20
 21 a) Commissioner Soukup stated some of the concerns that were brought up at the last meeting
 22 regarding the cost of watering the medians were addressed by Mr. Baker who had the service turned off
 23 which will save the City some money. He stated the remaining medians are under Deltona Water which
 24 do not have the same issue. He stated he spoke to Mr. Baker about Newmark Blvd. being repaved and
 25 the lines not lining up, it looking like the sprayer got stuck, and he does not understand why that is
 26 acceptable. He stated he attended the Deltona Business Association meeting, he learned a lot, there are
 27 a lot of needs and he suspects the group will be coming before the Commission with a lot of different
 28 things in the future.

29
 30 b) Commissioner Herzberg asked residents who are watching the Commission meeting on the new
 31 Bright House Channel 491 and is having any issues with it to please contact staff so it can be addressed.
 32 Mayor Masiarczyk stated the issue is with the new HD boxes and that residents can contact Bright
 33 House who will go to the home and fix the problem.

34
 35 Commissioner Herzberg stated she wanted the Commission to address the issue brought up by Ms.
 36 Canfield and Ms. Tirado at the Publix plaza on Saxon Blvd. by looking into vagrancy, public
 37 intoxication, and panhandling ordinances to put in place. She asked Mr. Baker if he had looked into the
 38 Commission's request for a grant writer and Mr. Baker replied he has met with her, the Purchasing
 39 Manager and the Contracts Administrator to see if the City can piggyback off another City's agreement.
 40 Commissioner Herzberg stated she sees a lot of things slipping by that the City does not get involved in
 41 because it does not have a grants writer.

42
 43 c) Vice Mayor Schleicher stated she was not totally against the ordinance having to do with
 44 backyard chickens, she hoped staff does not hear any complaints, that the chicken coops do not look
 45 "tacky" or rundown, and that she is counting on those people who have chickens to maintain them. She
 46 stated she and the Mayor attended the Shabbat Across America and Canada which she was impressed
 47 with. She stated she attended the Daytona State College (DSC) listening session regarding what they
 48 want in a new president and she told them (as a resident) that one of the biggest characteristics a
 49 president needs to have is in communication, she suggested keeping the partnership with DSC that the

1 City has currently, she was surprised to hear from the students of DSC that there is a disconnect
2 between the Deltona campus and the main campus, there was discussion regarding students only being
3 able to take one (1) year of courses at the Deltona campus before having to go to the main campus and
4 the repercussions of it, the concern to keep students at the Deltona campus and providing transportation
5 to/from the college campuses, and that DSC is looking for more space. She stated after DSC she
6 attended the Deltona Business Association meeting.

7
8 d) Commissioner Nabicht stated last Monday night there was a workshop which was probably the
9 most important one that the Commission will have in its four (4) year term which was to go through the
10 process of finding a new City Manager. He stated one of the things that was disheartening was that
11 there was nobody from the public at the meeting and the residents that came out to support the
12 ordinance on backyard chickens have been relentless and were successful because they participated in
13 the process. He stated on March 31st and April 1st the Commission will be conducting skype interviews
14 with the candidates and these have been scheduled to try and get some public participation but, the
15 public will not be able to ask any questions of the candidate. He stated the Commission needed the
16 public to be a part of this process and he cannot stress enough the importance of this process. He stated
17 one of his family members came by City Hall who was the recipient of a liver transplant which saved
18 his life and the Mayor recognized him as being a successful transplant recipient in an attempt to call the
19 attention to the importance of organ donation. He encouraged residents when visiting the Flow Mobile
20 at City Hall to become part of the organ donor program which will appear on their driver's license.

21
22 e) Commissioner Honaker reminded those residents who will be having chickens to make sure that
23 all the requirements are met and that everyone is following the rules so at the end of the trial period
24 there is a good report. He stated his first quarterly meeting was advertised on the City website, the City
25 Newsletter, the City Facebook page and on his City business cards and he had a low turnout. He stated
26 during the quarterly meetings he will inform the residents of things going on in the City and he is also
27 looking for the resident's input, what they want the City to work on. He encouraged the residents to
28 participate in the process. He stated dual enrolment letters are being distributed by the schools which
29 will save students thousands of dollars because it is paid for by the schools, DSC and Bethune-
30 Cookman University are looking at having classes in the schools and possibly providing transportation.
31 He stated the Landmark Lodge is hosting the Citizenship and Community Celebration Day this
32 Saturday from 11:00 a.m. to 3:00 p.m. at 720 Apache Circle. He reminded everyone that every Friday
33 from 5:00 p.m. to 7:00 p.m. the Community Life Center hosts live music, kid's activities, and food for
34 families in need. He stated April is Water Conservation Month and reminded everyone to be mindful of
35 their water usage during planting season.

36
37 f) Commissioner Smith stated she attended the Deltona Business Alliance meeting, she was
38 impressed with the turnout and the enthusiasm of the group which she felt would be of great benefit to
39 the City as a sounding board of the folks that are directly impacted by some of the issues the City faces.
40 She stated that May 2nd is the Relay For Life event at Dewey O. Boster Park starting at a new time from
41 2:00 p.m. to 2:00 a.m. She encouraged everyone to come out and support the event and that the goal is
42 not only to raise funds for the American Cancer Society but, to make it an event that the City can be
43 proud of. She stated the community lost a real treasure, Jenny Hennigan, who was a teacher and athletic
44 director at Deltona High School years ago and recently was the Principal of All Souls Catholic Church
45 in Sanford. She stated her family owns Four B's in DeBary, she passed away last week and she is
46 sharing this because the family needs everyone's support and to keep her son Collin, husband Bobby,
47 and her extended family in our prayers.

48
49 g) Mayor Masiarczyk stated former Commissioner Ken Runge who has been battling with some

1 health issues was taken to the hospital today and Jack Courtney who worked 25 years with the Little
2 League, is a prior board member and former Marine is getting up there in years and could use some
3 cheering up. He stated every year he gets invited by Mr. & Mrs. Paul Barr with Congregation Beth
4 Shalom to the Shabbat Across America and Canada, it is at a different location each year, it is where all
5 the local synagogues meeting together to have one meeting and that Mrs. Barr is teaching him Hebrew.
6 He stated if residents cannot make it to the skype interviews with the six (6) candidates the Commission
7 selected for City Manager to at least try to attend the interviews with the final three (3) candidates.
8

9 Vice Mayor Schleicher and Commissioner Nabicht wished everyone a Happy St. Patrick's Day.
10

11 **14. ADJOURNMENT:**

12 There being no further business, the meeting adjourned at 8:41p.m.
13
14
15
16

17 _____
John Masiarczyk Sr., Mayor

18 **ATTEST:**
19
20
21

22 _____
Janet Day, Deputy City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - A
SUBJECT: Presentation - Super Star Student of the Month Certificates for March, 2015.

LOCATION:

N/A

BACKGROUND:

Superstar Student of the Month awards for March, 2015, will be presented to:

1. Deltona Lakes Elementary, Chandler Powers, 5th Grade
2. Discovery Elementary, Arianna Alvarez, 2nd Grade
3. Friendship Elementary, Lamarrio Mantilla, 5th Grade
4. Pride Elementary, Megan Sanford, 4th Grade
5. Spirit Elementary, Arianna Espinoza-Sanfilip, 3rd Grade
6. Sunrise Elementary, Kade Bower, 3rd Grade
7. Timbercrest Elementary, Paiton Perry, 2nd Grade
8. Deltona Middle, Jayson Taronji, 6th Grade
9. Galaxy Middle, Jose Calvillo, 7th Grade
10. Heritage Middle, Teresa Norton, 6th Grade
11. Deltona High. Madeline Passlev. 12th Grade

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

POTENTIAL

MOTION:

N/A - Presentation Only.

**AGENDA ITEM
APPROVED BY:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- Super Star Achievements March 2015

Super Star Students Read File – March 2015 presented on April 6, 2015.

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Mrs. Deborah Reese	Deltona Lakes Elementary	Chandler Powers	5th	<p>Chandler Powers, a 5th grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Excellent study skills; Chandler always strives to do his best in all areas, regardless of whether understanding of the material comes easily to him or with more difficulty. • Great role model; Chandler is a positive influence on his peers and models good behavior. • Chandler always shows respect to his teacher and classmates and is always willing to help others. • Chandler has also been nominated to participate at the National Youth Leadership Forum in Atlanta, Georgia.
Mrs. Woods	Discovery Elementary	Arianna Alvarez	2nd	<p>Arianna Alvarez, a 2nd grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • She is a hard worker and has excellent study skills. • Arianna is very helpful to her teacher, peers, and everyone in the classroom. • She has outstanding social skills.

Mrs. Watson	Friendship Elementary	Lamarrio Mantilla	5th	<p>Lamarrio Mantilla, a 5th grade student at Friendship Elementary, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • High academic achievement; Lamarrio is on the Honor Roll. • He is a Safety Patrol and very responsible in his duties. • Lamarrio is friendly and helpful to all; his smile lights up a room! • He is also very polite and respectful.
Mrs. Miller	Pride Elementary	Megan Sanford	4th	<p>Megan Sanford, a 4th grade student at Pride Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence and study skills. • Megan formed her own tutoring group after school to help students who are struggling with math skills (4 students attend every week). She creates her own math lesson plan and time sheets to organize her math group. She offers incentives and encourages her “students” to participate and learn the concepts they’re struggling with. • She is a peer tutor in our classroom. • Megan is a technology assistant.

Mrs. Holloway	Spirit Elementary	Arianna Espinoza-Sanfilip	3rd	<p>Arianna Espinoza-Sanfilip, a 3rd grade student at Spirit Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Arianna is always prepared with her books out and ready, before the lesson even begins. • Arianna has more than 120 reading counts points and is going strong. • She’s always challenging herself to do better, by taking home an extra math practice book to work on. She is the top student in almost all subjects. • She is super sweet and never lets anyone feel left out. During her free time you can always catch her helping other students or reading. • Arianna also helps out every chance she gets with classroom setup, like getting the pencils sharpened or passing out papers.
Mrs. Konieczny	Sunrise Elementary	Kade Bower	3rd	<p>Kade Bower, a 3rd grade student at Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence and excellent study skills. • Kade is responsible and an outstanding school citizen. • He is very helpful to her teacher, peers, and family. • Kade has outstanding thinking skills.
Ms. Rogalski	Timbercrest Elementary	Paiton Perry	2nd	<p>Paiton Perry, a 2nd grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Paiton is a role model to everyone in her class. • She has improved her academics from B’s to straight A’s. • Paiton is always kind and helpful to her peers and adults.

Deltona Middle	Deltona Middle	Jayson Taronji	6th	<p>Jayson Taronji, a 6th grade student from Deltona Middle School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Jayson is an exceptional student contributing to his classes and school community in numerous ways. • By tutoring other students outside of the classroom, several of his classmates have improved their math grades. • He is always ready to encourage a struggling student or someone looking like they need a friend. • Jayson is always willing to help.
Mr. Heller	Galaxy Middle	Jose Calvillo	7th	<p>Jose Calvillo, a 7th grade student from Galaxy Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Jose Calvillo, a 7th grader is being nominated by his Civics teacher, Mr. Heller. • He is always on time. • His grades in his classes are impeccable – He has maintained Honor Roll not only this year, but all last year at Galaxy as well. • He is incredibly fun to have in class. • Jose is remarkably kind and respectful to all of his peers and teachers. He introduces ideas that benefit the class while being courteous in how he does so. • Quote from Mr. Heller “I would be challenged to find another student as well-rounded and polite as Jose, and for this he has my nomination for superstar of the month.”

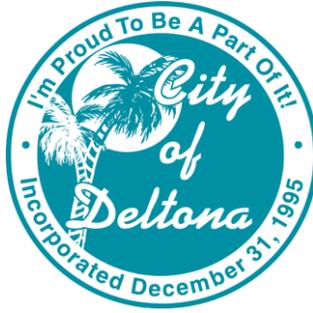
Heritage Middle School	Heritage Middle	Teresa Norton	6th	<p>Teresa Norton, a 6th grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Teresa has received straight A's all year. • She is responsible, helpful, and respectful to her teachers and peers. • Teresa cares for others with a friendly smile.
Mary Tillford	Deltona High	Madeline Passley	12th	<p>Madeline Passley, a 12th grade student from Deltona High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • She is a wonderful, straight A student who moved here from Missouri. • She has applied to Florida Gulf Coast and is waiting to hear about acceptance. • She plans to be a psychologist. • In spite of her disability, Madeline is doing a wonderful job as a senior at Deltona High School!



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Proclamation - Fair Housing Month - April 2015.

LOCATION:	City - Wide
BACKGROUND:	A Proclamation for Fair Housing Month. April 2015 marks the 47th Anniversary of the passing of the Fair Housing Act of 1968, which guarantees fair housing opportunities to all Americans. Presented by Planning & Development Services Director, Chris Bowley.
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:	<hr/> Dale Baker, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Fair Housing Month Proclamation



WHEREAS, April 2015 marks the 47th anniversary of the passing of the Fair Housing Act of 1968, which guarantees fair housing opportunities to all Americans; and

WHEREAS, individuals of the City of Deltona have the right to choose where to live without discrimination based on race, color, religion, national origin, sexual orientation, familial status and disability; and

WHEREAS, federal and state laws affirm the right of every person to equal housing; and

WHEREAS, economic stability, community health, and human relations in our community are improved by diversity and integration; and

WHEREAS, the City of Deltona is proud of its efforts to further fair housing for all residents and recognize that this can only be accomplished through forging partnerships with individuals, for profit and non-profit organizations, the corporate community, and others.

NOW THEREFORE, we, the Mayor and Commission of the City of Deltona, Florida, do hereby proclaim April, 2015, as

“Fair Housing Month”

in the City of Deltona, Florida, and we encourage all agencies, institutions and individuals, public and private, to recognize, celebrate and abide by the spirit and letter of the Fair Housing Law.

EXECUTED this 6th day of April, 2015.

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - A
SUBJECT: Request for approval of the William S. Harvey Deltona Scholarship Advisory Board's recommendation to add Reverend Donald Herchenroder and Former Commissioner Lucille Wheatley to the Wall of Fame.

LOCATION:

N/A

BACKGROUND:

At the Regular City Commission Meeting on November 19, 2012, Mayor Masiarczyk suggested that the William S. Harvey Deltona Scholarship Advisory Board take over the Wall of Fame nominations and selection process, with results and recommendations presented to the Commission for approval and the Commission concurred.

At the last meeting of the William S. Harvey Deltona Scholarship Advisory Board held on Thursday, March 19, 2015 the Board recommended the Wall of Fame nominees Reverend Donald Herchenroder and Former Commissioner Lucille Wheatley to be submitted to the City Commission for approval.

The Board did receive and review information provided for nominee Jack Hyott, however, the Board felt that there was not enough information to recommend that this nominee be approved for the Wall of Fame at this time but, should more information become available the Board would review the information and reconsider the nomination.

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION

PRESENTED BY:

Joyce Raftery, City Clerk - That the City Commission consider the William S. Harvey Deltona Scholarship Advisory Board's recommendations to add Reverend Donald Herchenroder and Former Commissioner Lucille Wheatley to the Wall of Fame.

POTENTIAL MOTION:

"I move to accept the William S. Harvey Deltona Scholarship Advisory Board's recommendations to add Reverend Donald Herchenroder and Former Commissioner Lucille Wheatley to the Wall of Fame."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- Nominee - Former Commissioner Lucille Wheatley
- Nominee - Reverend Donald Herchenroder



City of Deltona
Wall of Fame Nominee

Full Name: Lucille M. WHEATLEY
Address: 2409 LAREDO DRIVE (DELTONA, FL. 32738)
Telephone: 386 532-0478

How long has the nominee been a resident of Deltona? 26 years

Describe in detail, the contributions of the nominee during his/her association with the activity or activities for which they are being nominated.

Mrs. Wheatley is one of the first Commissioners. She was the organizer of the Dr. Martin Luther King weekend celebrations and held the post for 13 years. She also incorporated the Juilli Wheatley Scholarship Award Association and have awarded 26 students \$1000.00 each.

Is the nominee still associated with the activity?

The Juilli Wheatley Scholarship Award Association in 2007 and Mrs. Wheatley, the president is still associated with the activity.

How has the nominee impacted the quality of life in Deltona?

She impacted the quality of life in Deltona while sitting as a Commissioner whose power was based on working very hard for the residents of the City of Deltona. She was always ready to defend the rights and needs of the residents.

Why do you feel this person deserves to be on the Deltona Wall of Fame?

Mrs. Wheatley is 87 years old, have given her service to Deltona. At her age she is still making a difference by working hard to give college bound students a \$1000.00. She feels that she is willing to help the children of Deltona.

Name and telephone number of potential contacts for additional information re: nominee:

TURNBULL
MRS. LEONA TURNBULL 386 432-0082
MR. RANDOLPH HARRIS 386 214-7867
DR. RICHARD RHODES 386 860-3485
XIS. MARY (ALLEN) ALLEN 386 717-1773

Nominated by: ROSETTA WILLIAMS Phone #: 407 923-8584

Attach additional information, if necessary.

City of Deltona

PROFILE OF WALL OF FAME NOMINEE

NAME: Lucille M. WHEATLEY
 YEAR MOVED TO DELTONA: 1988
 MOVED FROM: LAURELTON, NEW YORK
 OCCUPATION/EMPLOYER: SOCIAL WORKER City of NEW YORK
DEPARTMENT OF CORRECTION

CONTRIBUTION TO COMMUNITY (Reason for Nomination):

MRS. WHEATLEY TO DELTONA TO RETIRE.
RATHER THAN DOING SHE JUMPED INTO ACTION. THE
CITY COMMISSIONER, DR KING WEEKEN CELEBRATION,
THE SCHOLARSHIP PROGRAM, AND MEMBER OF
MANNY ORGANIZATION. AT AGE 87 SHE IS
DESERVING SOME RECOGNITION.

SUCCESS OF CONTRIBUTION:

SHE STARTED THE SCHOLARSHIP PROGRAM
AND HAVE AWARDED 26 STUDENTS \$1000.00
IT IS A SMALL ORGANIZATION, SHE IS
ABLE TO RAISE AND AWARD A LARGE AWARD.
SHE IS THE SECOND COMMISSIONER WHO IS
DOING SOMETHING FOR THE COMMUNITY AFTER
LEAVING OFFICE BY TERM LIMIT.

HOW HAS THIS IMPACTED THE QUALITY OF LIFE IN DELTONA?

IT HAS IMPACTED THE QUALITY OF LIFE FOR
THE STUDENTS WHO ARE ABLE SOME
SMALL ITEMS WHEN ENTERING COLLEGE.
THEY LEARN THAT IT IS PROCESS THAT MUST
BE ACCURELY COMPLETED TO BE QUALIFIED
TO MEET THE BOARD OF DIRECTORS DECISION.

PROFILE COMPLETED BY: ROSETTA WILLIAMS

NEW NOMINATION

9th. Wendy

No. 0335



City of Deltona Wall of Fame Nominee

Full Name: Rev. Donald J. Herchenroder

Address: 1067 W. Hancock Dr.

Telephone: 386 574-1005

How long has the nominee been a resident of Deltona? Since 1968 (46 yrs.)

Describe in detail, the contributions of the nominee during his/her association with the activity or activities for which they are being nominated.

Pastored Faith Baptist Church
Founded Deltona Christian School

Is the nominee still associated with the activity? Yes
as Pastor Emeritus

How has the nominee impacted the quality of life in Deltona?

Provided an atmosphere for caring for
the needs of our community

Why do you feel this person deserves to be on the Deltona Wall of Fame?

He has served tirelessly and relatively
un-recognized for many years.

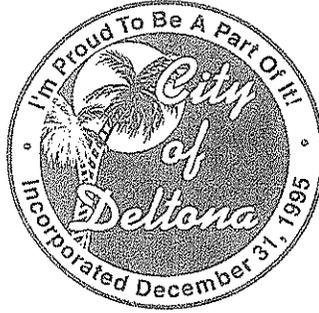
Name and telephone number of potential contacts for additional information re: nominee:

Byron Herchenroder 386-216-5425

Nominated by: Mayor John Masiarczyk Phone #: 386-878-8860

Attach additional information, if necessary.

Nov 11, 2014 1:56PM



WHEREAS, Reverend Don Herchenroder and Pat Heinzl were married on August 6, 1951; and

WHEREAS, Reverend Don and Pat Herchenroder moved to the City of Deltona from Kingsport, Tennessee 43 years ago; and

WHEREAS, Reverend Don Herchenroder was the first Pastor for, and retired from the First Baptist Church of Deltona; and

WHEREAS, Reverend Don and Pat Herchenroder's children, relatives and friends are all proud of their many accomplishments while serving as an inspiration to all; and

WHEREAS, on August 6, 2011 Reverend Don and Pat Herchenroder will celebrate their 60th wedding anniversary.

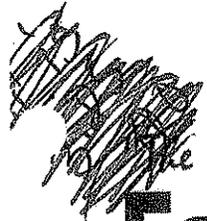
NOW THEREFORE, We, the Mayor and City Commissioners of Deltona, Florida, do hereby congratulate Reverend Don and Pat Herchenroder for reaching such an outstanding milestone in their lives and proclaim August 6, 2011 as

“Reverend Don and Pat Herchenroder Day”

EXECUTED, this 6th day of August, 2011.

John Masiarczyk, Mayor

Search 



The Friendly Church That Cares" Faith Baptist Church of Deltona



Sunday School Service
9:45am
Sunday Worship Service
11:00am
Sunday Evening Service
7:00pm

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[Home](#) > Church Directory

Pastor



Byron J. Herchenroder

Pastor Emeritus



Donald J. Herchenroder

Deacon



Ferrel Schirmscher

Deacon



Neil Whitwam

Deacon



Sam Harman

Secretary



Bev Herchenroder

Head of Ushers



Zach Hunter

Sunday School Director

Doug Skiver

Choir Director

Pat Herchenroder

Faith Baptist Church of Deltona
1200 Providence Blvd.
Deltona, Fl 32725
386-574-1911

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City of Deltona

PROFILE OF WALL OF FAME NOMINEE

NAME: Rev. Donald J. Herchenroder

YEAR MOVED TO DELTONA: _____

MOVED FROM: _____

OCCUPATION/EMPLOYER: _____

CONTRIBUTION TO COMMUNITY (Reason for Nomination):

SUCCESS OF CONTRIBUTION:

HOW HAS THIS IMPACTED THE QUALITY OF LIFE IN DELTONA?

PROFILE COMPLETED BY: _____



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - B
SUBJECT: Request for approval of recommendations for scholarship awards from the William S. Harvey Deltona Scholarship Advisory Board.

LOCATION:

N/A

BACKGROUND:

The William S. Harvey Deltona Scholarship Advisory Board met on March 19, 2015, and selected 19 applicants to receive the 2014/2015 scholarship awards. The selections were based on the following criteria: 1) financial need; 2) academic achievement; 3) school; 4) community and/or leadership activities; 5) special skills and/or talents; and 6) an essay of 500 to 750 words.

As you are aware, the FY 14/15 budget included an amount of \$28,000 for scholarship awards based on anticipated revenue from recyclables.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

Recycling Funds.

COST:

\$28,000

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

Dale Baker, Acting City Manager - To approve the City of Deltona William S. Harvey Deltona Scholarship award recipients as recommended by the Board.

POTENTIAL MOTION:

"I move to approve the 2014/2015 William S. Harvey Scholarship recipients as presented by the William S. Harvey Deltona Scholarship Advisory Board."

**AGENDA ITEM
APPROVED BY:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- 2014-2015 Scholarship Ranking Sheet

William S. Harvey Deltona Scholarship Awards - Fiscal Year 2014-2015

Scholarship Applicants			Ranking - Sorted Highest to Lowest (March 19, 2015)									
Last Name	First Name	School	Alcantara	Burbank	Dawson	Lightbody	Meeks	Moore	Raimundo	Sub	Final	Award
Gbadamosi	Adebisi	University H.S.	97	98	100	89	90		90	564.00	94.00	\$ 3,000.00
Duque	Marilu	Deltona H.S.	95	97	95	96	90		88	561.00	93.50	\$ 2,000.00
Marion	Abby	University H.S.	94	99	87	91	95		92	558.00	93.00	\$ 2,000.00
Brown	Cory	Deltona Christian S	89	95	100	84	95		92	555.00	92.50	\$ 2,000.00
Rivera	Antonio	Pine Ridge H.S.	91	83	100	85	95		94	548.00	91.33	\$ 2,000.00
Hansen	Chancellor	Pine Ridge H.S.	97	94	90	88	89		90	548.00	91.33	\$ 2,000.00
Gay	Kylie	Florida State Univ	90	92	100	78	95		85	540.00	90.00	\$ 2,000.00
Oretsky	Alexandra	Florida State Univ	88	91	100	88	85		88	540.00	90.00	\$ 2,000.00
Vidal	Veronica	Deltona H.S.	84	97	100	80	90		85	536.00	89.33	\$ 1,000.00
D'Errico	Sierra	Pine Ridge H.S.	88	85	87	84	95		88	527.00	87.83	\$ 1,000.00
Williams	Charnese	Pine Ridge H.S.	86	93	90	86	87		80	522.00	87.00	\$ 1,000.00
Hardwick	Alexa	Rollins College	82	66	100	90	90		90	518.00	86.33	\$ 1,000.00
Knowles	Mariah	University H.S.	92	68	93	87	90		83	513.00	85.50	\$ 1,000.00
Villalobos	Jose	University H.S.	89	74	90	82	90		88	513.00	85.50	\$ 1,000.00
McNabb	Renee	Pine Ridge H.S.	77	90	95	83	85		81	511.00	85.17	\$ 1,000.00
Gomez	Tiffany	Florida Internationa	86	82	85	77	90		88	508.00	84.67	\$ 1,000.00
Mitchell	Katelyn	UCF	81	71	95	80	85		95	507.00	84.50	\$ 1,000.00
Castro	Jorge	Trinity Christ. H.S.	78	86	85	90	90		75	504.00	84.00	\$ 1,000.00
Carrasquillo	Gabriela	Pine Ridge H.S.	79	88	100	78	76		82	503.00	83.83	\$ 1,000.00
Lindell	Marcie	Daytona State Coll.	86	76	87	85	86		81	501.00	83.50	
Rioux	Sidney	Deltona H.S.	84	72	75	85	90		95	501.00	83.50	
Khwaja	Eisa	Daytona State Coll.	75	83	91	76	88		87	500.00	83.33	
Duran	Eric	Florida Internationa	77	99	75	72	95		80	498.00	83.00	
Felix	Jaelen	University H.S.	79	80	95	80	78		82	494.00	82.33	
Semper	Aiana	University H.S.	67	91	90	85	86		73	492.00	82.00	
Patel	Kruti	Deland H.S.	79	78	70	92	81		90	490.00	81.67	
Bertini	Melissa	UCF	78	91	100	90	80		50	489.00	81.50	
Mundy	Jac'Mara	University H.S.	88	75	87	78	82		79	489.00	81.50	
Sanchez	Marcos	Deltona H.S.	78	64	90	79	87		90	488.00	81.33	
Rodriguez-Garcia	Angeliz	Deltona H.S.	88	90	70	82	80		71	481.00	80.17	
Alvarado	Yanely	Deltona H.S.	94	97	60	63	86		80	480.00	80.00	
Payan	Ali	UCF	81	63	80	74	88		90	476.00	79.33	
Coffey	Morgan	Pine Ridge H.S.	82	65	75	77	90		84	473.00	78.83	
Long	Taylor	Pine Ridge H.S.	81	68	90	77	85		72	473.00	78.83	
Tegge	Megan	Deltona H.S.	75	66	90	75	84		80	470.00	78.33	
Kinser	Sean	Pine Ridge H.S.	76	60	85	74	93		78	466.00	77.67	
Olasimbo	Olajumoke	UCF	71	56	100	61	85		86	459.00	76.50	
Dunlap	Kashiana	Pine Ridge H.S.	76	84	70	69	82		74	455.00	75.83	
Zacarias	Rosalyn	University H.S.	77	74	75	69	81		74	450.00	75.00	
Medina	Emily	New Smyrna Bch H	74	59	72	71	83		87	446.00	74.33	
Leslie	Amy	University of FL	73	51	83	86	73		70	436.00	72.67	
Langrick	Ashton	Florida State Univ	69	48	85	77	85		70	434.00	72.33	
Carbonell	Casey	Deltona H.S.	53	60	98	67	81			359.00	71.80	
Leisen	Melanie	Deltona H.S.	68	60	75	75	82		70	430.00	71.67	
Noboa	Olivia	Deltona H.S.	75	60	65	74	80			354.00	70.80	
Cepeda	Destiny	Deltona H.S.	63	82	74	47	79		75	420.00	70.00	
Mericle	Sarah	Deltona H.S.	59	56	82	70	82		70	419.00	69.83	
Kesby	Stephanie	Pine Ridge H.S.	70	54	70	56	85		80	415.00	69.17	
Brown	Sheryl	Suny Delhi College	62	76	70	45	75		73	401.00	66.83	
Love	Kory	Deltona H.S.	50	60	65	63	75		70	383.00	63.83	
William	Michael	GED	68	56	70	57	45		60	356.00	59.33	
Alvarez	Priscilla	Pine Ridge H.S.	0	0	0	0	0	0	0	0.00	0.00	
Alvarez	Anthony	Pine Ridge H.S.	0	0	0	0	0	0	0	0.00	0.00	
Escobar	Cesar	University H.S.	0	0	0	0	0	0	0	0.00	0.00	
Masters	Jaymi	Pine Ridge H.S.	0	0	0	0	0	0	0	0.00	0.00	
Mendez	Luis	UCF	0	0	0	0	0	0	0	0.00	0.00	
Pizza	Joseph	UCF	0	0	0	0	0	0	0	0.00	0.00	
Mejia	Isaiah	Pine Ridge H.S.	0	0	0	0	0	0	0	0.00	0.00	

\$ 28,000.00

Missing information
Lives outside Deltona



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - C
SUBJECT: Request for approval of the City of Deltona FY 2015 HOPWA Grantee Re-Designation Agreement.

LOCATION:

Citywide

BACKGROUND:

The City of Deltona qualifies as an 'entitlement community', as defined by the U.S. Department of Housing and Urban Development (HUD). Through this designation, it receives HUD funding to address community/area need, such as the Community Development Block Grant (CDBG) and the Housing Opportunities for Persons with AIDS (HOPWA) grants.

The CDBG grant is administered by the City's Housing and Community Development Section and addresses community needs, such as financial assistance to non-profit organizations (i.e. the Boys and Girls Club of Deltona and the Council on Aging); as well as for parks projects, stormwater management facilities, and home repair. This money is managed and utilized solely within Deltona and for FY 2015, the CDBG allocation is \$449,626.

HOPWA funds are established by the Ryan White CARE Act to be regionally distributed to administer assistance for persons with AIDS. Beginning last year, the City was allocated HOPWA funds to be applied throughout the the Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area (MSA) that encompasses all of Volusia County. Specifically, the Health Planning Council of Northeast Florida is the health agency for Area 12, which includes our MSA, as well as Flagler County. For FY 2015, the MSA is designated to receive \$373,946.

Last year, the City re-designated the FY 2014 HOPWA funds to the Florida Department of Health (Health Department), since the Health Department typically operates those funds and petitioned for the re-designation. Most importantly, persons needing care in Area 12 received

assistance last year. The attached agreement requests that the re-designated funds are given priority to Area 12. In going forward, City staff will work with the City's AHAC to create a policy for future HOPWA allocations, if received.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

HUD HOPWA Funds

COST:

N/A

REVIEWED BY:

Planning Director, Finance Director, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve the City of Deltona Fiscal Year 2015 HOPWA Grantee Re-Designation Agreement with HUD and the Florida Department of Health.

POTENTIAL MOTION:

"I move to approve the City of Deltona Fiscal Year 2015 HOPWA Grantee Re-Designation Agreement with HUD and the Florida Department of Health."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- HUD FY 2015 HOPWA Re-Designation Agreement
- HUD FY 2015 Allocation Letter 021015

**CITY OF DELTONA FISCAL YEAR 2015
HOPWA GRANTEE RE-DESIGNATIONS AGREEMENT**

The City of Deltona elects to re-designate the Fiscal Year 2015 HOPWA grantee funds for the Deltona, Florida Metropolitan Statistical Area (MSA) to the State of Florida, Department of Health. The State of Florida, Department of Health is the designated grantee and recipient of the HOPWA funds for services benefiting clients within their service area that includes Volusia and Flagler Counties.

The City of Deltona hereby relinquishes complete responsibility for grant management activities and administrative oversight for said Deltona MSA Fiscal Year 2015 HOPWA funds to the State of Florida, Department of Health, effective immediately. The State of Florida, Department of Health also accepts the designation to receive HOPWA funds on behalf of the Deltona MSA client, effective for the Federal Fiscal Year 2015.

The U.S. Department of Housing and Urban Development (HUD) acknowledges this re-designation and shall incorporate the HOPWA fund allocation for the Deltona MSA into the State of Florida, Department of Health allocation as one grant for the Federal Fiscal Year 2015.

CITY OF DELTONA

BY: _____
JOHN C. MASIARCZYK, SR.
MAYOR

DATE: _____

ATTEST:

JOYCE RAFTERY, CMC,
CITY CLERK

APPROVED AS TO FORM:

DATE: _____
GRETCHEN R.H. VOSE, ESQ.,
CITY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF HEALTH

BY: _____ DATE: _____
CELESTE PHILIP, MD, MPH
DEPUTY SECRETARY FOR HEALTH

UNITED STATES OF AMERICA, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

BY: _____
GARY A. CAUSEY
CPD DIRECTOR

DATE: _____



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

February 10, 2015

The Honorable John C. Masiarczyk Sr.
Mayor of Deltona
2345 Providence Blvd
Deltona, FL 32725-1806

Dear Mayor Masiarczyk,

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2015, allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special populations across the country. President Obama signed Public Law 113-235 on December 16, 2014, which includes FY 2015 funding for these programs. Your jurisdiction's FY 2015 available amounts are:

Community Development Block Grant (CDBG)	\$449,626
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons with AIDS (HOPWA)	\$373,946
Emergency Solutions Grants (ESG)	\$ 0

This letter highlights several important points related to these programs. First, Secretary Julián Castro is committed to making HUD the "Department of Opportunity" and is establishing a number of initiatives intended to achieve that goal. In 2015, we are celebrating the 50th anniversary of the Department's establishment and these initiatives will build on HUD's mission to promote homeownership, support community development, and increase access to affordable housing free from discrimination. The Department looks forward to working with grantees on these key goals and urges you to review the entire plan at: <http://portal.hud.gov/hudportal/HUD?src=/hudvision>

Second, HUD recommends that grantees effectively plan and implement programs that leverage these critical Federal financial resources to achieve the greatest possible return for the communities and individuals they are intended to assist. If you would like assistance from CPD in redesigning, prioritizing or targeting your programs, either you or the head of the agency that administers your program may request technical assistance through your local CPD Director.

Third, HUD urges grantees to consider using CDBG funds, to the extent possible, to support investments in predevelopment activities for infrastructure and public facilities activities. A Presidential Memorandum (<http://www.whitehouse.gov/the-press-office/2015/01/16/presidential-memorandum-expanding-federal-support-predevelopment-activit>) issued January 16, 2015, instructed federal agencies to expand support for predevelopment activities and HUD will be sending CDBG grantees a separate letter detailing this initiative and outlining key predevelopment principles.

Fourth, HUD encourages grantees to use funds from all CPD programs to work towards the goals of *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*. Specifically, with the increase in the FY 2015 ESG allocation nationally, HUD expects that communities will allocate as much of their ESG funds for Rapid Re-housing activities as possible, to end homelessness for more individuals and families living on the streets and in shelters.

Finally, the Integrated Disbursement and Information System (IDIS), which is HUD's financial and data system for managing these formula programs, will no longer commit and disburse grant funds on a first-in first-out (FIFO) basis beginning with the FY 2015 grants. Going forward, FY 2015 and future grants will be committed and disbursed on a grant specific basis and HUD will provide further guidance on this change in the near future.

The Office of Community Planning and Development looks forward to working with you in partnership to successfully meet the challenges we face. Please contact your local CPD office if you or your staff has any questions or comments.

Sincerely,



Cliff Taffet
General Deputy Assistant Secretary



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - D
SUBJECT: Request for approval of Grant Application for Residential Construction Mitigation Program (RCMP) funding through the Florida Division of Emergency Management.

LOCATION:

Low to Moderate income residents of Deltona.

BACKGROUND:

On March 6, 2015; Staff attended an informational meeting held by FEMA in Ormond Beach regarding the upcoming availability of funding in the referenced program. The City may apply for \$150,000 to spend over a two year period of time to be used for hurricane mitigation retrofits to prevent losses, reduce the cost of disasters and reduce the cost of rebuilding after a disaster.

This program will assist with the preservation of existing housing stock by facilitating the systemic rehabilitation of properties with retrofits that are needed to tie together all aspects of wind mitigation to the maximum degree possible. Example activities include the replacement of roof sheathing, replacement of roof covering, installation of window and door opening protection; anchoring of wall or floor units, etc.

When the Notice of Funding Availability is opened up for the application period the amount of time allowed to submit an application will be very short, thus staff wants to be proactive in gaining Commission support for this project. The Grants Coordinator has started writing the application already.

This program does not require a City Match, though staff time (from Planning and Development Services and Finance) charged to the general fund will be necessary to carryout this program. The program is a reimbursement based program, as such the City would expend the money and FEMA would reimburse us on a quarterly basis. We estimate the total cost of the program to be \$150,000; of this FEMA will reimburse the City the

entire \$150,000. The money will not be awarded and encumbered by FEMA until July 1st 2015, we will budget the program in the 15/16 budget year.

ORIGINATING DEPARTMENT:

Finance

SOURCE OF FUNDS:

FEMA and General Fund

COST:

\$150,000

REVIEWED BY:

Planning Director, Finance Director, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, Planning and Development Director - That the Commission approve submitting an application for the FEMA Residential Construction Mitigation Program grant funding and to authorize the Acting City Manager or his designee to enter into the grant agreement and make minor changes to the proposed grant program.

POTENTIAL MOTION:

"I move to approve submitting an application for the FEMA Residential Construction Mitigation Program grant funding and to authorize the Acting City Manager or his designee to enter into the grant agreement and make minor changes to the proposed grant program."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- Resolution No. 2015-09

RESOLUTION NO. 2015-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF DELTONA, FL OR HIS DESIGNEE, TO APPLY FOR AND TO FILE SUCH DOCUMENTS AS MAY BE REASONABLY REQUIRED FOR THE AVAILABLE RESIDENTIAL CONSTRUCTION MITIGATION COMPETITIVE GRANT PROGRAM FOR A MAXIMUM GRANT OF \$150,000 FROM THE 2015-2016 FLORIDA EMERGENCY MANAGEMENT AGENCY (FEMA); PROVIDING THAT THE CITY MANAGER OR HIS DESIGNEE SHALL BE AUTHORIZED TO EXECUTE THE GRANT AWARD AGREEMENT AND TO TAKE ALL NECESSARY ACTIONS, INCLUDING, BUT NOT LIMITED TO EXTENSIONS OF TIME, LINE-ITEM BUDGET AMENDMENTS, AND PROGRAM MODIFICATIONS, TO IMPLEMENT SAID PROGRAMS IF AND WHEN FUNDING IS APPROVED; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Manager of the City of Deltona, Florida or his designee is hereby authorized and directed to apply for and to file such documents as may be reasonably required for available Residential Construction Mitigation Program grant funds in an estimated amount of \$150,000 and to take appropriate actions to execute the grant award agreement and to take all necessary actions, including, but not limited to extensions of time, line-item budget amendments, and program modifications to implement approved programs with regard to the Residential Construction Mitigation Program; and

WHEREAS, The City Commission finds and determines that it is in the best interests of the citizens and residents of the City for the City Manager or his designee to execute the grant award agreement and to take all necessary actions, including but not limited to extensions of time, line item budget amendments, program modifications and reporting as required by the Florida Division of Emergency Management; and

WHEREAS, the proposed project for the RCMP Application known as the Deltona Mitigation Program; will provide for low to moderate income families (using the State SHIP guidelines) repairs and retrofits of owner occupied homes that would limit damage to the home during a hurricane or tropical storm. These repairs/retrofits would include: impact resistant

City of Deltona, Florida
Resolution No. 2015-09
Page 2 of 2

windows, roof replacement, roof tie down, roof sheathing, exterior door and garage door hardening; and

WHEREAS, the total cost of the project is \$150,000, of which there is no required City match.

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

SECTION ONE. That the City Commission of the City of Deltona does hereby support the RCMP Grant Application for the Deltona Mitigation Program for low to moderate income families.

SECTION TWO. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

SECTION THREE. This resolution shall become effective immediately upon its final adoption by the City Commission.

PASSED AND RESOLVED this ____ day of _____, 2015, by the City Commission of the City of Deltona, Florida.

BY: _____
JOHN MASCIARCZYK, 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:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - E
SUBJECT: Request for approval of Lakeshore Shared-Use Path Construction Funding.

LOCATION:

Generally located between Thornby Park and Green Springs Park along the Lakeshore Road corridor.

BACKGROUND:

The City has planned for a scenic and safe pedestrian connection linking the City's Thornby Park to Volusia County's Green Springs Park. This facility would provide a multi-purpose and much needed pedestrian facility linking and highlighting Thornby Park, Lake Monroe shoreline, and Green Springs Park.

The attached correspondence from the TPO states that 90% of the total \$579,020 cost to construct will be available for funding the construction of the trail within the TPO's Fiscal Year (FY) 2015/16. In function, the City is responsible to expend the \$579,020 for the trail and then receive reimbursement of 90% of that cost from the TPO within their FY 2015/16.

The City first applied for grant funding for this trail in 2011 through the River-to-Sea (f.k.a. Volusia) Transportation Planning Organization (TPO) XU funding process. The TPO awarded the trail funding and performed a feasibility study that resulted in the Lakeshore Shared Use Path (FM#4335671) being added to the TPO's List of Prioritized Projects for design and construction. The TPO produced a feasibility study that determined that the trail was feasible. Construction plans have been generated. The construction plans are current and 100% complete.

Finally, for the City's 10% match, staff has applied to the Volusia County ECHO program to receive a reimbursement for its portion of the construction efforts, with the caveat that undertaking the project does not guarantee that ECHO program will reimburse the City for its portion of the cost to construct. In either event, the construction of a multi-use trail facility, whereby 90% of the costs will be paid by the

TPO, represents a positive leveraging of City funds that will result in the City gaining a significant public recreational resource for a mere fraction of the actual costs.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

TPO and General Fund

COST:

\$579,020 (90% to be grant reimbursed)

REVIEWED BY:

Planning Director, Finance Director, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director of Planning and Development Services - That the Commission approve the attached budget amendment authorizing the expenditure of \$579,020 for the cost to construct the Lakeshore Shared Use Path, TPO Project (FM#4335671) and to authorize the City Manager to formally approve and sign the related grant agreement(s) and construction contracts.

POTENTIAL MOTION:

"I hereby move to approve the attached budget amendment authorizing the expenditure of \$579,020 for the cost to construct the Lakeshore Shared Use Path, TPO Project (FM#4335671) and to authorize the City Manager to formally approve and sign the related grant agreement(s) and construction contracts."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- Lakeshore Trail Letter 021715
- Resolution No. 2014-06
- Recommended Path Alignment
- FDOT LAP Agreement 031914
- Public ROW Easement Agreement
- Budget Amendment



February 17, 2015

FILE: SCHL-2015-009R

Ms. Cheryl S. Atkins
 Grants Coordinator
 City of Deltona
 2345 Providence Boulevard
 Deltona, FL 32725

Subject: Lakeshore Shared Use Path Matching Funds

Dear Ms. Atkins:

The Lakeshore Shared Use Path (FM #4335671) is on the River to Sea TPO's List of Prioritized XU (SU) Bicycle/Pedestrian Set-Aside Projects. In the current adopted Transportation Improvement Program (TIP), the Lakeshore Shared Use Path is funded for construction in the amount of \$579,020 (\$531,167 in federal funds and \$47,853 in local funds to be provided by the City of Deltona and Volusia County ECHO Program) in FY 2015/16.

TPO Resolution 2014-09 is enclosed for reference purposes.

Sincerely,

Stephan C. Harris
 Bicycle & Pedestrian Coordinator

Enclosure

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

VOLUSIA TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 2014-09

**RESOLUTION OF THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION AMENDING
THE FY 2013/14 TO FY 2017/18 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

WHEREAS, the Volusia Transportation Planning Organization (TPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and the cities of Beverly Beach and Flagler Beach in Flagler County; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C. 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the Volusia TPO shall annually endorse and amend as appropriate, the plans and programs required by 23 C.F.R. 450.300 through 450.324, among which is the Transportation Improvement Program (TIP); and

WHEREAS, the Volusia TPO's adopted TIP is required to be consistent with the Florida Department of Transportation's adopted Five-Year Work Program; and

WHEREAS, the Florida Department of Transportation has proposed deleting certain projects from the Five-Year Work Program, adding a new project, and increasing funding for certain other projects; and

WHEREAS, the Volusia TPO has determined that it is in the public's interest to amend the adopted TIP to accommodate the proposed changes and to to maintain consistency with FDOT's Five-Year Work Program;

NOW, THEREFORE, BE IT RESOLVED, by the Volusia TPO that the:

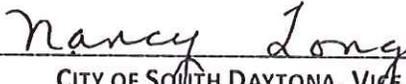
1. Volusia TPO's FY 2013/14 to FY 2017/18 TIP is hereby amended as indicated in the attached "Attachment A" and described below:
 - a. Project FM# 2427152, I-95/I-4 Ultimate Systems Interchange – revise project name, limits, and description recognizing that it was expanded to include the widening of I-4 from 0.5 miles north of SR 44 to 1.6 miles north of US 92 (SR 600);
 - b. Project FM#4084642, I-4 (SR 400) Managed-Use Lanes – revise project limits to show the full extent of the project from east of SR 15/600 (US 17/92) in Orange County to ½ mile east of SR 472;
 - c. Project FM# 4335671 (formerly Candidate 2014-1), Lakeshore Shared Use Path – increase funding for PE in FY 2013/14 and CST in FY 2015/16;

Volusia TPO
 Resolution 2014-09
 Page 2

- d. Project FM# 4346041, Votran Express Routes Serving SunRail in DeBary – add project with funding for operations in FY 2013/14 through FY 2015/16; and
 - e. Project FM # 4347121, US 92 Daytona Beach Airport SIS Connector Signal Improvements, add new project with funding for PE in FY 2013/14 and CST in FY 2014/15; and
 - f. Project FM# 4357131, Votran Section 5339 Bus and Bus Facilities – add project with funding for capital in FY 2013/14.
2. The Chairperson of the Volusia TPO (or her designee) is hereby authorized and directed to submit the FY 2013/14 to FY 2017/18 TIP as amended to the:
- a. Florida Department of Transportation;
 - b. Federal Transit Administration (FTA) (through the Florida Department of Transportation); and the
 - c. Federal Highway Administration (FHWA) (through the Florida Department of Transportation).

DONE AND RESOLVED at the regular meeting of the Volusia TPO held on the 26th day of March 2014.

VOLUSIA TRANSPORTATION PLANNING ORGANIZATION

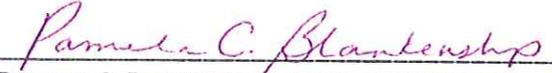


 CITY OF SOUTH DAYTONA, VICE MAYOR NANCY LONG
 CHAIRPERSON, VOLUSIA TPO

CERTIFICATE:

The undersigned duly qualified and acting Recording Secretary of the Volusia TPO certified that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Volusia TPO held on March 26, 2014.

ATTEST:



 PAMELA C. BLANKENSHIP, RECORDING SECRETARY
 VOLUSIA TRANSPORTATION PLANNING ORGANIZATION

ATTACHMENT "A"
Resolution 2014-09
Amending the
FY 2013/14 to FY 2017/18
Transportation Improvement Program (TIP)

March 26, 2014



2427152 - I-95/I-4 Ultimate Systems Interchange - I-95 Widening I-95/I-4 Ultimate Systems Interchange

Revised

Work Mix: RECONSTRUCT

INTERCHANGE: ADD LANES

RECONSTRUCT

INTERCHANGE

From: 0.5 mile north of SR 44 I-5

miles south of I-4

To: 1.6 miles north of US 92 (SR

600)

Fund	Phase	Current Adopted TIP							5-Yr Total
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18			
DDR	CEI	0	0	0	0	0	0	0	58,344
ACNP	CEI	0	10,300,000	0	0	0	0	0	10,542,647
ACNP	CEI	0	1,030,000	0	0	0	0	0	1,030,000
DIOH	CEI	0	426,523	0	0	0	0	18,481	445,004
ACNP	CST	0	237,763,140	0	0	0	0	0	237,763,140
DIOH	CST	0	8,775,331	91,500	128,100	0	0	0	8,994,931
ACNP	CST	0	0	2,500,000	3,500,000	0	0	0	6,000,000
ACNP	CST	0	2,000,000	0	0	0	0	0	2,000,000
ACNP	PE	1,375,000	0	0	0	0	0	0	1,375,000
DIOH	PE	97,566	0	0	0	0	0	0	97,566
ACNP	ROW	0	8,424,000	0	0	0	0	0	8,424,000
ACNP	ROW	25,000	0	0	0	0	0	0	25,000
ACNP	ROW	136,940	0	0	0	0	0	0	136,940
ACNP	ROW	0	0	0	0	0	2,868,000	0	2,868,000
ACNP	ROW	400,000	15,000	0	0	0	0	0	15,000
ACNP	ROW	0	300,000	0	0	0	0	0	400,000
ACNP	ROW	0	0	10,000	0	0	0	0	10,000
ACNP	ROW	0	0	5,000,000	0	0	0	0	5,000,000
ACNP	ROW	0	0	0	10,000	0	0	0	10,000
ACNP	ROW	0	0	0	169,000	0	0	0	169,000
DIH	ROW	15,000	0	0	0	0	0	0	15,000
DIOH	ROW	64,738	902,128	558,446	314,348	0	0	0	1,839,660
ACNP	ROW	0	0	400,000	0	0	0	0	400,000
		\$2,114,244	\$269,936,122	\$8,559,946	\$6,989,448	\$319,472	\$287,919,232		

		Proposed Amended TIP						
Fund	Phase	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	5-Yr Total	
ACNP	PE	1,375,000	0	0	0	0	1,375,000	
DIOH	PE	97,566	0	0	0	0	97,566	
ACNP	ROW	400,000	0	0	0	0	400,000	
ACNP	ROW	25,000	0	0	0	0	25,000	
ACNP	ROW	136,940	0	0	0	0	136,940	
ACNP	ROW	0	15,000	0	0	0	15,000	
ACNP	ROW	0	8,424,000	0	0	0	8,424,000	
ACNP	ROW	0	300,000	0	0	0	300,000	
ACNP	ROW	0	0	10,000	0	0	10,000	
ACNP	ROW	0	0	5,000,000	0	0	5,000,000	
ACNP	ROW	0	0	400,000	0	0	400,000	
ACNP	ROW	0	0	0	10,000	0	10,000	
ACNP	ROW	0	0	0	2,868,000	0	2,868,000	
ACNP	ROW	0	0	0	169,000	0	169,000	
DIH	ROW	15,000	0	0	0	0	15,000	
DIOH	ROW	64,738	902,128	558,446	314,348	0	1,839,660	
ACNP	CST	0	237,763,140	0	0	0	237,763,140	
ACNP	CST	0	2,000,000	0	0	0	2,000,000	
ACNP	CST	0	0	2,500,000	3,500,000	0	6,000,000	
DIOH	CST	0	8,775,331	91,500	128,100	0	8,994,931	
ACNP	CEI	0	1,030,000	0	0	0	1,030,000	
ACNP	CEI	0	10,300,000	0	0	242,647	10,542,647	
DDR	CEI	0	0	0	0	58,344	58,344	
DIOH	CEI	0	426,523	0	0	18,481	445,004	
		\$2,114,244	\$269,936,122	\$8,559,946	\$6,989,448	\$319,472	\$287,919,232	

Description: Construct the ultimate system interchange at I-95/I-4/US 92 and widen I-95 from 4 lanes to 6 from 0.5 miles north of SR 44 to 1.6 miles north of US 92 (SR 600). Total project cost is estimated to be \$297,955,953 (year of expenditure) including \$10.04 million incurred in prior years for planning, environmental study, design, and right-of-way. The environmental, design and right-of-way phases for the I-95 widening are funded as a separate project (FM# 4068696). Project length: 13.856 miles. (Reference Long Range Transportation Plan, Table 8.2, pg. 122.)

Construct the ultimate systems interchange along I-95 from 1.5 miles south of SR 600 (US 92). Total project cost is estimated to be \$297,955,953 million (year of expenditure) including \$10.04 million incurred in prior years for planning, environmental study, design, and right-of-way. Project length: 3.5 miles. (Reference Long Range Transportation Plan, Table 8.2, pg. 122.)

4084642 - I-4 (SR 400) Managed-Use Lanes

Revised

Work Mix: PRELIM ENG FOR FUTURE CAPACITY

From: E of SR 15/600 (US 17/92)
Volusia/Seminole County
Line

To: 1/2 mile E of SR 472

		Current Adopted TIP					5-Yr Total
Fund	Phase	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	5-Yr Total
ACNP	PE	0	2,220,000	4,180,000	0	0	6,400,000
		\$0	\$2,220,000	\$4,180,000	\$0	\$0	\$6,400,000

		Proposed Amended TIP					5-Yr Total
Fund	Phase	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	5-Yr Total
ACNP	PE	0	2,220,000	4,180,000	0	0	6,400,000
		\$0	\$2,220,000	\$4,180,000	\$0	\$0	\$6,400,000

Description: I-4 widening to ten (10) lanes from east of SR 15/600 (US 17/92) in Orange County to 1/2 mile east of SR 472 to accommodate four (4) managed-use (variable toll) lanes. Preliminary engineering is partially funded from FY 2011/12 through FY 2015/16. The anticipated timeframe for construction is 2021-2025. The estimated total project cost is \$681,292,000 (year of expenditure). Approximately \$20,000 had been expended in prior years. The project is anticipated to be funded through a public-private partnership. Project length: 36.2 miles. (Reference Volusia TPO Long Range Transportation Plan, Table 8.2, pg. 121.)

~~I-4 widening to ten (10) lanes from the Volusia/Seminole county line to 1/2 mile east of SR 472 to accommodate four (4) managed-use (variable toll) lanes. Preliminary engineering is partially funded from FY 2011/12 through FY 2015/16. The anticipated timeframe for construction is 2021-2025. The estimated total project cost is \$681,292,000 (year of expenditure). Approximately \$20,000 had been expended in prior years. The project is anticipated to be funded through a public-private partnership. Project length: 10.0 miles. (Reference Volusia TPO Long Range Transportation Plan, Table 8.2, pg. 121.)~~

4335671 (formerly 2014-1) - Lakeshore Shared-Use Path

Revised

Work Mix: BIKE PATH/TRAIL
 From: Thornby Park Providence Boulevard
 To: Green Springs Park

Fund	Phase	Current Adopted TIP					5-Yr Total
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	
XU (SU)	CST	0	0	347,015	0	0	347,015
LF	CST	0	0	38,557	0	0	38,557
XU (SU)	PE	38,557	0	0	0	0	38,557
LF	PE	4,284	0	0	0	0	4,284
		\$42,841	\$0	\$385,572	\$0	\$0	\$428,413

Fund	Phase	Proposed Amended TIP					5-Yr Total
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	
XU (SU)	CEI	0	0	52,638	0	0	52,638
LF	PE	4,484	0	0	0	0	4,484
XU (SU)	PE	44,844	0	0	0	0	44,844
LF	CST	0	0	47,853	0	0	47,853
XU (SU)	CST	0	0	478,529	0	0	478,529
		\$49,328	\$0	\$579,020	\$0	\$0	\$628,348

Description: The project represents a twelve foot wide, 3,175 foot long bike/pedestrian trail spur that extends from Thornby Park to the lakeside entrance of Green Springs Park. The proposed trail links several public resources including Thornby Park, the Deltona Boat Ramp, the Deltona Community Center and Green Springs Park with the St. Johns River to Sea Trail Loop. Project length: 0.601 mile. (Reference 2035 Long Range Transportation Plan, pgs 63-73.)
 The project represents a twelve foot wide, 2,935 foot long bike/pedestrian trail spur that extends from the St. Johns River to Sea Trail Loop to the lakeside entrance of Green Springs Park. The proposed trail links several public resources including Thornby Park, the Deltona Boat Ramp, the Deltona Community Center and Green Springs Park with the St. Johns River to Sea Trail Loop. Project length: 0.556 mile. (Reference 2035 Long Range Transportation Plan, pgs 63-73.)

RESOLUTION NO. 2014-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A LOCAL AGENCY PROGRAM AGREEMENT FOR THE LAKESHORE SHARED-USE PATH PROJECT.

WHEREAS, the State of Florida, Department of Transportation, and the City of Deltona desire to construct the Lakeshore Shared-Use Path project; and

WHEREAS, the State of Florida, Department of Transportation, has requested that the City of Deltona execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement, for the Project No. FPN 435671-1-38-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, that the City Manager is hereby authorized to make, execute, and deliver to the State of Florida, Department of Transportation, the Local Agency Program Agreement, for the Project No. FPN 435671-1-38-01.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS 7th **DAY OF** April, 2014.

BY: John C. Masiarczyk Sr.
JOHN C. MASIARCZYK SR., Mayor

ATTEST:

Joyce Raftery
JOYCE RAFTERY, CMC, City Clerk

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

Gretchen R. H. Vose
GRETCHEN R. H. VOSE, ESQ. City Attorney

NAME	YES	NO
BARNABY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DENIZAC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HERZBERG	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LOWRY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MASIARCZYK	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NABICHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCHLEICHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Figure 1
Recommended Conceptual Alignment

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FPN: <u>435671-1-38-01</u>	Fund: <u>SU</u>	FLAIR Approp: <u>088849</u>
Federal No: <u>4224-079-C</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>790089</u>
FPN: <u>435671-1-38-01</u>	Fund: <u>LF</u>	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>79</u>	Contract No: _____	Vendor No: _____
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>93-266-1747</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the CITY OF DELTONA, 2345 Providence Boulevard, Deltona, Florida 32725-1806, hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design services for the Lakeshore Shared-Use Path, which includes a twelve (12) foot wide, approximately 3,600 feet long bike/pedestrian asphalt trail, and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the

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Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before twenty-five (25) months from the Agreement's execution date. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is \$ 44,832.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does

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not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the 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, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation

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Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

- b) The Auditor General's Office at the following address:

Auditor General's Office
 Room 401, Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the

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independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

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7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for

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engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state

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regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any

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such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

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The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF DELTONA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Title:

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435671-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the
City of Deltona, 2345 Providence Boulevard, Deltona, Florida 32725-1806

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

The design project includes a twelve (12) foot wide, approximately 3,600 foot long bike/pedestrian asphalt trail with sections narrowing due to constrictions. The trail will connect from the Thornby Park driveway to Green Springs Park by running parallel along Providence Boulevard, Lakeshore Drive, and Green Springs Road. The project will begin at the connection to the existing sidewalk completed adjacent to the driveway entrance to Thornby Park. At certain locations, the trail will tie into existing sidewalk. For certain sections, boardwalks will be required for passage over storm water retention areas, small streams and man-made ditches. Additional services include designing curb ramps and possible vertical barriers or walls between the roadway and the trail. The trail, crosswalks, and ramps are to adhere to the current ADA standards. Utility relocation was preferred to be avoided; however, it may be required. Coordination with Utility stakeholders is required. Additional right of way is not required. Permitting to be acquired during design and is to be coordinated with the US Fish and Wildlife Service. Other permitting may have the possibility of exemption by following St. Johns River Water Management District criteria; however, final permitting determination will be part of the design process.

The project funding shall be reduced to an amount equal to the award amount and/or the actual contract costs.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices shall be submitted on a monthly basis and progress reports shall be submitted as requested to:

David Cooke, Project Management, Supervisor
 Florida Department of Transportation
 719 South Woodland Boulevard, MS 2-542
 DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A .
- b) Design to be completed by 3/31/2016 .
- c) Right-of-Way requirements identified and provided to the Department by N/A .
- d) Right-of-Way to be certified by N/A .
- e) Construction contract to be let by N/A .
- f) Construction to be completed by N/A .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Deltona 2345 Providence Boulevard Deltona, Florida 32725-1806	FPN: 435671-1-38-01
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PROJECT DESCRIPTION

Name: Design services for the Lakeshore Shared-Use Path Length: approximately 3,600 feet
 Termini: from Thornby Park driveway to Green Springs Park, running parallel along Providence Boulevard, Lakeshore Drive, and Green Springs Road

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: FY: FY: Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) FY: FY: FY: Total PD&E Cost	_____	_____	_____
Design FY: 2013/2014 FY: FY: Total Design Cost	\$44,832.00	\$4,483.00	\$40,349.00
Right-of-Way FY: FY: FY: Total Right-of-Way Cost	_____	_____	_____
Construction FY: FY: FY: FY: Total Construction Cost	_____	_____	_____
Construction Engineering and Inspection (CEI) FY: FY: FY: Total CEI Cost	_____	_____	_____
Total Construction and CEI Costs	_____	_____	_____
TOTAL COST OF THE PROJECT	\$44,832.00	\$4,483.00	\$40,349.00

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 40,349.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

12/13/2013 03:31 PM
 Doc stamps .70
 (Transfer Amt \$ 10)
 Instrument# 2013-238708 # 1
 Book : 6939
 Page : 3068

This Instrument Prepared By:
 City of Deltona
 2345 Providence Boulevard
 Deltona, FL 32725-1806

Prepared by and returned to:
 City of Deltona, City Clerk
 2345 Providence Blvd.
 Deltona, FL 32725

PUBLIC RIGHT-OF-WAY EASEMENT AGREEMENT

THIS PUBLIC RIGHT-OF-WAY EASEMENT ("Agreement") is made and entered into this 3rd day of December, 2013, by and between Edgewater Condominium Apartments of Deltona, Florida, Inc., a Florida not-for-profit corporation, whose post office address is 175 Palmetto Woods Court, Deltona, Florida 32725 ("Grantor"), and the CITY OF DELTONA, a Florida municipal corporation, whose post office address is 2345 Providence Boulevard, Deltona, Florida 32725-1806 ("Grantee").

RECITALS:

WHEREAS, Grantor owns in fee simple and is in possession of the real property located in Volusia County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Grantor is willing to grant a public right-of-way easement as to the property described on Exhibit "A" to Grantee for the purpose of constructing a non-lighted walkway from Thornby Park along Lakeside Drive to Green Springs Park, on the terms and conditions set forth hereinbelow.

WHEREAS, the parties have agreed, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that Grantor shall convey a non-exclusive, perpetual 17' easement for right-of-way over, across and under the land described in Exhibit "A" attached hereto and incorporated herein for the purposes and in the manner expressed below.

NOW, THEREFORE, the parties agree as follows:

1. **INGRESS/EGRESS EASEMENT.** Grantor hereby grants to Grantee a non-exclusive, perpetual 17 foot wide right-of-way easement for ingress and egress across and through the subject parcel and described in Exhibit "A" attached hereto, for the purpose of constructing a walkway from Thornby Park along Lakeside Drive to Green Springs Park, with the edge of the pavement to be no closer than 27 feet to any building.
2. **UNENCUMBERED TITLE.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
3. **EASEMENTS APPURTENANT.** The easement granted in this Agreement is intended to be an easement appurtenant, and shall run with the land and bind Grantor and Grantee and their successors and assigns.
4. **CAPTIONS, NUMBER AND GENDER.** The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement.

Prepared by and returned to:
City of Deltona, City Clerk
2345 Providence Blvd.
Deltona, FL 32725

The singular and plural shall each include the other where appropriate. Words of any gender shall include other genders when the context so permits.

5. **GOVERNING LAW.** The laws of the State of Florida shall govern this Agreement.

6. **INCIDENTAL RIGHTS.** Each of the rights and benefits granted herein shall include all those additional rights and benefits, which are necessary for the full enjoyment thereof and are customarily incidental thereto. The Grantor shall have no duty whatsoever to either insure or maintain the right-of-way easement area, and the Grantee shall be responsible for the maintenance of the right-of-way easement area to the same extent it maintains other city property.

7. **MODIFICATION OR TERMINATION.** There are no other agreements or promises by the parties relating to the subject matter of this Agreement except as are set forth herein. The terms and provisions of this Agreement may be modified, supplemented or terminated only by a written instrument signed by the parties hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument on the date set forth above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

EDGEWATER CONDOMINIUM
APARTMENTS
A Florida not-for-profit corporation

Michael Ruggieri
Witness (signature)

MICHAEL RUGGIERI
Print or Type Name

F. Ray Boyd
Witness (signature)

F. Ray Boyd
Print or Type Name

By: Charles W. Kasmer
Charles W. Kasmer, President

Prepared by and returned to:
City of Deltona, City Clerk
2345 Providence Blvd.
Deltona, FL 32725

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 3rd day of December A.D., 2013, by Charles W. Kasmer, President of the Board, Edgewater Condominium Apartments, a Florida not-for-profit corporation. He is personally known to me or has produced _____, as identification, and did not take an oath.

 RUTHANNE M. SYKES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE830120
Expires 8/26/2016

Ruthanne M. Sykes
Notary Public
Ruthanne M. Sykes
Notary's Printed Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTEE:

CITY OF DELTONA
A Florida Municipal Corporation

[Signature]
Witness (signature)
JULIE LA BORDE
Print or Type Name

By: [Signature]
WILLIAM D. DENNY
Acting City Manager

[Signature]
Witness (signature)
PAULINE SHATTUCK
Print or Type Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 4 day of December, A.D., 2013, by William D. Denny, Acting City Manager of the City of Deltona, a Florida municipal corporation. He is personally known to me or has produced _____, as identification, and did not take an oath.

 SHERI M. SALLADE
MY COMMISSION EXPIRES
September 2, 2014
#EE 023323
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

[Signature]
Notary Public
SHERI M. SALLADE
Notary's Printed Name

Instrument# 2013-238708 # 4

Book: 6939

Page: 3071

Diane M. Matousek

Volusia County, Clerk of Court

Prepared by and returned to:
 City of Deltona, City Clerk
 2345 Providence Blvd
 Deltona, FL 32725

Exhibit A

("Easement Property")

A parcel of land, lying in Section 6, Township 19 South, Range 31 East, Volusia County, Florida, said parcel also being a portion of Lot 52, Plat of the Assessor's Subdivision of Enterprise, as recorded in Map Book 3, Page 93 (12/97) of the Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Southwest corner of the lands described in Official Records Book 4518, Page 3999; Thence, N 38°46'44" E, a distance of 40.00 feet to the POINT OF BEGINNING, also being a point on the Northerly Right of Way line of Lakeshore Drive (an 80.00 foot wide Right of Way at this point); Thence, run N 51°13'51" W along said Northerly Right of Way line, a distance of 17.73 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 1040.00 feet, a chord distance of 170.54 feet and a chord bearing of N 55°56'01" W; Thence, run Northwesterly along the arc of said curve, through a central angle of 09°24'22" for an arc distance of 170.73 feet; Thence, N 60°38'12" W along said Northerly Right of Way line, a distance of 719.94 feet to the point of curvature of a non-tangent curve, concave Southwesterly, having a radius of 1540.00 feet, a chord distance of 104.61 feet and a chord bearing of N 62°34'59" W; Thence, run Northwesterly along the arc of said curve, through a central angle of 03°53'35" for an arc distance of 104.63 feet to the point of reverse curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a chord distance of 29.00 feet and a chord bearing of N 29°04'36" W; Thence, run Northerly along the arc of said curve, through a central angle of 70°54'01" for an arc distance of 30.94 feet to a point on a curve, concave Southwesterly, having a radius of 1557.00 feet, a chord distance of 129.37 feet and a chord bearing of S 63°01'04" E; Thence, run Southeasterly through a central angle of 04°45'44" for an arc distance of 129.41 feet; Thence, S 60°38'12" E along a line that is 17.00 feet North of and parallel with the said Northerly Right of Way line of Lakeshore Drive, a distance of 719.94 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 1057.00 feet, a chord distance of 173.33 and a chord bearing of S 55°56'01" E; Thence, run Southeasterly along the arc of said curve, through a central angle of 09°24'22" for an arc length of 173.52 feet; Thence, S 51°13'51" E, a distance of 17.73 feet; Thence, S 38°46'44" W, a distance of 17.00 feet to the POINT OF BEGINNING. Containing 17,548 square feet or 0.40 acres.

Owner: Edgewater Condominium Apartments per O.R. 2276, Page 243.

City of Deltona
Budget Amendment
 Fiscal Year 2014-2015

Amendment #: 2015-14 Date: April 6, 2015
 Fund: 302 Park Projects Agenda Item: _____

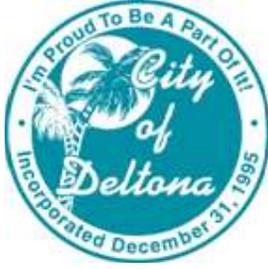
	<u>Increase</u>	<u>Decrease</u>
Account #: 302652 650100 03115 Description: LAKESHORE LOOP TRAIL	579,020	
Account #: 302 334700 03115 Description: FDOT GRANT - LAKESHORE LOOP	521,118	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Account #: _____ Description: _____	Amount:	
Description: This amendment results in a net decrease in Budgetary Fund Balance of \$57,902 and staff is applying for an ECHO grant to reimburse that amount.		

Reason: **To authorize expenditures for the Lakeshore Shared-Use Path construction.**

ATTEST:

 Joyce Raftery, City Clerk

 John C. Masiarczyk, Sr., Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015

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

SUBJECT: Request for approval of Resolution No. 2015-12, requesting the County Council send a letter to the Central Florida Expressway Authority authorizing a study to construct an Eastern Connector from SR 417 in Seminole County to I-95 in Volusia County.

LOCATION:

N/A

BACKGROUND:

At the City Commission Workshop held on Tuesday, March 31, 2015, the Commission directed Acting City Manager to place on the next agenda a resolution requesting the County Council to send a letter to the Central Florida Expressway Authority authorizing a study to construct an Eastern Connector from SR 417 in Seminole County to I-95 in Volusia County, Florida. Also, that the Acting City Manager direct the City Clerk to transmit a copy of the resolution upon approval to the River To Sea Transportation Planning Organization and the Volusia County Council.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Dale Baker, Acting City Manager - That the City Commission adopt Resolution No. 2015-12 as presented.

POTENTIAL MOTION:

"I move to adopt Resolution No. 2015-12."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- Resolution No. 2015-12

RESOLUTION NO. 2015-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, REQUESTING FOR THE COUNTY COUNCIL TO SEND A LETTER TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AUTHORIZING A STUDY TO CONSTRUCT AN EASTERN CONNECTOR FROM SR 417 IN SEMINOLE COUNTY TO I-95 IN VOLUSIA COUNTY, FLORIDA; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION UPON APPROVAL TO THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION AND THE VOLUSIA COUNTY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Congressman John L. Mica had transmitted a letter dated December 22, 2014 to Chairman Jason Davis advising him of an outstanding earmark in excess of \$700,000 from SAFETEA-LU in 2005 designated for a study to connect I-95 in the eastern portion of Volusia County in to SR417 in Seminole County; and

WHEREAS, the designated earmark presently remains available for such study and cannot be reallocated to study any other roadway; and

WHEREAS, previous studies completed by the Florida Turnpike Enterprise and the Orlando-Orange County Expressway Authority had identified transportation needs to divert some traffic from I-4, improve access to the Orlando Sanford International Airport and improve emergency evacuations in costal Volusia County; and

WHEREAS, the City of Deltona anticipated an increase in freight traffic commuting from southeast Volusia County to the Central Florida area; and

WHEREAS, the City of Deltona had sent a letter to Volusia County Chairman Jason Davis on January 21, 2015 requesting for a study to occur; and

City of Deltona, Florida
 Resolution No. 2015-12
 Page 2 of 3

WHEREAS, it has been determined that the Central Florida Expressway Authority must receive a request and authorization from Volusia County prior to them pursuing project and/or studies outside their jurisdiction.

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

SECTION 1. The City of Deltona has been advised of available earmark funding in excess of \$700,000 for the specific purpose of a study to connect SR 417 to I-95 in Volusia County. The City of Deltona has identified a need for additional evacuation purposes as well as anticipates future increase in freight traffic community to Central Florida from the southeast Volusia region. The City of Deltona requests that the River to Sea Transportation Organization send a letter to the Central Florida Expressway Authority supporting a study to construct an eastern connector from SR 417 in Seminole County to I-95 in Volusia County, Florida. The City of Deltona also requests that the Volusia County Council to send a Resolution to the Central Florida Expressway Authority requesting and authorizing a study to construct an eastern connector from SR 417 in Seminole County to I-95 in Volusia County, Florida.

SECTION 2. The City Commission directs the City Clerk to transmit a certified copy of this Resolution upon approval and adoption to the Volusia County Council and the River to Sea Transportation Planning Organization.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND RESOLVED THIS _____ DAY OF _____, 2015,
 BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA.**

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

City of Deltona, Florida
Resolution No. 2015-12
Page 3 of 3

ATTEST:

JOYCE RAFTERY, City Clerk

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

GRETCHEN R. H. VOSE, City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/6/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 9 - A
SUBJECT: Ordinance No. 04-2015, Creating a new Chapter 45, "Panhandling," of the Deltona Code of Ordinances, making findings, providing definitions, and prohibiting certain acts.

LOCATION:	N/A
BACKGROUND:	At the City Commission's regular meeting held on March 16, 2015, Commissioner Herzberg suggested that the City look into ordinances regarding panhandling, public intoxication and vagrancy.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - That the City Commission approve Ordinance No. 04-2015.
POTENTIAL MOTION:	"I move to approve Ordinance No. 04-2015 at first reading and to schedule second and final reading for April 20, 2015."
AGENDA ITEM APPROVED BY:	<hr/> Dale Baker, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Ordinance No. 04-2015

ORDINANCE NO. 04-2015**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, CREATING A NEW CHAPTER 45, "PANHANDLING," OF THE DELTONA CODE OF ORDINANCES, MAKING FINDINGS, PROVIDING DEFINITIONS, PROHIBITING CERTAIN ACTS, AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the City Commission recognizes an individual's first amendment right of free speech and that some kinds of panhandling have been determined to be protected speech; and

WHEREAS, the City Commission finds that an increase in aggressive panhandling, begging and solicitation in the City has become extremely disturbing and disruptive to residents and businesses and has contributed to the loss of access to and enjoyment of public places and also loss of customers for businesses in the City; and

WHEREAS, the City Commission finds that aggressive panhandling, begging and solicitation usually includes approaching or following pedestrians, repetitive requests for money, use of abusive or profane language, unwanted physical contact and intentional blocking of pedestrian or vehicular travel; and

WHEREAS, the City Commission finds that the presence of individuals who solicit money from other individuals at or near entrances/exits to and from buildings and parking areas is especially troublesome because these solicited individuals cannot readily escape from unwanted solicitation; and

WHEREAS, the City Commission finds that panhandling or solicitation on rights of way poses a danger to the person who is panhandling, as well as to the motoring public, and can cause serious traffic congestion that is detrimental to the public health, safety and general welfare;

WHEREAS, the City Commission finds that the current city ordinances are inadequate in protecting the health, safety and general welfare of the residents of and visitors to the City in preventing the fear and intimidation that accompanies certain types of begging, panhandling and solicitation in certain locations within the City; and

WHEREAS, the City Commission finds that any individual who begs, panhandles or solicits under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of other individuals or property in the vicinity by unwanted touching, detaining, impeding or intimidation which causes fear or apprehension in another individual constitutes a threat to the public health, safety and general welfare of the citizens of and visitors to the City; and

WHEREAS, the City Commission finds that panhandling during hours other than in full daylight can be particularly threatening to solicited individuals, causing reasonable alarm and immediate concern for the safety of those solicited individuals; and

WHEREAS, the City Commission finds establishing an ordinance to address and prevent such begging, panhandling and soliciting will serve to protect the public health, safety and general welfare of the citizens of and visitors to the City and serves a valid public purpose; and

WHEREAS, the regulations of this ordinance constitute the minimum regulations necessary relating to the time, place and manner of panhandling that is necessary to protect the public health, safety and general welfare of the citizens of and visitors to the City of Deltona.

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

SECTION 1. The foregoing “Whereas” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

SECTION 2. Chapter 45, “*Panhandling*” of the Code of Ordinances of the City of Deltona is hereby created to read as follows:

Sec. 45-1. Definitions

(a) *Aggressive panhandling* means:

- (1) approaching or speaking to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with either imminent bodily injury or the commission of a criminal act upon the person or another person, or upon property in the person’s immediate possession;
- (2) continuing to request money or something else of value after the person solicited has given a negative response to the initial request;
- (3) blocking, either individually or as part of a group of persons, the passage of a solicited person;
- (4) touching the solicited person without explicit permission; or,
- (5) engaging in conduct that would reasonably be construed as intended to intimidate, compel or force a solicited person to accede to demands.

(b) *Panhandling* means:

- (1) any solicitation made in person requesting an immediate donation of money or other thing of value for oneself or another person; or

- (2) any solicitation which seeks a donation where the person soliciting receives an item of little or no monetary value in exchange and where a reasonable person would understand that the transaction is in substance a donation.

Sec. 45-2. Prohibited acts regarding panhandling

- (a) It shall be unlawful to engage in the act of panhandling when either the solicitation occurs or the person being solicited is located in, on or at any of the following locations:

- (1) bus stop or any public transportation facility;
- (2) public transportation vehicle;
- (3) parking lot, unless the person soliciting has explicit written permission from the owner of such parking lot;
- (4) area within thirty feet (30'), in any direction, of an automatic teller machine;
- (5) area within thirty feet (30'), in any direction, of the entrance or exit of a commercial, retail, office, or governmental building, unless the person soliciting has explicit written permission from the owner of such property;
- (6) private property, unless the person soliciting has explicit written permission from the owner of such property;
- (7) public right-of-way.

- (b) It shall be unlawful to engage in panhandling at any time between 6:30 p.m. and 8:30 a.m.

- (c) It shall be unlawful to engage in the act of Aggressive Panhandling in any location in the City.

SECTION 3. 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 4. 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 5. 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 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

City of Deltona, Florida
Ordinance No. 04-2015
Page 4 of 4

PASSED AND ADOPTED THIS ____ DAY OF _____, 2015.

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