



City of Deltona

Mayor
John Masiarczyk

Vice Mayor
Chris Nabicht
District 6

Commissioners:

Mitch Honaker
District 1

Diane Smith
District 2

Heidi Herzberg
District 3

Nancy Schleicher
District 4

Brian Soukup
District 5

City Manager
Jane K. Shang

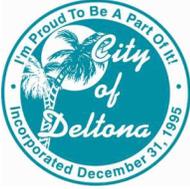
PUBLIC NOTICE

**CITY OF DELTONA
2345 Providence Blvd.
Deltona, FL 32725**

**City Manager Agenda Review Meeting
2nd Floor Conference Room
Monday, August 1, 2016
5:30 P.M.**

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.



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Regular Commission Meeting

City Commission

Mayor John C. Masiarczyk Sr.
Vice Mayor Chris Nabicht
Commissioner Heidi Herzberg
Commissioner Gary Mitch Honaker
Commissioner Nancy Schleicher
Commissioner Diane J. Smith
Commissioner Brian Soukup

Monday, August 1, 2016

6:30 PM

Deltona Commission Chambers

1. CALL TO ORDER:

2. ROLL CALL – CITY CLERK:

3. INVOCATION AND PLEDGE TO THE FLAG:

A. [Invocation Presented by Commissioner Smith](#)

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

4. APPROVAL OF MINUTES & AGENDA:

A. [Approval of minutes - Special Commission Meeting and Regular Commission Meeting of July 18, 2016 - Joyce Raftery, City Clerk \(386\) 878-8502.](#)

Background:

N/A

Attachments:

[July 18, 2016 SCM Minutes](#)
[July 18, 2016 RCM Minutes](#)

5. PRESENTATIONS/AWARDS/REPORTS:

A. [Presentation - Quarterly Reports of City Advisory Boards/Committees - Joyce Raftery, City Clerk \(386\) 878-8502.](#)

Background:

Quarterly Reports of City Advisory Boards/Committees:

1) Deltona Economic Development Advisory Board - (Presented by Chair Tanya Boggs)

2) Planning and Zoning Board - (Written Report Only)

3) Firefighters' Pension Plan Board of Trustees - (Written Report Only)

Attachments: [DEDAB 2016 Second Quarter Report](#)
[P&Z 2016 Second Quarter Report](#)
[FFPP 2016 Second Quarter Report](#)

6. CITY COMMISSION SPECIAL REPORTS:

7. PUBLIC FORUM: - Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

Citizen comments for any items. (4 minute maximum length per speaker)

CONSENT AGENDA: The consent agenda contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Commission wish to speak on a consent item, they have the same opportunity.

8. CONSENT AGENDA:

- A. [Request for approval of Second Amendment to Interlocal Agreement for Fire and/or Rescue Mutual Aid within Volusia County, Florida. Bill Snyder, Fire Chief, \(386\) 575-6902](#)

[Strategic Goal- Public Safety](#)

Background:

In September of 2011, the City entered into an interlocal agreement with other public agencies in Volusia County to provide fire and rescue mutual aid services in emergency situations. The agreement was for a period of five years and expires on October 2016. Staff desires to renew this agreement for another five year period under the same terms and conditions, as provided for in Section 19 of the agreement.

Attachments: [ATTACHMENT A - MAP](#)
[SECOND AMENDMENT TO INTERLOCAL AGREEMENT](#)
[2011-2016 Agreement Amendment](#)

- B. [River to Sea Transportation Planning Organization \(TPO\) FY2016/17 Funding Agreement - Chris Bowley, AICP, Planning & Development Services Director \(386\) 878-8602.](#)

[Strategic Goal: Fiscal Issues, Transportation/CIP.](#)

Background:

The River to Sea TPO operates as a regional transportation agency for communities within Volusia and Flagler Counties. There is an agreement for the operation of the TPO as the City's regional representative, per the attached River to Sea TPO FY2016/17 Funding Agreement. The TPO has several boards/committees, which City elected officials, staff, and citizens represent the community on transportation matters. The TPO performs feasibility studies and project funding, the most recent of which is for the Lakeshore Multi-Use Trail.

Attachments: [2016-2017 River to Sea TPO Agreement](#)

9. ORDINANCES AND PUBLIC HEARINGS:

- A. [Public Hearing - Ordinance No. 24-2016, Vineland Reserve RPUD \(RZ15-006\), at first reading - Chris Bowley, AICP, Planning and Development Services, \(386\) 878-8602.](#)

[Strategic Goal: Create more diversified and high-quality housing opportunities.](#)

Background:

The ±102.7 acre Vineland Reserve property has development rights assigned in a prior rezoning action to Residential Planned Unit Development (RPUD). The applicant has applied for a zoning amendment to the existing RPUD to create a new RPUD. The prior RPUD approval was for 346 total dwelling units (218 single family and 128 townhomes). The proposed RPUD increases the total dwelling units to 407 (279 single family and 128 townhomes). The RPUD amendment application was reviewed by the Planning & Zoning Board on June 15, 2016, and the Board unanimously voted to recommend denial of the application to the City Commission. The Planning & Zoning Board's comments were based on the following:

1. Add an amenity center that serves the single-family residential portion of the site;
2. More open space is needed within the single-family residential subdivision;
3. Provide more pedestrian connectivity and a connection to the adjacent school;
4. Remove the eastern roadway connection to Collins Road and ensure that the connection shown is for a 20-ft. wide emergency vehicle connection only;
5. Ensure that the City is included in the design review of Doyle Road; and
6. Provide 100% opaque screening along Collins Road to screen the site from nearby less-intensive residential uses.

The applicant worked with City staff to update the Development

Agreement and Master Development Plan with the above listed comments. With the proposed comments from the Planning & Zoning Board, the ordinance is transmitted forward to the City Commission for first reading.

Attachments:

[Ordinance No. 24-2016](#)
[Vineland Reserve Development Agreement](#)
[Staff Report 050416](#)
[Vineland Reserve MDP](#)
[Location Map](#)
[Aerial Photo](#)
[Soils Map](#)
[Zoning Map](#)
[Proposed Zoning Map](#)
[Traffic Study 111315](#)

- B. [Request approval and adoption of Final Assessment of Resolution No. 2015-41 for the creation of the Arbor Ridge Phase 5 Street Lighting District - Gerald Chancellor, Public Works Department \(386\) 878-8998.](#)

[Strategic Goals: Infrastructure and Public Safety](#)

Background:

The City has received a petition requesting the creating of a new Street Lighting District for a new subdivision, Arbor Ridge Phase 5. The petition bears one (1) signature representing 100% of the property within the proposed boundaries. The proposed District will include the installation of twenty-five (25) 100-watt decorative street lights and twenty-five (25) 16' colonial single poles. This installation is in keeping with the majority of the other types of installation within the Arbor Ridge community. The subject property has been platted and can be found in Plat Book 57, Pages 23-25 as recorded in Volusia County. Arbor Ridge Phase 5 as platted has seventy-seven (77) single family lots of approximately equal size within the proposed street lighting district. The estimated annual charge per platted lot for the first and subsequent years is estimated at \$88.99.

On November 16, 2015, the City Commission approved the preliminary assessment resolution (Resolution No. 2015-41) to create this district.

Attachments:

[Arbor Ridge Phase 5 Notice of Publication 7-16](#)
[Arbor Ridge Phase 5 Streetlighting Notice of Hearing Lette](#)
[Arbor Ridge Phase 5 Streetlighting Notice of Hearing Lette](#)
[Arbor Ridge Phase 5 Final Assessment Mailing List](#)

10. OLD BUSINESS:**11. NEW BUSINESS:**

- A. [Request for approval of DEP Agreement No. NF004 with the Florida Department of Environmental Protection \(FDEP\) for the State Grant being awarded for Brickell Regional Surface Water Treatment Facility - Gerald Chancellor, P.E., Public Works, \(386\) 878-8998.](#)

[Strategic Goal: Infrastructure and Fiscal Issues - Improve the infrastructure while maximizing alternative funding sources.](#)

Background:

The Brickell Dr. Drainage Improvement project is needed to improve the overall drainage in the area as well as treat the stormwater prior to it being discharged into Lake Monroe. The project is currently in the budget and the department has been waiting on the award of grant funding from FDEP and the EPA. This agreement is the final step in securing that funding and moving the project forward.

The proposed estimated project cost is \$605,550, with \$363,500 of that being funded by this grant. The balance will be paid from the Stormwater Special Revenue Fund.

The City Commission must approve this agreement no later than August 1st, 2016 in order for it to be returned to FDEP by the deadline of August 10th and receive the grant award.

This project is projected to continue into the next fiscal year, and will be bid in the next 60-75 days.

Attachments:

[DEP Agreement No NF004](#)

[DEP Agreement No NF004-location map](#)

- B. [Consideration of Commissioner Herzberg's appointment to the Parks and Recreation Advisory Board. - Joyce Raftery, City Clerk's Office \(386\) 878-8502.](#)

[Strategic Goal: Internal and external communication.](#)

Background:

Ms. O'Connor, Commissioner Herzberg's appointment resigned from the Parks and Recreation Advisory Board.

The City has run press releases, posted the openings on D-TV, the City's web page and bulletin boards. To date the City has received applications from the following individuals: Maribel Montanez and Gizelle Sierra.

Attachments: [Parks & Recreation Member List](#)
[Resignation - O'Connor](#)
[Application - Montanez](#)
[Application - Sierra](#)

12. CITY ATTORNEY COMMENTS:

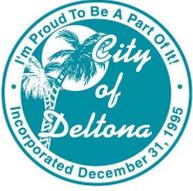
13. CITY MANAGER COMMENTS:

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

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 3 - A

SUBJECT:

Invocation Presented by Commissioner Smith

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

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

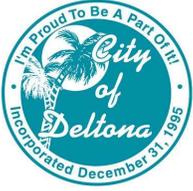
City Manager's Office

STAFF RECOMMENDATION PRESENTED BY:

N/A - Invocation Only

POTENTIAL MOTION:

N/A - Invocation Only



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - A

SUBJECT:

Approval of minutes - Special Commission Meeting and Regular Commission Meeting of July 18, 2016 - Joyce Raftery, City Clerk (386) 878-8502.

LOCATION:

N/A

BACKGROUND:

N/A

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

City Clerk's Office

STAFF RECOMMENDATION PRESENTED BY:

City Clerk Joyce Raftery - That the Commission approve the minutes of the Special Commission Meeting and Regular Commission Meeting of July 18, 2016.

POTENTIAL MOTION:

"I move to approve the minutes of the Special Commission Meeting and Regular Commission Meeting of July 18, 2016, as presented."



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Minutes

City Commission

Monday, July 18, 2016

6:00 PM

Deltona Commission Chambers

SPECIAL COMMISSION MEETING

1. CALL TO ORDER:

The meeting was called to order at 6:00 p.m. by Mayor Masiarczyk.

2. ROLL CALL – CITY CLERK:

Present: 8 - Commissioner Herzberg
Commissioner Schleicher
Commissioner Smith
Commissioner Soukup
Vice Mayor Nabicht
Mayor Masiarczyk
City Manager Shang
City Attorney Vose

Excused: 1 - Commissioner Honaker

3. PLEDGE TO THE FLAG:

Mayor Masiarczyk led everyone in the pledge to the flag.

4. PUBLIC FORUM: - Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

None.

5. BUSINESS:

- A. **Public Hearing and approval of Resolution No. 2016-33 establishing the tentative proposed millage rate for the levy of ad valorem taxes for FY 2016/2017 - Robert Clinger, Finance Department (386) 878-8552.**

Strategic Goal: Fiscal Issues

Motion by Commissioner Herzberg, seconded by Commissioner Smith, to approve Resolution No. 2016-33 establishing the tentative proposed

millage rate for the levy of ad valorem taxes for FY 2016/2017 adopting the tentative proposed millage rate for the levy of ad valorem taxes for FY 2016/2017 at 7.9900 mills.

Mayor Masiarczyk read the title of Resolution No. 2016-33 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; ADOPTING A PROPOSED MILLAGE RATE FOR THE 2016-2017 FISCAL YEAR; DETERMINING THE ROLLED-BACK RATE; ESTABLISHING A DATE, TIME, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR THE 2016-2017 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried by the following vote:

For: 4 - Commissioner Herzberg, Commissioner Smith, Commissioner Soukup, and Mayor Masiarczyk

Against: 2 - Commissioner Schleicher, and Vice Mayor Nabicht

Resolution No. 2016-33 was adopted at 6:04 p.m.

B. Public Hearing and request for approval of Resolution No. 2016-30, Establishing the Annual Rate of Assessment for Stormwater Utility Services at \$108.00 per Equivalent Residential Unit (ERU) for FY 2016/2017 - Robert Clinger, Finance Department, (386) 878-8552.

Strategic Goal: Fiscal Issues

Motion by Commissioner Herzberg, seconded by Commissioner Schleicher, to approve Resolution No. 2016-30, Establishing the Annual Rate of Assessment for Stormwater Utility Services at an annual rate of \$108.00 per Equivalent Residential Unit (ERU) for FY 2016/2017.

Mayor Masiarczyk read the title of Resolution No. 2016-30 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER UTILITY SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DELTONA; ESTABLISHING THE RATE OF ASSESSMENT TO BE IMPOSED IN FISCAL YEAR 2016-2017; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2016-2017; DIRECTING THAT THE ASSESSMENT ROLL BE CERTIFIED AND DELIVERED TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Resolution No. 2016-30 was adopted at 6:06 p.m.

C. Public Hearing and approval of Resolution No. 2016-31 Establishing the Annual Rate of Assessment for Solid Waste Services at a rate of \$173.96 per Equivalent Residential Unit (ERU) for FY 2016/2017 - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues

Motion by Commissioner Herzberg, seconded by Commissioner Soukup, to approve Resolution No. 2016-31 Establishing the Annual Rate of Assessment for Solid Waste Services at a rate of \$173.96 per Equivalent Residential Unit (ERU) for FY 2016/2017.

Vice Mayor Nabicht stated for the record he is opposed to this rate, he feels that the City is being overcharged for the level of service, the City is receiving inadequate service with regards to this company and he is opposed to continuing with this rate.

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

Mayor Masiarczyk read the title of Resolution No. 2016-31 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DELTONA; ESTABLISHING THE RATE OF ASSESSMENT TO BE IMPOSED IN FISCAL YEAR 2016-2017; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2016-2017; DIRECTING THAT THE ASSESSMENT ROLL BE CERTIFIED AND DELIVERED TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

The motion carried by the following vote:

For: 5 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, and Mayor Masiarczyk

Against: 1 - Vice Mayor Nabicht

Resolution No. 2016-31 was adopted at 6:09 p.m.

D. Public Hearing and approval of Resolution No. 2016-32, Establishing Annual Rate of Assessment for Streetlighting Services for FY 2016/2017 - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues

Motion by Commissioner Herzberg, seconded by Commissioner Schleicher, to approve Resolution No. 2016-32, Establishing Annual Rate of Assessment for Streetlighting Services for FY 2016/2017.

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

Mayor Masiarczyk read the title of Resolution No. 2016-32 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, RELATING TO THE PROVISION OF STREETLIGHTING SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DELTONA; ESTABLISHING THE RATE OF ASSESSMENT TO BE IMPOSED IN FISCAL YEAR 2016-2017; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2016-2017; DIRECTING THAT THE ASSESSMENT ROLL BE CERTIFIED AND DELIVERED TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

Resolution No. 2016-32 was adopted at 6:10 p.m.

6. CITY MANAGER COMMENTS:

None.

7. ADJOURNMENT:

There being no further business, the meeting adjourned at 6:10 p.m.

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Minutes

City Commission

Monday, July 18, 2016

6:30 PM

Deltona Commission Chambers

1. CALL TO ORDER:

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

2. ROLL CALL – CITY CLERK:

Present: 8 - Commissioner Herzberg
Commissioner Schleicher
Commissioner Smith
Commissioner Soukup
Vice Mayor Nabicht
Mayor Masiarczyk
City Manager Shang
City Attorney Vose

Excused: 1 - Commissioner Honaker

3. INVOCATION AND PLEDGE TO THE FLAG:

A. Silent Invocation Presented by Mayor Masiarczyk

Mayor Masiarczyk led everyone in a silent invocation and the pledge to the flag.

The National Anthem was sung by Isabel Rios an 8th Grader from Galaxy Middle School.

4. APPROVAL OF MINUTES & AGENDA:

A. Approval of minutes - Regular Commission Meeting of July 5, 2016 - Joyce Raftery, City Clerk (386) 878-8502.

Motion by Commissioner Schleicher, seconded by Commissioner Herzberg, to approve the minutes of the Regular Commission Meeting of July 5, 2016, as presented. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

5. PRESENTATIONS/AWARDS/REPORTS:

A. Presentation - Quarterly Reports of City Advisory Boards/Committees - Joyce Raftery, City Clerk (386) 878-8502.

Mayor Masiarczyk opened and closed the floor for public comments as there were none.

6. CITY COMMISSION SPECIAL REPORTS:

None.

7. PUBLIC FORUM: - Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

Nita Schmellick, 2536 Hazeltine Drive, Debary, spoke about the Community Foundation of East Central Florida and what the organization does. She presented a grants on behalf of the organization to the Community Life Center, Students Reach-Out and Emmaus Lutheran Church.

Michael Putkowski, 2736 Courtland Blvd., Deltona, thanked Commissioner Schleicher for bringing up the creation of an ordinance to allow deputies to decide whether or not to ticket cannabis offenders who are caught with under 20 grams and that the issue is becoming way more than it was in the 60's. He requested funds be placed in the budget for social services and he stated he and his family attended the July 4th event and that he was pleased with the new sound system, but he was disappointed that there was no music during the fireworks.

Debra Spina, 1879 Joyner Drive, Deltona, spoke about seeing even more garbage than ever before since the City started the beautify Deltona campaign, she expressed concerns regarding the pick-up of yard waste, that she has relatives who are snow birds who received a violation notice regarding trash pick-up but, that they do not live here so they did not know the rules and she asked if any leeway could be provided for those residents not living in Deltona full time. She stated she also has concerns with the recycling not all making it into the truck when it is dumped and it gets left all over the driveway for the resident to clean-up.

CONSENT AGENDA: The consent agenda contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Commission wish to speak on a consent item, they have the same opportunity.

8. CONSENT AGENDA:

None.

9. ORDINANCES AND PUBLIC HEARINGS:

A. Public Hearing - Ordinance No. 24-2016, Vineland Reserve RPUD

(RZ15-006), at first reading - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Create more diversified and high-quality housing opportunities.

Motion by Commissioner Herzberg, seconded by Vice Mayor Nabicht, that Ordinance No. 24-2016 be continued date-certain to the August 1, 2016, City Commission public hearing from the advertised July 18, 2016, City Commission public hearing, at first reading, to allow the applicant time to revise the RPUD program. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

B. Public Hearing - Ordinance No. 26-2016, Deltona Free Standing Emergency Room BPUD (RZ16-001) - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Economic Development - Focus on Howland Blvd. as the gateway for commercial growth.

Motion by Commissioner Herzberg, seconded by Vice Mayor Nabicht, that Ordinance No. 26-2016 be continued date-certain to the July 20, 2016, Planning & Zoning Board meeting and the August 15, 2016, City Commission public hearing. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

10. OLD BUSINESS:

None.

11. NEW BUSINESS:

A. Request for approval of the Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments (NAVA) - Robert Clinger, Finance Department (386) 878-8552.

Strategic Goal: Fiscal Issues

Motion by Commissioner Herzberg, seconded by Vice Mayor Nabicht, to approve the Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments (NAVA).

Mayor Masiarczyk opened and closed the floor for public comments as there were none.

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

- B. Request for approval of the Agreement with Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments (NAVA) - Robert Clinger, Finance Department (386) 878-8552.**

Strategic Goal: Fiscal Issues

Motion by Vice Mayor Nabicht, seconded by Commissioner Herzberg, to approve the Agreement with Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments (NAVA).

Mayor Masiarczyk opened and closed the floor for public comment as there were none.

The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

- C. Consideration of appointment of two (2) members to the Ordinance Review Committee. - Joyce Raftery, City Clerk's Office (386) 878-8502.**

Strategic Goal: Internal and external communication.

Mayor Masiarczyk opened and closed the floor for public comment as there were none.

Motion by Vice Mayor Nabicht, seconded by Commissioner Schleicher, to confirm the Commission member's appointment(s) for the remainder of a term to expire on August 3, 2017 to the Ordinance Review Committee. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

D. Consideration of appointment of one (1) Member to the Affordable Housing Advisory Committee - Joyce Rafferty, City Clerk's Office, 386-878-8502.

Strategic Goal: Internal and External Communication.

Mayor Masiarczyk opened and closed the floor for public comment as there were none.

Motion by Commissioner Schleicher, seconded by Commissioner Herzberg, to confirm the Commission members' appointment for the open position on the Affordable Housing Advisory Committee for the remainder of a term to expire on October 5, 2017. The motion carried by the following vote:

For: 6 - Commissioner Herzberg, Commissioner Schleicher, Commissioner Smith, Commissioner Soukup, Vice Mayor Nabicht, and Mayor Masiarczyk

12. CITY ATTORNEY COMMENTS:

None.

13. CITY MANAGER COMMENTS:

None.

14. CITY COMMISSION COMMENTS:

a) Commissioner Herzberg requested that in honor of everything taking place in the country that the City honor its local law enforcement by doing something called "paint the town blue" by lighting up City facilities in blue and residents can put blue light bulbs outside or blue ribbons. She asked for the Commission's support, especially with National Night Out around the corner and maybe have it last for the month of August.

Mayor Masiarczyk stated he had already spoken to the City Manager regarding some type of tribute. He suggested having two (2) huge 4x4 stars in front of City Hall with blue lights shining on them and everyone agreed.

b) Commissioner Schleicher reminded everyone of the Candidate Debate this Thursday, July 21st at New Hope Baptist Church at 6:30 p.m. She stated there will also be a Candidate Meet and Greet Hob Nob at the Gateway Center for the Arts put on by the West Volusia Regional Chambers on Thursday, July 28th from 5:30 p.m. to 8:00 p.m. She reminded everyone of National Night Out which will take place in the Courtyard of City Hall on next Tuesday, August 2nd.

c) Mayor Masiarczyk stated he is not a member of Facebook and Commissioner Honaker is traveling around Europe with his family and he requested that people on Facebook send Commissioner Honaker our best and that he stay safe. He stated regarding the Pokémon Go craze, when something new comes out there are a lot of

negatives, but the other day while in the City Clerk's Office a photo was created with him holding a Pokémon and there are a lot of people with a lot of talent that could have fun with the Pokémon Go craze. He stated at the Veterans Park and even outside City Hall tonight there are hundreds of people playing, they are polite and the most accommodating people in the world. He stated last Sunday he was working at the park and a couple of the people playing stopped what they were doing and they worked with him which is unusual to say the least. He reminded everyone to be aware and look out for those playing the game.

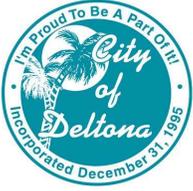
15. ADJOURNMENT:

There being no further business, the meeting adjourned at 7:24 p.m.

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 5 - A

SUBJECT:

Presentation - Quarterly Reports of City Advisory Boards/Committees - Joyce Raftery, City Clerk (386) 878-8502.

LOCATION:

N/A

BACKGROUND:

Quarterly Reports of City Advisory Boards/Committees:

- 1) Deltona Economic Development Advisory Board - (Presented by Chair Tanya Boggs)
- 2) Planning and Zoning Board - (Written Report Only)
- 3) Firefighters' Pension Plan Board of Trustees - (Written Report Only)

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

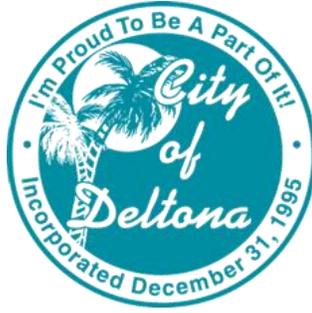
City Clerk's Department

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

POTENTIAL MOTION:

N/A - Presentation Only.



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

Q2, 2016

Quarterly Report to Deltona City Commission

August 1, 2016

**Tanya Boggs
DEDAB Chairperson**

-----0-----



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

DEDAB Quarterly Report to Deltona City Commission Q2, 2016

ASSIGNMENTS / TASKS

DEDAB MISSION STATEMENT

Identify and approach, meet and obtain ideas from each area stakeholder and utilize these ideas toward the proposal for a workable "workforce and a historical facility", the assignments given by the Deltona City Commission.

GENERAL REPORT

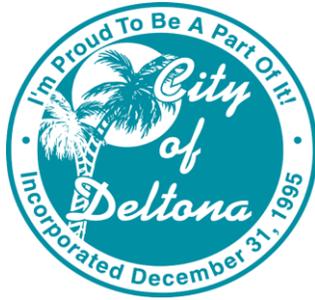
DEDAB meets on the second Friday of each month, in the Second Floor Conference Room at Deltona City Hall. The meetings start at 3:30 P.M. and are scheduled to last one hour. Meetings are open to the public and public participation is encouraged.

The assignment given by the elected City Commission of the City of Deltona were as follows:

WORKFORCE DEVELOPMENT

The citizen volunteers that comprise the Deltona Economic Development Advisory Board (DEDAB) met on April 8, May 13, and June 10. Items on the agenda and of primary concern were as follows:

- At each meeting DEDAB reviewed and worked on a "Flex-Themed Accelerator" as a primary way to best accelerate job growth within the City of Deltona. DEDAB expects to make a report and recommendation to the Deltona Commission in the near future;
- There was a discussion with Deltona City Manager Jane Shang, regarding the branding efforts being undertaken by the City. At the end of the discussion DEDAB voted to utilize the branding phrase "*Deltona, A City on the Move*";
- Members of DEDAB attended the annual "*Volunteer Awards Luncheon*";
- At one meeting there was a discussion and presentation by Bethune-Cookman University regarding the new "*Entrepreneur Degree Program*", based on supporting start-up businesses succeed;
- Chris Bowley, the Director of Deltona's Planning & Development Services and Team Leader for the '*Center at Deltona Project*' gave a presentation regarding the project;
- On June 10, the DEDAB met at the Deltona Campus of Bethune-Cookman University. B-CU hosted the meeting and provided an update with tour of the facilities. Upcoming plans for pharmaceutical technician classes, starting nurse training, and a "*Shared Entrepreneur Workspace*". This is the blending of medical and educational to develop businesses and workforce.



City of Deltona

SECOND QUARTER (2nd) 2016 PLANNING & ZONING BOARD REPORT

MEETING DATES:

A Planning & Zoning Board (Board) meeting was held on May 18, and June 15, 2016, and there was no meeting in April.

ITEMS HEARD AT THE PLANNING & ZONING MEETINGS:

COMPREHENSIVE PLAN AMENDMENTS	0
REZONINGS/ORDINANCES	4
RESOLUTIONS/CONDITIONAL USES/VARIANCES	2
DISCUSSIONS/ORIENTATION/ELECTIONS	0

- A. **Ordinance No. 24-2016, Amending the Vineland Reserve RPUD (RZ15-006).**
The Board voted 0-5 to recommend that the City Commission deny Ordinance No. 24-2016. The Board cited that the proposed increase of dwelling units from 368 previously approved in the original RPUD to 407, as proposed in this RPUD, was not a responsible design. The Board requested a pedestrian connection to the adjacent school, more open space within the neighborhood, more amenities for the community, removal of a potential connection to Collins Road, and screening from residents to the north. The applicant agreed to rework the Master Development Plan and Development Agreement, based on the Board's comments, to include that design for the City Commission.
- B. **Ordinance No. 26-2016, Central Florida Free Standing Emergency Room (RZ16-001).**
The applicant requested date-certain continuation of this ordinance to the July 20, 2016, Board meeting and the August 15, 2016, City Commission public hearing.
- C. **Ordinance No. 12-2016, Comprehensive Plan Amendment to add a Segment of Tivoli Drive to the City's Thoroughfare Map.**
The Board heard this ordinance for a second time, with the first review resulting in a 3-3 vote. During this review of the ordinance, a motion was made to recommend that the City Commission adopt Ordinance No. 12-2016. The motion failed for a lack of a second, with no additional motion made.

D. Ordinance No. 23-2016, Amending Section 110-828, of the Land Development Code pertaining to Off-Street Parking for Residential Lots.

The Board unanimously voted that the City Commission adopt Ordinance No. 23-2016 to add language to Section 110-828 to allow for additional parking on a single family residential lot, where it is physically possible, legally permissible, and does not conflict with the City's Land Development Code, the Florida Building Code or the Florida Fire Prevention Code.

E. Resolution No. 2016-20, Fence Variance Application for a fence to be located at 1690 Panama Court (VR16-001).

The Board voted 3-4 on a motion to recommend that the City Commission approve the resolution. The Board's reason for the dissenting vote was that the proposed variance was not a hardship. No additional motion was made.

F. Resolution No. 2016-21, Fence Variance Application for a fence to be located at 3041 Bond Street (VR16-002).

The Board unanimously voted 7-0 to recommend that the City Commission approve the resolution, based on the use of the fence for protection of a special needs dependent.

DISCUSSIONS/ORIENTATION/ELECTIONS:

A. By the Board.

None.

B. By the City Attorney:

None.

C. By Planning & Development Services Staff:

None.

**City of Deltona, Firefighters' Pension Plan
Board of Trustees Quarterly Report
Quarter Ended June 30, 2016**

Board of Trustees:

- City Commission Appointees (terms expire January 2017):
 - Gene Gizzi – original appointment December 2013
 - Janet Deyette – original appointment September 2013
- Active plan member appointees (terms expire January 2017):
 - Kurt Vroman, – original appointment January 2009
 - John Fleemin – original appointment May 2015
- Trustee Appointee (term expires January 2018):
 - James Koczan – original appointment February 2008

Quarterly Administration Highlights:

1. **The portfolio as of March 31, 2016 totals \$22,775,096 and is comprised of the following:**

Equities	\$ 16,400,363
Fixed Income	\$ 4,852,916
Real Estate	\$ 1,131,637
Cash / Equivalents	\$ 390,180

2. **Benefits** - As of June 30, 2016 the plan had 21 members receiving retirement benefits totaling \$78,164 monthly and 4 DROP participants.
3. **2015 Annual State Report Filed** – The Pension Plan is required to file a report annually to the Florida Department of Management Services, Division of Retirement, Municipal Police Officers' and Firefighters' Retirement Trust Funds' Office. The report provides detailed financial data for the Plan year ended September 30, 2015 and demonstrates compliance with all provisions of the state statute chapter 175 as required. Upon review and acceptance by the State that all statutory requirements have been met, the City is then eligible to receive its annual Insurance Premium Tax distribution. The report was filed in March, has been reviewed by the state and with follow-up provided by the Pension Plan. Report is pending final acceptance at this time.



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 8 - A

SUBJECT:

Request for approval of Second Amendment to Interlocal Agreement for Fire and/or Rescue Mutual Aid within Volusia County, Florida. Bill Snyder, Fire Chief, (386) 575-6902

Strategic Goal- Public Safety

LOCATION:

N/A

BACKGROUND:

In September of 2011, the City entered into an interlocal agreement with other public agencies in Volusia County to provide fire and rescue mutual aid services in emergency situations. The agreement was for a period of five years and expires on October 2016. Staff desires to renew this agreement for another five year period under the same terms and conditions, as provided for in Section 19 of the agreement.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Fire Department

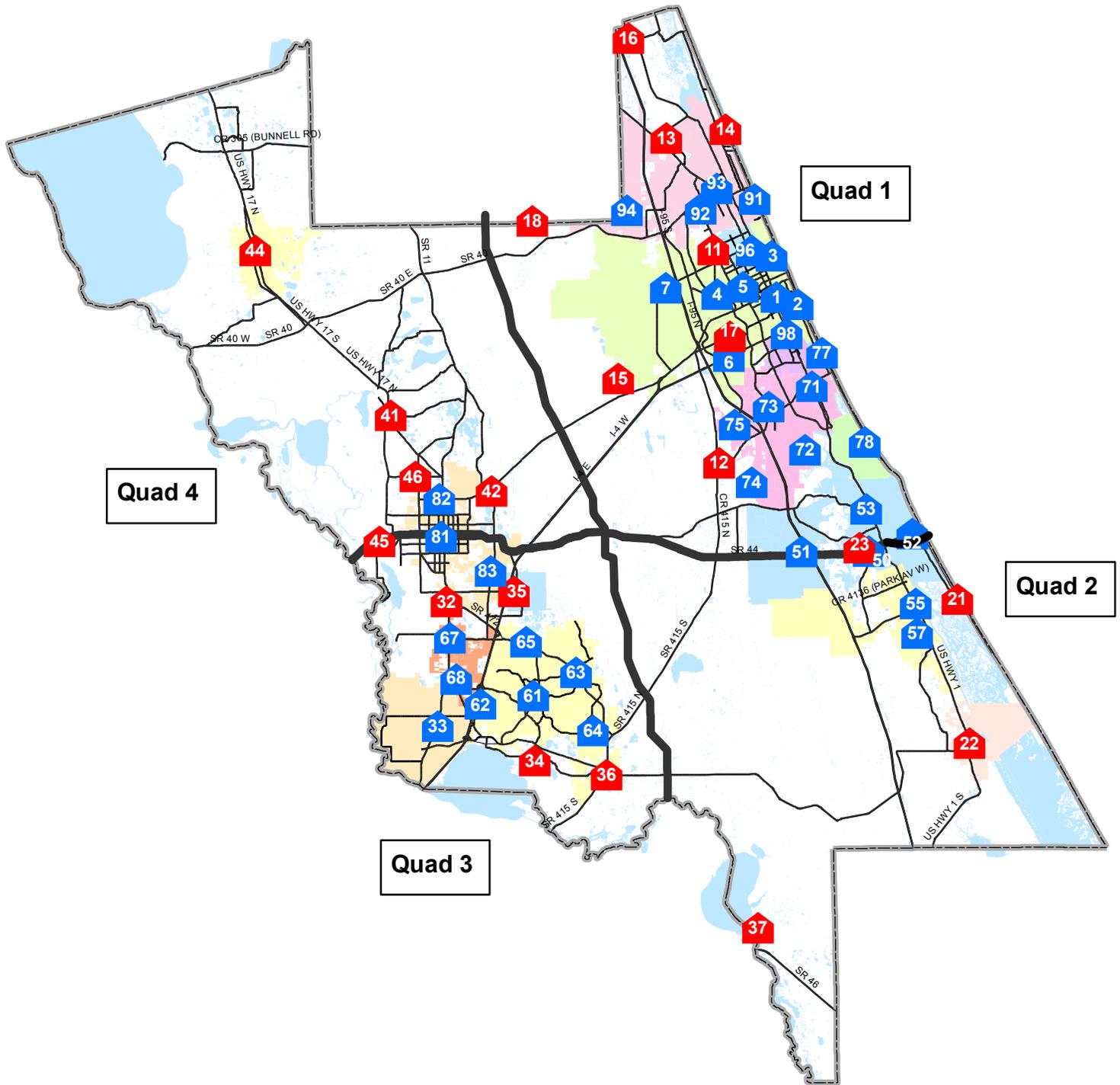
STAFF RECOMMENDATION PRESENTED BY:

Fire Chief Bill Snyder (386) 575-6902 - Staff recommends the City to enter into the Second Amendment to the 2011 Interlocal Agreement providing for fire and rescue mutual aid services in emergency situations within Volusia County which will extend the 2011 agreement for another five (5) year period.

POTENTIAL MOTION:

"I move to authorize the Mayor to execute the Second Amendment to the 2011 Interlocal Agreement providing for fire and rescue aid services in emergency situations within Volusia County."

VCFS Quad Area



Quad 4

Quad 1

Quad 2

Quad 3

-  County Fire Station
-  City Fire Station



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE AND/OR RESCUE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS SECOND AMENDMENT to the Agreement is made and entered by and between the undersigned local governments as follows:

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County ("Parties") entered into an *Interlocal Agreement for Fire And/Or Rescue Service Mutual Aid Within Volusia County, Florida* ("Agreement"), on October 25, 2006, pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, the Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida on October 25, 2006; and

WHEREAS, Section 19 of the Agreement anticipates five year extensions of terms upon written mutual agreement of the parties; and

WHEREAS, the parties entered into a First Amendment extending the term of the Agreement for an additional five year term extending the Agreement to October 24, 2016;

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The recitals set forth above are true, correct and form a material part of this Second Amendment.

2. Pursuant to Paragraph 19 of the Agreement as amended by the First Amendment, which allows the term of the Agreement to be extended for additional terms of five (5) years upon written amendment, the term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2021.

3. Attachment A to the Agreement is hereby replaced in its entirety with Attachment A revised, a copy of which is attached hereto and incorporated herein.

4. This Second Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

5. This Second Amendment is made pursuant to Article 20 of the Agreement. Amendment shall remain in full force and effect for those local governments which approve and execute this Second Amendment, notwithstanding the failure of any local government to approve and execute this Second Amendment.

6. The provisions of this Second Amendment shall prevail against any conflict with a provision of the Agreement. Otherwise, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this Second Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

THE COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest: _____
Dale Arrington, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Tom Laputka and Dale Arrington, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF HOLLY HILL

By: _____
John Penny, Mayor

Attest: _____
Joe Forte, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John Penny and Joe Forte, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH

By: _____
Derrick L. Henry, Mayor

Attest: _____
James Chisholm, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Derrick L. Henry and James Chisholm, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH SHORES

By: _____
Harry Jennings, Mayor

Attest: _____
Michael Booker, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Harry Jennings and Michael Booker, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF SOUTH DAYTONA

By: _____
George Fisk Locke, III, Mayor

Attest: _____
Joseph W. Yarbrough, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by George Fisk Locke, III and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORMOND BEACH

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE TOWN OF PONCE INLET

By: _____
Gary Smith, Mayor

Attest: _____
Jeaneen Clauss Witt, Town Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gary Smith and Jeaneen Clauss Witt, as Mayor and Town Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF NEW SMYRNA BEACH

By: _____
James W. Hathaway, Mayor

Attest: _____
Pamela Brangaccio, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James W. Hathaway and Pamela Brangaccio, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

Attest: _____
Tracey T. Barlow, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael Ignasiak and Tracey T. Barlow, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest: _____
Jane Shang, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John C. Masiarczyk, Sr. and Jane Shang, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest: _____
Michael Pleus, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Attest: _____
Michael Johansson, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green and Michael Johansson, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____



FIRST AMENDMENT

AN AMENDMENT BY THE PARTIES TO THE MUTUAL AID AGREEMENT ADOPTED IN 2006 TO EXTEND SAID AGREEMENT FOR A PERIOD OF FIVE YEARS TO 2016.

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County entered into an Interlocal Agreement for Mutual Aid on October 2006 pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, this Mutual Aid Interlocal Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida; and

WHEREAS, Section 19 of the Interlocal Agreement provides for five year extension of terms; and

WHEREAS, the Interlocal Agreement provides for amendments by mutual written agreement of the Parties.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida
First Amendment

1. The terms and conditions of the Mutual Aid Agreement recorded in Official Records Book 5940, Pages 3252-3272, Public Records of Volusia County, Florida, are hereby restated and incorporated as if fully set forth herein.

2. The premises set forth above are true, correct and form a material part of this First Amendment to the Mutual Aid Agreement.

3. This First Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

4. This First Amendment to the Mutual Aid Agreement shall remain in full force and effect for those government's approving and executing this First Amendment, notwithstanding the failure of any of the herein named government's to approve and execute this First Amendment

5. All other terms and conditions of the Mutual Aid Agreement shall remain in full force and effect except as modified by this First Amendment.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this First Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida

Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida
First Amendment

THE CITY OF ORANGE CITY:

By: Harley Strickland
Harley Strickland, Mayor

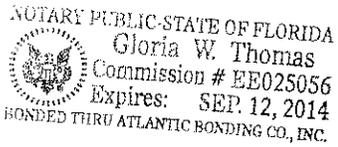
Attest: Jamie Croteau
Jamie Croteau, City Manager

Date: 10-5-2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5th day of October 2011, by Harley Strickland and Jamie Croteau, as Mayor and City Manager, respectively, of the City of Orange City, on behalf of the city. They are personally known to me or have produced personally known as identification.

Gloria W. Thomas
Notary Public, State of Florida at Large
Commission No: EE025056



THE CITY OF HOLLY HILL:

By: [Signature]
Roy Johnson, Mayor

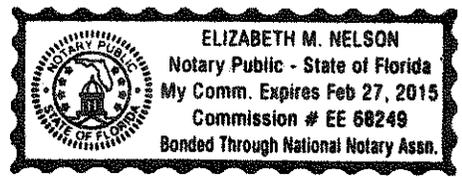
Attest: [Signature] 8/10/11
James McCroskey, City Manager

Date: 8/10/11

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10 day of August 2011, by Roy Johnson and James McCroskey, as Mayor and City Manager, respectively, of the City of Holly Hill, on behalf of the city. They are personally known to me or have produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
Commission No: EE 68249



Interlocal Agreement
For
Fire and/or Rescue Service Mutual Aid within Volusia County, Florida
First Amendment

THE CITY OF DAYTONA BEACH:

By: *Glenn Ritchey*
Glenn Ritchey, Mayor

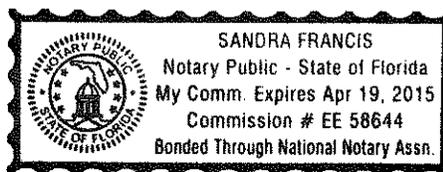
Attest: *James Chisholm*
James Chisholm, City Manager

Date: October 6, 2011

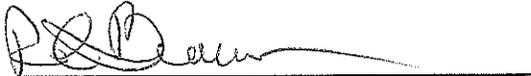
**STATE OF FLORIDA
COUNTY OF VOLUSIA**

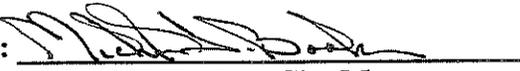
The foregoing instrument was acknowledged before me this 6th day of October 2011, by Glenn Ritchey and James Chisholm, as Mayor and City Manager, respectively, of the City of Daytona Beach, on behalf of the city. They are personally known to me or have produced _____ as identification.

Sandra Francis
Notary Public, State of Florida at Large
Commission No: _____



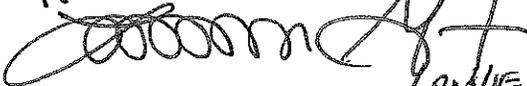
THE CITY OF DAYTONA BEACH SHORES:

By: 
for Harry Jennings, Mayor

Attest: 
Michael T. Booker, City Manager

Date: Sept. 12, 2011

Approved as to form and legality


LONNIE N. SNOOT
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12 day of Sept, 2011, by Harry Jennings* and Michael T. Booker, as Mayor and City Manager, respectively, of the City of Daytona Beach Shores, on behalf of the city. They are personally known to me or have produced _____ as identification.

* Ron Braun Vice-Mayor signed the form


Notary Public, State of Florida at Large
Commission No: 831395



THE CITY OF SOUTH DAYTONA:

By: *George F. Locke, III*
George F. Locke, III, Mayor

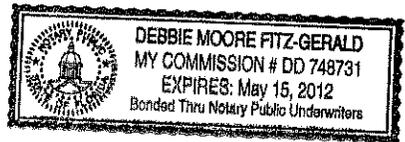
Attest: *Joseph W. Yarbrough*
Joseph W. Yarbrough, City Manager

Date: *8/10/11*

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10 day of August, 2011, by George F. Locke, III and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the City of South Daytona, on behalf of the city. They are personally known to me or have produced _____ as identification.

Debbie Moore Fitzgerald
Notary Public, State of Florida at Large
Commission No: DD 748731



THE CITY OF ORMOND BEACH:

By: Ed Kelley
Ed Kelley, Mayor

Attest: Joyce Shanahan
Joyce Shanahan, City Manager

Date: 9/8/2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of September 2011, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, of the City of Ormond Beach, on behalf of the city. They are personally known to me or have produced _____ as identification.

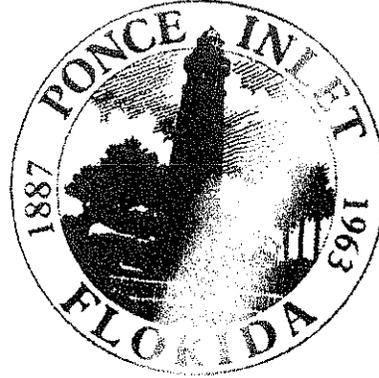
[Signature]
Notary Public, State of Florida at Large
Commission No. _____

THE TOWN OF PONCE INLET:

By: [Signature]
Tom Rutledge, Mayor

Attest: [Signature]
Jeaneen Clauss, Town Manager

Date: 9-15-11



STATE OF FLORIDA
COUNTY OF VOLUSIA

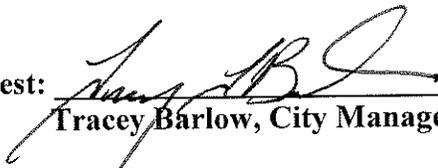
The foregoing instrument was acknowledged before me this 15 day of Sept, 2011, by Tom Rutledge and Jeaneen Clauss, as Mayor and ~~City Manager~~, respectively, of the Town of Ponce Inlet, on behalf of the town. They are personally known to me or have produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Commission No: DD 973597

THE CITY OF EDGEWATER:

By: 
Michael L. Thomas, Mayor

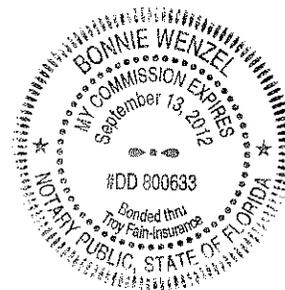
Attest: 
Tracey Barlow, City Manager

Date: 8-23-11

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this 23rd day of August, 2011, by Michael L. Thomas and Tracey Barlow, as Mayor and City Manager, respectively, of the City of Edgewater, on behalf of the city. They are personally known to me or have produced _____ as identification.

Bonnie Wenzel
Notary Public, State of Florida at Large
Commission No: _____



THE CITY OF DELTONA

By: John C. Masiarczyk Sr.
John C. Masiarczyk, Sr., Mayor

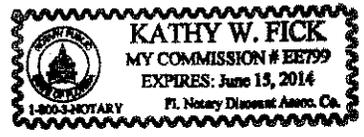
Attest: Faith G. Miller
Faith G. Miller, City Manager

Date: 9/8/11

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of September, 2011, by John C. Masiarczyk, Sr. and Faith G. Miller, as Mayor and City Manager, respectively, of the City of Deltona, on behalf of the city. They are personally known to me or have produced _____ as identification.

Kathy W. Fick
Notary Public, State of Florida at Large
Commission No: EE799



THE CITY OF DELAND:

By: *Robert F. Apgar*
Robert F. Apgar, Mayor

ATTEST:

Attest: *Michael Pleus*
Michael Pleus, City Manager

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor

Date: 9.6.2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of September, 2011, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the City of DeLand, on behalf of the city. They are personally known to me or have produced _____ as identification.

Kendra R. Curry
Notary Public, State of Florida at Large
Commission No: EE099155



KENDRA R. CURRY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE099155
Expires 8/19/2015

THE CITY OF PORT ORANGE:

By: *Allen Green*
Allen Green, Mayor

Attest: *Kenneth W. Parker*
Kenneth Parker, City Manager

Date: September 20, 2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of Sept, 2011, by Allen Green and Kenneth Parker, as Mayor and City Manager, respectively, of the City of Port Orange, on behalf of the city. They are personally known to me or have produced _____ as identification.



ROBIN L. FENWICK
MY COMMISSION # EE 115007
EXPIRES: August 26, 2015
Bonded Thru Budget Notary Services

Robin L. Fenwick
Notary Public, State of Florida at Large
Commission No: _____



**INTERLOCAL AGREEMENT
FOR
FIRE AND/OR RESCUE SERVICE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS AGREEMENT made and entered by and between the undersigned parties on the last date signed by a party to be effective for the term stated in Section 19:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and

WHEREAS, each party to this Agreement is a Public Agency, as defined under the Florida Interlocal Cooperation Act, and

WHEREAS, any Public Agency of this state may exercise jointly with any other Public Agency of this state any power, privilege, or authority which such agencies share in common and which they might exercise separately, and

WHEREAS, all the parties to this Agreement have and maintain fire departments with fire, rescue, and emergency medical service personnel, and equipment: and

WHEREAS, the parties to this Agreement have determined, in order to most efficiently utilize their separate powers, and at the same time provide for the health, safety, and welfare of the citizens of Volusia County, to engage in a cooperative effort in the form of an Interlocal Agreement for the purpose of providing mutual aid in time of an emergency.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the others under the following stipulations, provisions and conditions.

1. **Definitions**

- a. Requesting Party – a Public Agency in whose jurisdiction a fire, rescue and/or other emergency occurs and is of such character or magnitude that it cannot be adequately handled by that Public Agency's equipment and/or personnel.
- b. Aiding Party – a Public Agency requested to furnish fire, rescue or other equipment, and/or personnel to a Requesting Party or another Aiding Party.
- c. Public Agency - a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States

Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

- d. Public Safety Agency - a functional division of a public agency which provides firefighting, medical, or other emergency services.

2. **Intent**

The intent of this Interlocal Agreement is to provide mutual assistance in case of a fire, rescue, medical, or other emergency in order to bring the emergency under control in a timely manner or to provide back-up response in the Requesting Party's jurisdiction or providing assistance in a Requesting Party's jurisdiction.

3. **Official Request**

Assistance shall be rendered by any party to this Agreement upon request of the Fire Chief, or the duly authorized representative of the Requesting Party. Except as provided in paragraph 6, requests shall be initiated through the Aiding Party's dispatch center for any emergency situation.

4. **Apparatus, Equipment, Personnel**

The number of pieces of equipment dispatched and the number and classifications of personnel to staff such equipment shall be at the discretion of the Aiding Party.

5. **Justification for Mutual Aid**

This Agreement is not intended to represent an automatic aid agreement therefore, prior to requesting aid from another Public Agency which is a party to this Agreement, a Requesting Party must exhaust all the Requesting Party's appropriate resources within the Requesting Party's jurisdiction except that the County of Volusia must exhaust only those appropriate resources within the region in which the emergency is occurring, as identified by color and number on Attachment - "A".

6. **Prior Commitment of Equipment**

It is understood and agreed that the expectation for assistance is limited to the ability of the Aiding Party's Public Safety Agency to provide such assistance and to provide adequate protection to its own service area including those service areas in other jurisdictions required by other contracts/agreements.

7. **Justified Failure to Respond**

If the Aiding Party's Public Safety Agency is involved in an emergency operation at the time of receiving a request, the Aiding Party may refuse to respond or response may be delayed until such time as the Aiding Party determines it can

respond. The need for such delay, or inability to respond shall be communicated to the Requesting Party's Public Safety Agency.

8. **Priority for Simultaneous Calls**

a. Preparing to Respond or Responding.

If the Aiding Party's jurisdiction is stricken by an emergency situation while the Aiding Party's Public Safety Agency is preparing to respond or is responding under this Agreement, the Aiding Party's Public Safety Agency may recall its equipment and/or personnel as may be needed. The original Aiding Party must communicate the response change to the Requesting Party as set by protocols of the respective fire chiefs.

b. On Scene.

If the Aiding Party's jurisdiction is stricken with an emergency situation subsequent to the Aiding Party's Public Safety Agency arrival on scene of an emergency in a Requesting Party's jurisdiction and the Aiding Party's Public Safety Agency has received an assignment and/or is engaged in emergency operations the Aiding Party's Public Safety Agency shall remain on scene and continue emergency operations unless or until released by the Requesting Party's Public Safety Agency incident commander. The Aiding Party shall obtain mutual aid from other jurisdictions if needed to deal with the Aiding Party's new emergency situation. The Requesting Party will release the Aiding Party's resources as soon as it is safe to do so or when additional resources are available to assume their assignments.

9. **Aiding Party Release**

If an Aiding Party's Public Safety Agency is the primary responding agency to an incident, the Requesting Party's Public Safety Agency shall assume control of the incident if there is an available qualified resource to assume control. The Aiding Party's Public Safety Agency may return to its jurisdiction once the emergency has been mitigated and/or adequate/appropriate resources from the Requesting Party have arrived on-scene.

10. **Employee Insurance and Equipment Liability**

Each employing Public Agency shall be responsible for the compensation, insurance benefits, including workers compensation benefits, pension benefits, collective bargaining relationship, training, discipline and any other employment status or right for its respective employees. Each employing Public Agency shall remain responsible for all duty assignments, work and vacation scheduling, discipline of employees and all other similarly related personnel matters for its respective employees.

The Public Agency owning equipment lost or damaged while performing services pursuant to this Agreement shall bear the risk of loss or damage to said equipment.

11. **Jurisdictional Employee Liability**

All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any Public Agency when performing their respective functions within the jurisdictional limits of their respective public agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

12. **Mutual Aid Review Panel/Dispute Resolution**

If any party to this Agreement believes that a Public Agency is providing or requesting aid that appears to be outside the intent of this Agreement, those concerns shall be addressed in the following manner:

a. The concerned party shall express those issues in writing to each party the concerning party believes is operating outside the intent of this Agreement. The President of the VCFCA shall be copied. A written response shall be provided to the party that expressed concerns within fourteen (14) calendar days from receipt of the letter. The President of the VCFCA shall be copied. The respective parties shall meet and attempt to resolve the issue(s). If resolution is reached, the President of the VCFCA shall be notified.

b. In the event the issue is not resolved to the satisfaction of each party through the process described in 12(a), the matter may be referred to the President of the VCFCA, in writing by the party that has an unresolved concern. That party may request that the President of the VCFCA appoint a panel of three (3) uninvolved members of the VCFCA that will meet to review the concerns. That panel shall submit their findings and recommendation(s), in writing to the President of the VCFCA who shall inform the involved parties of the findings and recommendation(s).

c. In the event that any party to the dispute disagrees with the recommendation, the matter shall then be referred to the respective city and/or county managers for possible resolution. The respective managers shall ensure that any resolution is provided in writing with a copy sent to the President of the VCFCA. In the event the respective managers are unable to resolve the dispute within thirty (30) calendar days, then their respective positions/reasons shall be stated in writing and exchanged between the involved parties. A copy of each shall be provided to the President of the VCFCA.

d. The President of the VCFCA shall appoint a committee to develop amended language to the Agreement that is intended to clarify and resolve any disputes of a similar nature in the future. The amended Agreement shall then be submitted to the elected body of each party to the Agreement for approval/rejection. This process will be repeated, if necessary, until a

resolution acceptable to all parties to the Agreement is obtained or until a majority of the parties to the Agreement agree that all reasonable attempts for a resolution have been exhausted. If resolution acceptable to all parties to the Agreement cannot be obtained and a majority of the parties to the Agreement agree all reasonable attempts for a resolution have been exhausted, the President of the VCFCA shall notify each party to the Agreement in writing. The party or parties that are still in dispute may elect to continue to be a party to the Agreement or exercise their rights to terminate their participation in the Agreement, as each deems appropriate or take such other action as may be available legally to that party.

13. **Authority; General Responsibilities**

The Requesting Party's qualified designated employee who is in charge of the emergency situation shall adhere to the federally recognized National Incident Management System (NIMS) and shall coordinate and direct Aiding Parties until such time as the emergency is under control.

14. **Authority Control of Fire, Rescue, Emergency or Disaster**

The Requesting Party shall be responsible to replace any Aiding Party's resources which request to be relieved or replaced if the incident will exceed four (4) hours in duration.

15. **Back-up/Standby Duty Plan**

The Volusia County Fire Chiefs' Association shall promulgate a plan acceptable to all parties for coordinating back-up or standby duty under this Agreement.

16. **Indemnification/Hold Harmless**

Each party agrees that it will be responsible for its own acts or omissions and the results thereof as a result of the undertakings that the party has agreed to perform under this Agreement. Each party further agrees that it will indemnify and/or defend any other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party which arises from the undertakings that the indemnifying party has agreed to perform under this Agreement.

17. **Duration of Obligation of Indemnity**

The obligations of indemnity provided by the parties hereto under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four (4) years after the earlier to occur of (a) expiration of the Agreement; or (b) for each respective party, the termination of this Agreement by that party as provided herein prior to the expiration date unless a claim is pending which has arisen under this Agreement. In the event a claim is pending,

then such obligation to indemnify shall survive until the claim has been fully resolved and all payments have been made and releases of claim executed.

18. **Sovereign Immunity**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **Effective Date and Term**

This Agreement shall become effective when filed with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shall remain in effect for five (5) years from the date of such filing and may be extended for additional terms of five (5) years upon written approval of the parties.

20. **Amendments**

This Agreement may be amended by mutual written agreement of all of the parties. Any amendments to this Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

21. **Termination**

Any party to this Agreement may terminate their participation in the Agreement by providing the other Parties with at least thirty (30) days written notice of the intent to terminate the Agreement.

22. **Binding Agreement**

This Agreement shall inure to the benefit of and be binding upon each respective party's successor.

23. **Invalid or Unenforceable Provisions**

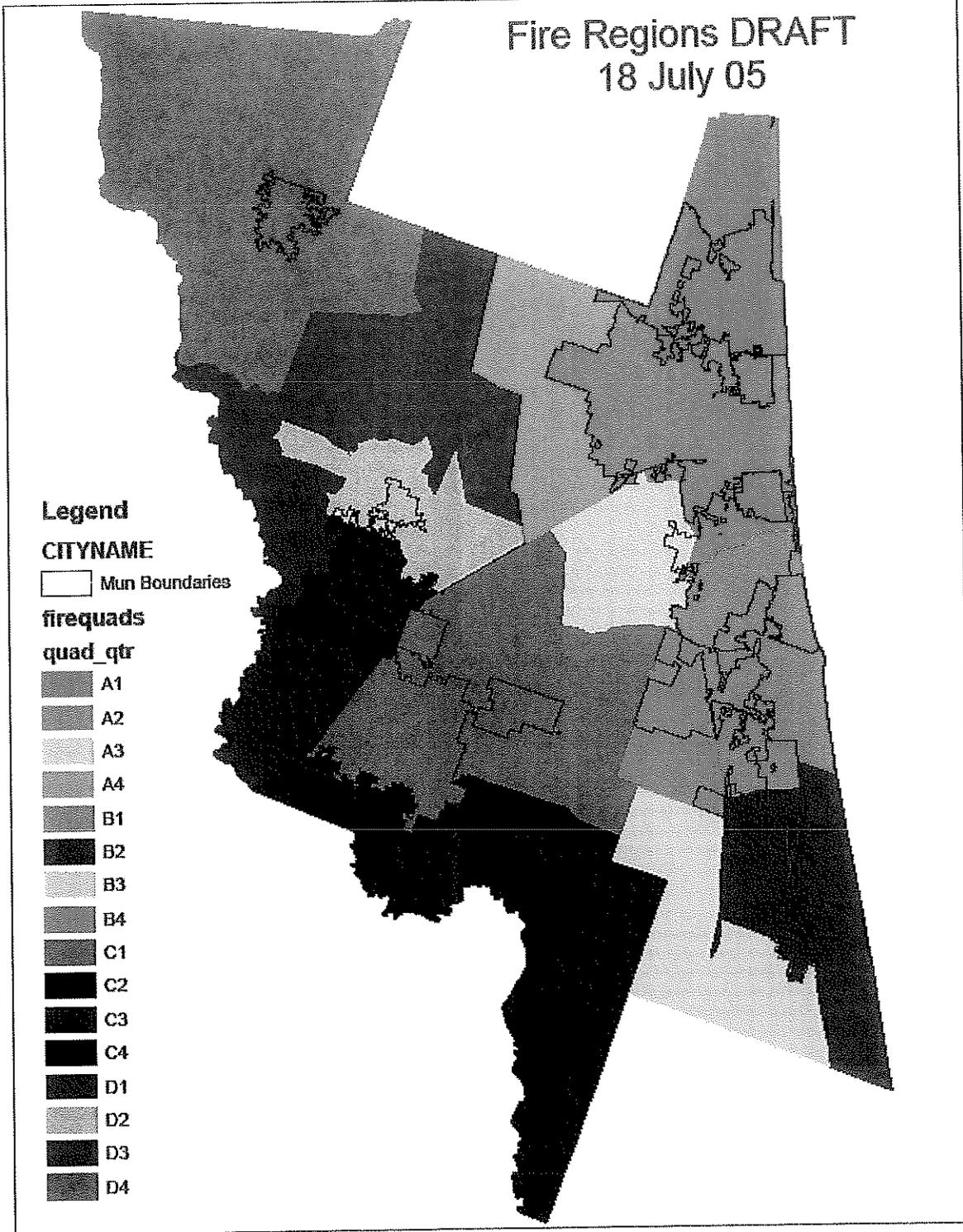
If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

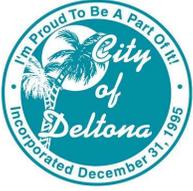
24. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties. There are no other understandings, terms, or conditions and no party to this Agreement has relied upon any representation, express or implied, not contained in this Agreement. All amendments to this Agreement must be in writing and executed by all parties. All prior understandings, terms or conditions are deemed to be merged in this Agreement.

IN WITNESS WHEREOF, the parties cause these presents to be signed by their duly authorized officers on the above-mentioned date.

Attachment "A"
Fire Response Regions





Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 8 - B

SUBJECT:

River to Sea Transportation Planning Organization (TPO) FY2016/17 Funding Agreement - Chris Bowley, AICP, Planning & Development Services Director (386) 878-8602.

Strategic Goal: Fiscal Issues, Transportation/CIP.

LOCATION:

Citywide

BACKGROUND:

The River to Sea TPO operates as a regional transportation agency for communities within Volusia and Flagler Counties. There is an agreement for the operation of the TPO as the City's regional representative, per the attached River to Sea TPO FY2016/17 Funding Agreement. The TPO has several boards/committees, which City elected officials, staff, and citizens represent the community on transportation matters. The TPO performs feasibility studies and project funding, the most recent of which is for the Lakeshore Multi-Use Trail.

COST:

\$8,750.00

SOURCE OF FUNDS:

General Fund

ORIGINATING DEPARTMENT:

Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Planning & Development Services Director - Staff recommends that the City Commission approve the River to Sea Transportation Planning Organization FY2016/17 Funding Agreement.

POTENTIAL MOTION:

"I hereby move to approve the River to Sea Transportation Planning Organization FY2016/17 Funding Agreement."

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2016/2017 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ___ day of _____ 2016, by and between the **CITY OF DELTONA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "R2CTPO").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; 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, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2016/17 FUNDING.** The CITY agrees to allocate **\$8,750.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2016/17 budget effective July 1, 2016. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2015 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2017.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

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

RIVER TO SEA TPO



Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:



Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF DELTONA

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: DELT2017

DATE: June 24, 2016

DUE: July 1, 2016

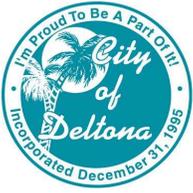
Ms. Jane Stang, City Manager
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 16/17 Member Assessment		\$8,750.00
TOTAL DUE			\$8,750.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Herb Seely, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - A

SUBJECT:

Public Hearing - Ordinance No. 24-2016, Vineland Reserve RPUD (RZ15-006), at first reading - Chris Bowley, AICP, Planning and Development Services, (386) 878-8602.

Strategic Goal: Create more diversified and high-quality housing opportunities.

LOCATION:

Generally located along the north side of Doyle Road, west of SR 415, and south of Collins Rd.

BACKGROUND:

The ±102.7 acre Vineland Reserve property has development rights assigned in a prior rezoning action to Residential Planned Unit Development (RPUD). The applicant has applied for a zoning amendment to the existing RPUD to create a new RPUD. The prior RPUD approval was for 346 total dwelling units (218 single family and 128 townhomes). The proposed RPUD increases the total dwelling units to 407 (279 single family and 128 townhomes). The RPUD amendment application was reviewed by the Planning & Zoning Board on June 15, 2016, and the Board unanimously voted to recommend denial of the application to the City Commission. The Planning & Zoning Board's comments were based on the following:

1. Add an amenity center that serves the single-family residential portion of the site;
2. More open space is needed within the single-family residential subdivision;
3. Provide more pedestrian connectivity and a connection to the adjacent school;
4. Remove the eastern roadway connection to Collins Road and ensure that the connection shown is for a 20-ft. wide emergency vehicle connection only;
5. Ensure that the City is included in the design review of Doyle Road; and
6. Provide 100% opaque screening along Collins Road to screen the site from nearby less-intensive residential uses.

The applicant worked with City staff to update the Development Agreement and Master Development Plan with the above listed comments. With the proposed comments from the Planning & Zoning Board, the ordinance is transmitted forward to the City Commission for first reading.

COST:

N/A

AGENDA ITEM: A.

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that Ordinance No. 24-2016 be approved, at first reading, with the recommended changes to the RPUD program to include comments from the Planning & Zoning Board.

POTENTIAL MOTION:

"I hereby move that Ordinance No. 24-2016 be approved, at first reading, with the recommended changes to the RPUD program to include comments from the Planning & Zoning Board."

ORDINANCE NO. 24-2016

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, REZONING AND AMENDING THE OFFICIAL ZONING MAP FOR APPROXIMATELY 102.7 ACRES OF LAND WITH A CITY OF DELTONA RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) TO RPUD LOCATED BETWEEN DOYLE ROAD AND COLLINS ROAD TO ALLOW FOR AN INCREASE IN THE NUMBER OF UNITS AND PROJECT REDESIGN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deltona, Florida has received an application to rezone approximately 102.7 acres from Residential Planned Unit Development (RPUD) to Residential Planned Unit Development (RPUD); and

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

WHEREAS, after said public hearing, the City Commission of the City of Deltona, Florida, has determined that the RPUD zoning is consistent with the Comprehensive Plan of the City of Deltona, Florida.

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

Section 1. Located in the City of Deltona, Florida the following property is hereby rezoned to RPUD:

OR 6801, PAGE 3579

A portion of the North 1/2 of Section 12, Township 19 South, Range 31 East, Volusia County, Florida, more particularly described as follows:

Commence at the North 1/4 corner of said Section 12; thence South 00°12'06" East. 35.00 feet to the point of beginning; thence North 89°59'16" East, 1333.40 feet; thence South 00°24'06" East,

1285.85 feet; thence North 89°57'56" East, 1337.92 feet, to a point on the East line of the Northeast 1/4 of said Section 12; thence South 00°35'15" East, along said line 660.18 feet; thence South 89°57'15" West, 1340.18 feet; thence North 00°32'09" West, 480.44 feet; thence South 89°59'40" West, 178.79 feet; thence North 00°23'29" West, 180.04 feet; thence South 89°59'36" West, 1440.94 feet to a point on the East line of the West 31.0 acres of the Northeast 1/4 of the Northwest 1/4 of said Section 12; thence North 00°26'19" West, along said line, 1285.77 feet; thence South 89°59'21" East, 288.37 feet to the Point of Beginning Said lands lying in Volusia County, Florida.

Less

A portion of the North 1/2 of Section 12, Township 19 South, Range 31 East, Volusia County, Florida more particularly described as follows:

Commence at the Northeast corner of said Section 12; thence South 89°59'26" West, along the North line of the Northeast 1/4 of said Section 12, a distance of 2622.03 feet; thence South 00°12'15" East, 1004.55 feet; thence South 89°47'45" West, 104.82 feet to the Point of Beginning; thence South 00°12'15" East, a distance of 220.00 feet; thence South 89°47'45" West, 200.00 feet; thence North 00°12'15" West, 220.00 feet; thence North 89°47'45" East, 200.00 feet to the Point of Beginning. Said lands lying in Volusia County, Florida.

TOGETHER WITH:

A portion of Section 12, Township 19 South, Range 31 East, Volusia County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest one-quarter of the Northeast one-quarter of said Section 12; thence South 89°47'05" East along the North line of said Southwest one-quarter. 1257.97 FEET; thence South 00°03'57" East. 180.00 feet to the point of beginning; thence South 89°47'05" East, 80.00 feet, to a point on the West line of the Southeast one-quarter, of the Northeast one-quarter of said Section 12; thence South 00°03'57" East, along said line, 1532.84 feet to a point on the North right-of-way Line of Doyle Road; thence North 71°58'36" West, along said line, 84.16 feet; thence North 00°03'57" West, 1507.10 feet to the point of beginning.

AND TOGETHER WITH

OR 6969, PAGE 3583

THE WEST 31 ACRES OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 12;
THENCE NORTH 89°59'21" WEST, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 12, A DISTANCE OF 288.63 FEET; THENCE SOUTH 00°26'19" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°26'19" EAST, A DISTANCE OF 1283.10 FEET; THENCE SOUTH 00°26'19" EAST, 2.68 FEET;

THENCE SOUTH 89°59'40" WEST, 1045.57 FEET; THENCE NORTH 00°26'19" WEST, 1321.08 FEET; THENCE SOUTH 89°59'21" EAST, 167.56 FEET; THENCE SOUTH 00°00'39" WEST, 35.00 FEET; THENCE SOUTH 89°59'21" EAST, 878.28 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

Section 2. This Ordinance is adopted in conformity with and pursuant to the Comprehensive Plan of the City of Deltona, the Local Government Planning and Development Act, sections 163.161 et. seq., Florida Statutes, and the Municipal Home Rule Powers Act sections 166.011 et. seq., Florida Statutes.

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

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or applications of this Ordinance which can be given effect without the invalid provision or application.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS _____ DAY OF _____, 2016.

First Reading: _____

Advertised: _____

Second Reading: _____

BY: _____

JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, CMC, MMC City Clerk

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

GRETCHEN R. H. VOSE, ESQ, City Attorney

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Gretchen R. H. Vose, Esq.
City Attorney
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

For Recording Purposes Only

Exhibit “A” to Ordinance No. 24-2016

DEVELOPMENT AGREEMENT

for the project known as Vineland Reserve Planned Unit Development (PUD) located at 450 Doyle Road (FKA Pell Place and Vineyard Reserve) (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ___ day of _____, 2016, by and between the CITY OF DELTONA, a Florida municipal corporation, with a mailing address of 2345 Providence Boulevard, Deltona, Florida 32725, (hereinafter referred to as the “City”), and Lake Disston Lands LLC, a Florida Limited Liability Company with a mailing address of 230 North Woodland Boulevard, Suite 304, DeLand, Florida 32720 (hereinafter referred to as the “Owner”).

WITNESSETH

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Deltona, said lands being more particularly described in Exhibit “B”, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner has clear title of the Subject Property; and

WHEREAS, the Owner desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations and this Agreement does not replace, supersede, or grant variances to those regulations; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner has sought the City's approval to develop the Subject Property, and the City approved Ordinance No. 24-2016, through rezoning the Subject Property to a Residential Planned Unit Development (RPUD), as defined under the City's Land Development Code on _____, 2016. The RPUD shall consist of this Agreement as the Written Agreement of the RPUD and an Exhibit "C", Master Development Plan (MDP), attached hereto and by this reference made a part hereof as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owner of the Subject Property is: Lake Disston Lands LLC., a Florida Limited Liability Company.

3. **Title Opinion/Certification.** The Owner will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Deltona's Code of Ordinances, the use listed in this Agreement shall prevail.

A. The Vineland Reserve RPUD is consistent with the Comprehensive Plan.

B. Permitted principal uses allowable on the Subject Property:

- 1a. Residential – Single Family Residential, detached, not to exceed 279 units;
- 1b. Residential – Townhomes not to exceed 128 units;
2. Residential – Alternative to Townhome Development: The MDP contemplates a section of Townhomes within the eastern portion of the Subject Property. In lieu of the 128 Townhomes illustrated on the MDP, Owners may develop additional single family residential lots. However, consistent with Sec. 110-319(k)(5)d of the City Land Development Code, the change shall be processed via a major amendment to this Agreement. If the major amendment is approved, all single family residential lots shall be subject to the development criteria provided herein. If Owner avails itself to this option, the total number of single family residential lots for the Subject Property shall not exceed 360 units;
3. Amenity Center - An amenity center available to and serving all single family residential parcels of Vineland Reserve shall be provided. An additional amenity center shall be available to and serving all residents located within the townhome portion of the site. Each amenity center shall consist of a club house, pavilion, or similar type of structure commonly associated with community amenities. Other amenities shall include recreational types of improvements. Examples include tennis courts, basketball courts, pickle ball facilities, shuffleboard, etc. Parking shall be afforded in accordance with Section O of this Agreement. All structures and amenities shall be setback at minimum 20 feet from property or lot lines.
4. Pedestrian/Bicycle Trail – In addition to the sidewalk requirements provided herein, a pedestrian/bicycle trail shall be provided as an amenity to the development. The trail:

a) Shall be no narrower than 8-feet wide and composed of a paved compacted, stabilized surface;

b) Shall connect the Property and the neighboring Volusia County Public School to provide paved access to the school property for the students within the development.

c) Shall run along the length of the entrance roadway, south to Doyle Road. Notwithstanding anything to the contrary contained herein, the portion of the trail along the entrance road may be provided in lieu of sidewalks which would otherwise be required along both sides of the roadway but only if said portion of the trail is ADA compliant; and

d) May be located within the perimeter buffer of the Property. As part of the trail, a small trailhead servicing the residents of the Property shall be provided and shall include a bicycle rack or basic bicycle parking facilities. The trailhead may be collocated at the amenity center or it may be provided at a separate location. It is the intent of this provision to provide an amenity and point of access for the residents of the Property to the Volusia County Trail System, though no direct connection to said system is required or implied. The trailhead is not intended to serve the general public using the Volusia County Trail System.

5. Home Occupations, as restricted by Section 110-807 of the City's Land Development Code, as it may be amended from time to time;
6. Signage – All signs shall be consistent with Chapter 102 as it may be amended from time to time. According to Sec. 102-76, subdivision entrance signs can be administratively approved. The main entrance to Vineland Reserve is planned to be off of Doyle Road. Therefore, the City shall allow entrance signage at the Doyle Rd. driveway cut. The entrance sign shall be a free standing monument sign of no more than six feet high with an 18 inch base. The copy area shall feature no more than 75 square feet. The sign shall not contain any electronic messaging. Foundation landscaping will be a required element of the sign. The entrance sign shall be permitted separately and must be approved by the Director of Planning and Development Services. An elevation of the sign, including color renditions, landscaping and other design elements shall be part of the submittal to the Director.
7. Infrastructure and support uses for above listed uses.

C. Prohibited principal uses, if any:

1. Uses that are not customary residential;
2. Mobile/manufactured homes defined by the United States Department of Housing and Urban Development.

D. Proposed minimum density: 3 units/ac

E. Proposed maximum density: 4 units/ac

F. Impervious surface ratio is not to exceed 60% of the gross square footage for the Subject Property.

G. Maximum lot coverage: 60% for single family homes and 60% for townhomes.

H. Landscaping and bufferyard requirements meet or exceed the standards provided in Section 110-808 of the City's Land Development Code. A minimum of a 20 foot perimeter buffer shall be afforded around residential nodes of the project. The perimeter buffer adjacent to and along Collins Road shall either consist of a six (6) foot high screen wall of decorative material (non-wood or non-vinyl), a berm with landscaping at 75% opacity, or landscaping only at 100% opacity. Other areas of the project proposed for landscaping shall be depicted on the MDP. A Landscape Plan, illustrating the perimeter buffer yard widths, landscape materials, opacity of screening for adjacent land uses, internal landscape buffers between parcels, within parcels and any common areas shall be provided. Stormwater management facilities shall not be placed within bufferyards.

I. Minimum lot size area:

1. Single Family Residential Lots: 5,750 sq. ft.
2. Townhome Residential Lots: 2,520 sq. ft.

J. Minimum lot width:

1. Single Family Residential Lots: 50 ft.
2. Townhome Residential Lots: 24 ft.

K. Minimum yard setbacks:

1. Single Family Residential Lots
 - a) Front yard: 20 ft.
 - b) Side yard: 5 ft.
 - c) Street side yard: 10 ft.
 - d) Rear yard: 10 ft.
 - e) Minimum floor area: 1,200 SF
2. Townhome Residential Lots
 - a) Front yard: 20 ft.
 - b) Side yard: N/A
 - c) Street side yard: N/A
 - d) Rear yard: 10 ft.
 - e) Minimum floor area: 1,000 SF per unit

L. Accessory Structures: Accessory structures shall be allowed for single family residential lots only; comply with all applicable City supplementary regulations as amended from time to time; be located outside of any easements; and comply with the

following setbacks:

- a) Rear yard: 5 ft.
- b) Side yard: 5 ft.
- c) Street side yard: 10 ft.

M. Maximum building height: 35 ft.

N. Cell tower: There is a parcel of land surrounded by the property proposed to be rezoned which is not owned/controlled by the Owner. This parcel, totaling approximately 0.50 acre in size, is developed with a 59.4 foot high monopole cell tower. The cell tower is not camouflaged. Chapter 82 of the City Land Development Code typically requires a minimum distance from single family residential structures of 300-feet for non-camouflaged towers of that size. Notwithstanding that provision, the minimum distance from the cell tower to a single-family residential structure shall be 150 feet, similar to what is required for a camouflaged tower of that size. Any parcel that contains a single family structure located within 300-feet of the cell tower shall be placed on notice by the Owner that the cell tower is located within 300-feet of the single family structure and that nothing contained within this agreement shall abridge the cell tower owner's right to enlarge or reconstruct the cell tower pursuant to federal and state guidelines. No residential lots shall be platted/created within the design fall radius of the subject tower as shown on the final plat.

O. Minimum parking standards are per Sections 110-828 and 110-829 of the City's Land Development Code. For the townhomes that may be constructed, the following additional provisions shall apply: No less than 50% of the townhomes constructed shall include two-car, internal garages. All other townhomes constructed may have two-car, internal garages but shall each have at least a one-car internal garage. Ample parking in the form of surface lots and parallel parking shall be provided to comply with the total parking requirements referenced above.

P. Minimum lighting standards per the City's Land Development Code shall be included on a separate Illumination Plan to be provided at the time of site plan and/or plat submittal.

Q. Architectural controls and development on the Subject Property:

1. Single Family Residential Lots.

- a) All structures shall complement one another and shall convey a sense of quality and permanence. Nothing contained herein shall require, nor preclude, a uniform architectural style or design aesthetic within the single family residential neighborhood. This shall permit, but not require, a diversification of architectural styles or designs available to homebuilders within the single family residential neighborhood. A homeowners association shall be formed to

determine and enforce architectural expectations of the community. The City shall not be responsible for implementing architectural controls unless otherwise specified in this Agreement or other applicable City codes.

- b) Utility boxes, air conditioning condensers, pool pumps and similar mechanicals/apparatuses shall be screened from the public rights-of-way by architectural screening consistent with the structure or landscaping of sufficient density and maturity at planting to provide opaque screening.
2. Townhome Residential Lots.
- a) All structures shall complement one another and shall convey a sense of quality and permanence. All structures shall follow a common architectural theme by harmoniously coordinating the general appearance of all buildings and accessory structures which may be visible from a public right-of-way. This includes any amenity centers. The purpose is to provide visual compatibility and functional continuity between the townhomes located within the townhome residential lots. For purposes of this subparagraph, general appearance includes, but is not limited to, exterior wall finishes, construction materials, roof styles, slopes, architectural details and ornamentation.
 - b) Exterior walls shall be constructed of finished materials such as stucco, natural brick or stone, finished concrete, wood or concrete fiberboard or other similar materials on all sides.
 - c) The architectural elements of amenities, accessory structures and signage shall be consistent.
 - d) All service areas and mechanical equipment visible from public rights-of-way (ground or roof) including but not limited to, air conditioning condensers, heating units, electric meters, irrigation pumps, ice machines, vending machines and other mechanicals, shall be screened using architectural features consistent with the structure, or landscaping of sufficient density and maturity at planting to provide opaque screening. Nothing contained herein shall be applied in violation of federal, state or local laws regarding the use of satellite television.
 - e) All controls and variations shall be defined by a Homeowners Association, as defined within this Agreement.
3. All utility distribution lines shall be located underground.

R. Utility provision and dedication: The project shall be served by central water, sewer and reuse water. The Owner shall connect to the City of Deltona's central utility systems, and construct the required water, reuse, and wastewater utility network at their sole cost and expense. Utility fees shall be paid to Deltona Water before any building permit is issued. Central utility systems, both on site and off site, are to be designed, permitted, and constructed to City specifications and dedicated to the City upon final inspection, clearance, and acceptance by the service provider.

- S.** Stormwater: The ponds associated with the stormwater system shall be owned and maintained by an established Homeowners Association and shall not be dedicated to or become the responsibility of the City of Deltona. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the owner and shall be maintained by the Homeowners Association in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required. Finally, the stormwater system and related drainage will need to be sized/designed to manage flows from all impervious surfaces as provided herein.
- T.** Transportation, site access, and traffic devices: The Owner is responsible for all transportation improvements within the Subject Property and any applicable off-site transportation requirements. The goal of such improvements are to maintain or improve the level of service for area roadways and ensures the public health, safety, and welfare. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts. The MDP depicts an 80-foot wide access way from Doyle Road to the development nodes of the project. This access will represent the primary access for the project. Notwithstanding an off-set intersection with Doyle Rd., the entrance road shall be designed appropriately to intersect with Doyle Rd. The project will generate 3,497 trips per day. These trips are projected to be distributed on Doyle Rd. via the above mentioned 80 foot wide ingress/egress road. The following improvements will be required to accommodate access onto Doyle Road:
- 1) An eastbound left-turn lane from Doyle Rd. to the access road with ample storage and transition.
 - 2) A westbound right-turn lane from Doyle Rd. to the access road with ample storage and transition.
 - 3) Appropriate Doyle Rd. travel lane transitions to ensure long term functionality of Doyle Rd.

The above improvements must be financed and constructed solely by the Owner and approved by the County with review from the City, before the first building permit is issued within the project. The actual design distances and other related requirements will be determined through the County Use Permit review process.

Sidewalks of a minimum of five feet of width shall be provided along both sides of all roadways within the project. As provided herein, a pedestrian/bicycle trail along the entrance road from Doyle Road may be provided in lieu of sidewalks along both sides of the road if said trail is constructed to ADA standards.

The Vineland Preserve property abuts Osteen Elementary School. Therefore, the sidewalk network shall be connected to the school through a common boundary via the pedestrian/bicycle trail. This is to eliminate the need for students residing within the Property to walk down to and along Doyle Road to access their school. The design and location of the pedestrian connection shall be determined between the Owner and the Volusia County School District.

The Property abuts Collins Road along the northern boundary. Collins Road provides access to SR 415 and is a County maintained road. However, Collins Rd. is not suitable to accommodate traffic associated with the Vineland Preserve project because of design limitations and lack of appropriate paving/stabilization. Vineland Preserve is designed with one outlet to Collins Road, but this access point is limited for emergency purposes only and said access point shall be gated or otherwise impeded to only allow access by emergency vehicles.

The medians associated with the entrance road shall be landscaped and irrigated with reuse water. The landscaping will include grass and other materials as deemed appropriate by the Owner and/or Homeowner's Association. The Homeowner's Association shall be responsible for the irrigation and maintenance of the landscape area.

The owner shall ensure full access to the cell tower site that is surrounded by the Vineland Reserve project. The access configuration shall be addressed with the owner of the cell tower property and reflected on the plat as part of the plat process.

- U. Development Phases: The Subject Property may be developed at one time or in phases. If developed in phases, each phase must comply with and satisfy the terms and conditions provided for herein and the plat process as applicable per Chapter 106 of the City Land Development Code.
- V. Common Open Space: No less than 25% of the RPUD will be considered common open space. The common open space area shall be open for all residents for recreation and/or other leisure uses. Examples of common open space shall be the amenity centers and a trail system that extends through the natural vegetation retention area.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows:

- A. All rights-of-way shall be designed, constructed and dedicated to the public as per City, or as applicable, Volusia County requirements.

- B. All on site and off site lift stations, water/sewer lines and related infrastructure shall be designed, constructed, and dedicated to the public as per City requirements.
- C. Collins Road as it may exist on the on property.
- D. Other dedications as deemed appropriate by the City which may arise during the plat and/or site plan review process.

8. **Development Permits/Fees.** The Owner is responsible for obtaining, permitting, and the payment of all fees for facilities and services associated with the development and maintenance of the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the City, surrounding community and the development. All impact fees are applicable and no impact fee credits shall be awarded through this Agreement. Proportionate fair share site improvements shall not be used in lieu of City impact fees. Owner is responsible for County impact fees and at the discretion of the County may be required to engage in proportionate fair share activities or a similar type of arrangement.

9. **Site Plan/Plat Approval.** Exhibit "C", the Master Development Plan, is the graphic for this RPUD and this Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

10. **Indemnification.** The Owner shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

11. **Compliance.** The Owner agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner, or its successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy or plan/plat approvals to the Subject Property, should the Owner fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the

more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner. If the Owner fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner and its successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (19) of this Agreement.

13. **Concurrency and Vested Rights.** The Owner acknowledges and agrees that prior to the issuance of any development orders for the Property, the Owner must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property, as cited in Section 86-34 of the City's Land Development Code.

14. **Environmental and Tree Preservation.** The Owner is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for proportion (i.e. tree preservation). This Agreement does not vest or exempt the Owner from any permitting and mitigation obligations needed to develop a Subject Property. The property contains gopher tortoise habitat. The site needs to be surveyed and if deemed necessary, tortoises relocated. Any relocation of tortoises needs to be consistent with applicable permitting agencies.

15. **Homeowners Association or Property Owners Association.** A Homeowners Association (“HOA”) shall be established by law to manage the affairs of the Property. The charter and by-laws of an HOA for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA shall at a minimum be responsible for maintaining the common open space, stormwater ponds, amenities, any common utility systems, such as for irrigation, landscaping site lighting, project signage and implementing the architectural and aesthetic requirements. The Owner shall be responsible for establishing the HOA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the City will engage Code Enforcement services.

16. **Enforcement and Venue.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for the payment of all of the City’s costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property subject in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER REPRESENTATIVES:
James Skinner
Lake Disston Lands LLC
230 North Woodland Boulevard, Suite 304
DeLand, Florida 32720

WITH A COPY TO:
Michael J. Woods, Esq.
CobbCole
351 East New York Avenue; Suite 200
DeLand, Florida 32724

CITY'S REPRESENTATIVES:
City Manager
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

WITH A COPY TO:
Director, Planning & Development Services
City of Deltona
2345 Providence Boulevard
DeLand, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's or Developer obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the Subject Property, shall be binding upon and inure to the benefit of the Owner and its successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

25. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. 24-2016; and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Owner, and the City have executed this Agreement.

OWNER

Lake Disston Lands LLC

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DELTONA:

By:

Date:

ATTEST:

Date:

Mailing Address:
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Deltona.

Signature of Notary

(NOTARY SEAL)

Print or type name

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

Gretchen R. H. Vose, Esq.
City Attorney

EXHIBIT B
LEGAL DESCRIPTION
(Presently shown on cover page of Exhibit C)



Staff Report

To: Planning and Zoning Board
From: Chris Bowley, AICP, Director of Planning and Development Services
Date: May 4, 2016
Re: Project No. RZ15-006, Ordinance No. 24-2016, Vineland Reserve RPUD

A. Summary of Application:

Applicant: Michael J. Woods, Esq. representing Lake Disston Lands, LLC

Request: Rezone multiple parcels totaling approximately 102.7 acres from Residential Planned Unit Development (RPUD) to RPUD

Tax Parcel No.: 9112-00-00-0062, 0020, 0030, 0070, 0150, 0250, 0151, 0251, and 0061

Property Acreage: ± 102.7Acres

Property Location: The property is located in the southeastern section of the City between Doyle Road and Collins Road west of SR 415 near Osteen Elementary School.

Legal Description: See attached.

B. Existing Zoning: Residential Planned Unit Development (RPUD)

C. Background: The subject property was annexed into the City in 2004 and was rezoned in 2007 to a Residential Planned Unit Development (RPUD). The 2007 RPUD approved under Ordinance No. 22-2007 featured 346 residential dwelling units. Of the 346 dwelling units, 128 were proposed to be multi-family townhomes. Notwithstanding the City approving Ordinance No. 22-2007, the applicant/developer never executed the Development Agreement. Shortly thereafter, the property went into receivership. Eventually, the property was bought by Lake Disston, LLC and an application has been made to the City to rezone the property. The new RPUD proposal is similar to the 2007 development plan. However, the number of units requested has increased from 346 to 407. Of the 407 units proposed 279 are planned to be detached single family lots and the remaining 128 are townhome multi-family

units. The overall density is a little under four units per acre. Note: when the property was annexed, the City never changed the County Future Land Use Designation of Urban Low Intensity (ULI). Under F.S. 171.062, County Future Land Use Designations remain in effect for annexed land until a City changes the land use. In the case of the Vineland Reserve project, the development is still consistent with the County ULI designation. Finally, there is an inholding within the property proposed for rezoning. The inholding is a cell tower site that is not owned by the applicant.

D. Support Information

Public Facilities:

- a. Potable Water: Deltona Water
- b. Sanitary Sewer: Deltona Water
- c. Reuse Water: Deltona Water
- d. Fire Protection: Deltona Fire. Station 64 is the closest City fire station
- e. Law Enforcement: Volusia County Sheriff's Office (VCSO)
- f. Electricity: Florida Power and Light

E. Matters for Consideration:

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

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

As has been stated, the property is designated with a County Future Land Use category – Urban Low Intensity (ULI). According to State Law (F.S. 171) there is no preclusion of a municipality utilizing a County Future Land Use classification to approve zoning and/or land development proposals. According to the County Comprehensive Plan, the density range for the ULI is 0.2 to 4 dwelling units per acre. The 407 units proposed on the 102.7 acres of land is just below the 4 dwelling units per acre threshold and within the density range of the ULI.

The most comparable City Land Use designation to the County ULI is Low Density Residential (LDR). The LDR Land Use designation has a density range of 0 to 6 dwelling units per acre and recognizing the suburban nature of the City is the most widely applied Land Use designation. Therefore, the requested four dwelling units per acre density is well within the range of the City LDR designation and comports with City density expectations as articulated within the City Comprehensive Plan. Finally, the LDR designation while recognizing the dominate detached single family dwelling unit on an individual lot development pattern, still allows for a range of housing types including attached units like the townhomes planned.

The following Comprehensive Plan provisions are applicable in light of the RPUD rezoning request:

Policy FLUI-1.1

Development consistent with the Future Land Use Map shall not occur until services and facilities have been determined to be available concurrent with the impacts of the proposed development.

9J-5.006(3)(c)(1,3,6)

There is adequate public service capacity to support the Vineland RPUD at the density proposed. Public services include central water and sewer, transportation and school workstation capacity.

Policy FLUI-1.5

Densities or intensified new development shall not exceed the capacity of the existing transportation system or the capacity of improvements as programmed in the Transportation and Capital Improvements elements unless the City proceeds with implementing a transportation concurrency exception area (TCEA).

9J-5.006(3)(c)(3,4,7)

The applicant has submitted a traffic impact analysis which indicates the City transportation network has adequate capacity to service the 3,497 trips generated from the project. However, there have been improvements identified to facilitate safe and efficient flow of traffic. The improvements include both left and right turn lanes associated with the intersection of the project entrance road and Doyle Road. The owner/applicant will be required to finance and construct the aforementioned improvements. The City did have the transportation findings reviewed and the City review determined the applicant traffic impact analysis and related improvements were appropriate. Finally, none of the traffic modeling and related review was predicated on the project utilizing Collins Road as access to SR 415.

OBJECTIVE FLUI-5

The City of Deltona shall protect natural, archaeological, and historic resources from any adverse development impacts. This will be accomplished through the implementation of the land development regulations and coordination with appropriate permitting agencies.

9J-5.006(3)(b)(4)

The property proposed for development has historically been used for agricultural production including citrus, hay and cattle grazing. Soils on site are sandy and well drained. None of the property is located within the 100 year floodplain. Therefore, the property is suitable to support development. The property does support gopher tortoises.

Tortoises will need to be protected on site and/or relocated as per State permitting requirements.

Policy FLUI-7.9

The residential density guidelines for each Future Land Use category represent an acceptable range and the allowable density shall be based upon the following minimum criteria:

- a. Reducing sprawl by providing options for higher residential densities in appropriate locations;*
- b. Environmental constraints, as established in the Conservation Element;*
- c. Land use compatibility;*
- d. Availability of public facilities and services at acceptable levels of service;*
- e. Character of an area;*
- f. Energy efficient design such as the provision of pedestrian and transit oriented access and options, and the use of efficient subdivision and construction standards;*
and
- g. Other policies of this Comprehensive Plan or Land Development Code, which establish more stringent density requirements.*

The proposed density range of 4 units per acre is well within the City land use density guidelines for residential development (Low Density Residential – 0 to 6 units per acre). In addition, the proposed townhome format and smaller lot sizes represent a more compact development pattern and a more efficient use of land.

Policy FLUI-7.22

The City of Deltona shall use and enforce appropriate Volusia County density/intensity standards on annexed properties, as an interim density/intensity limit, until such time the City Commission amends the City's Comprehensive Plan to apply City land uses to such annexed lands. Such City density/intensity standards shall be consistent with the City's Comprehensive Plan.

As has been mentioned, the City is processing the RPUD rezoning under the County Urban Low Intensity (ULI) Land Use category. The RPUD density, as proposed, is consistent with the County ULI designation. Therefore, the RPUD density is consistent with the above referenced policy.

Policy FLUI-7.13

New residential development shall afford a buffer to non-residential land uses. 9J-5.006(3)(c)(2)

The project is located in the southeastern section of the City near SR 415 and Osteen. The RPUD property has traditionally been on the eastern periphery of the Deltona Lakes plat.

Some of the existing land uses in the vicinity of the Vineland RPUD have been more rural in character including large lot subdivisions accessed by unpaved roads. However, notwithstanding some of the rural elements in the area, the RPUD property and surrounding area have been earmarked through both the County and City of Deltona planning programs for urban uses. Even though there is an urban expectation for the area articulated by both the City and County Comprehensive Plans, compatibility is important. Consistent with the above referenced policy, buffers will be used to provide an appropriate transition between the proposed urban development and other less urban land uses in the vicinity.

Policy FLUI-8.1

The Future Land Use Map shall contain adequate residential land to accommodate the projected population. 9J-5.006(3)(c)(1,2,7)

City population projections are illustrated in the below table:

Year	2010	2015	2020	2025
Population	85,182	87,367	92,995	98,018
Source: Shimberg Center for Housing, University of Florida				

The table above clearly indicates population growth within the City within the current planning window. In fact, there is an approximately 11% population increase forecasted between 2015 and 2025. There is anticipation the City can accommodate the expected 2025 population with existing vacant land resources. The 102.7 acre tract is part of the City vacant land inventory and the rezoning request represents an efficient use of land. In addition, the Vineland project, as proposed, will ensure the City can still grow without having to expand its jurisdictional borders into rural and/or ecologically sensitive areas away from public services.

2. Its impact upon the environment or natural resources.

The majority of the property has been or is being used for agricultural endeavors. Historically, portions of the property were planted in citrus and produced hay. Currently the property is used for cattle grazing. The approximately west 425 feet of the property south of Collins Road is natural. The natural area is forested with a mixture of pines and oaks. The soils on site are well drained and sandy. None of the property is located within the 100 year floodplain. There are no wetlands on site. Topography can be described as gentle and rolling. However there is a depression located along the southern end of the property. The declivity accounts for about 1.5 acres of land. The property does support a population of gopher tortoises. The site will need to be surveyed for tortoises before land development to determine the

tortoise population and the location of burrows. The options to manage gopher tortoises include:

- 1) On-site preservation;
- 2) Relocation; or
- 3) A combination of methods.

All tortoise management will need to be permitted with the Florida Fish and Wildlife Conservation Commission.

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

The project is a residential development of the property will result in short term construction jobs only.

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

a. Schools:

The applicant will be required to work with the Volusia County School District with regard to workstation spaces. The Owner may be required by the School District to mitigate if there is a workstation deficiency identified. Currently, there is high school and elementary school capacity within southwest Volusia. However, middle school capacity may be deficient. Staff will have an update on the status of school workstation space and any actions required of the Owner, if any, to address lack of school space.

b. Sewage Disposal:

The project will generate about 115,588 gallons of wastewater a day. The wastewater will be treated at the City's new eastern wastewater treatment plant by Deltona Water. There is plenty of treatment capacity available to treat wastewater flows from the project.

c. Potable Water:

The demand for potable water will be about 122,100 gallons a day. Deltona Water will serve the development and has both the physical and permitted capacity to provide potable water.

d. Drainage:

Stormwater management will be required to comply with St. Johns River Water Management District permitting requirements and the City Land Development Code.

e. Transportation Systems:

The project will generate 3,497 new trips on the City transportation network. These trips are forecasted to enter and exit exclusively onto Doyle Rd. While there are no roadway segments or intersections the project will cause to fail, there are improvements needed to ensure appropriate roadway function. More specifically, turn lanes off of Doyle Rd. to the project entrance road. The turn lanes will ensure cars entering the project will not impede the Doyle Rd. travel lanes. In addition, the design speed of the subject segment of Doyle Rd. warrants turn lanes of sufficient length and design to promote safe and efficient traffic flow. Therefore, at minimum, an eastbound left turn lane of 235 feet (both storage and transition) from Doyle Road to the project entrance road and a 185 foot (both storage and transition) right turn lane off of Doyle Rd. to the project entrance are suggested by City Staff. In addition, the travel lanes associated with the segment of Doyle Rd. where the site is located, will need to be modified to accommodate the turn lanes. The modification of the travel lane alignment needs to occur in a manner where traffic flows in a smooth, seamless manner.

Vineland Reserve is planned with access points to Collins Road. Collins Rd is not designed or improved to a standard to support traffic that will be associated with Vineland Reserve. Therefore, the access points to Collins Rd. will be gated and at this point reserved for emergency access only. If in the future Collins Rd. is improved to a paved, urban street standard, general access for Vineland Reserve will be granted to Collins Rd.

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

None.

6. Any mistakes in the original classification.

No known mistakes.

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

All planned unit development zoning classifications are associated with a written Development Agreement (DA). A DA is intended to address a myriad of development related issues including but not limited to dimensional requirements, density/intensity, traffic, aesthetics, infrastructure etc.

The DA for Vineland Reserve has been reviewed by City staff and staff has suggested changes to the document. The goal is to ensure development within the project is well designed and functional. Major changes to the DA recommended by staff involve the following:

- 1) Housing types and related amenities;
- 2) Entrance signage;
- 3) Dimensional requirements;
- 4) Transportation improvements;
- 5) Common open space;
- 6) Public facilities; and
- 7) Recognizing the City of Deltona Cell tower separation distance and fall radius requirements

For more information regarding staff recommended changes to the DA, see the attached DA presented in an underline and strike through format.

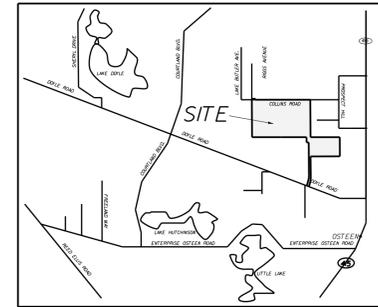
CONCLUSION/STAFF RECOMMENDATION:

The project is residential oriented. While the majority of the project is comprised of single family lots a portion of the project is proposed for townhome type development. The mixture of housing types within one project is not common within the City. The townhome format provides a housing product that would appeal to buyers not interested in yard work and other maintenance activities typically associated with detached dwellings on individual lots. The Vineland Reserve project, when compared to the Deltona Lakes plat, is a more dense development product. However, density and development quality are not mutually exclusive concepts. The project will have amenities such as a club house, buffers and a forested open space area. In addition, the developed forms within the project will be subject to aesthetic standards. A homeowners association required for the project is anticipated to promote long term quality within the development. From a planning perspective, Vineland Reserve, as proposed, represents a more compact development pattern and an efficient use of existing land resources within the City. Therefore, City staff recommends approval of Ordinance No. 24-2016 with the staff suggested changes to the Development Agreement.

OWNER/DEVELOPER
 LAKE DISTON LANDS, LLC
 300 E NEW YORK AVENUE
 SUITE 300
 DELAND, FLORIDA 32724
 CONTACT: MR. JAMES SWINNER

**PLANNER/ENGINEER/
 ENVIRONMENTAL**
 DEWBERRY
 100 WEST INDIANA AVENUE, SUITE 202
 DELAND, FLORIDA 32720
 CONTACT: TADU W. KASBERG, P.E.
 (386) 785-0468

SURVEYOR
 BLACKWELL AND ASSOCIATES
 995 WEST VOLUSIA AVENUE
 DELAND, FL 32720
 (386) 734-7660



LOCATION MAP
 NOT TO SCALE

LEGEND

DESCRIPTION	EXISTING	PROPOSED
TREE PRESERVATION AREA	(Symbol)	(Symbol)
PROPOSED POND	(Symbol)	(Symbol)
SANITARY SEWER SYSTEM	(Symbol)	(Symbol)
STORM SEWER SYSTEM	(Symbol)	(Symbol)
WATER SYSTEM	(Symbol)	(Symbol)
FIRE HYDRANT	(Symbol)	(Symbol)
LOT NUMBER	(Symbol)	(Symbol)
CONTOUR	(Symbol)	(Symbol)
EXISTING CONTOUR	(Symbol)	(Symbol)
SOIL BOUNDARY	(Symbol)	(Symbol)
VEGETATION BOUNDARY	(Symbol)	(Symbol)

OFFICIAL RECORDS BOOK 5402, PAGE 1532

A PORTION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 00°12'06" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'16" EAST, 1333.40 FEET; THENCE SOUTH 00°24'06" EAST, 1285.85 FEET; THENCE NORTH 89°57'56" EAST, 1337.92 FEET; TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00°35'15" EAST, ALONG SAID LINE, 660.18 FEET; THENCE SOUTH 89°57'15" WEST, 1340.18 FEET; THENCE NORTH 00°32'09" WEST, 480.44 FEET; THENCE SOUTH 89°59'15" WEST, 178.79 FEET; THENCE NORTH 00°23'29" WEST, 180.04 FEET; THENCE SOUTH 89°59'36" WEST, 1440.94 FEET; TO A POINT ON THE EAST LINE OF THE WEST 31.0 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 00°26'19" WEST, ALONG SAID LINE, 1285.77 FEET; THENCE SOUTH 89°59'21" EAST, 288.37 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

LESS:

A PORTION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 12; THENCE SOUTH 89°59'26" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2622.03 FEET; THENCE SOUTH 00°12'15" WEST, 1004.55 FEET; THENCE SOUTH 89°47'45" WEST, 104.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'15" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°47'45" WEST, 200.00 FEET; THENCE NORTH 00°12'15" WEST, 220.00 FEET; THENCE NORTH 89°47'45" EAST, 200.00 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

THE WEST 31 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 89°59'21" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2883.63 FEET; THENCE SOUTH 00°26'19" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°26'19" EAST, A DISTANCE OF 1283.10 FEET; THENCE SOUTH 00°26'19" EAST, 2.68 FEET; THENCE SOUTH 89°59'40" WEST, 1045.57 FEET; THENCE NORTH 00°26'19" WEST, 1321.08 FEET; THENCE SOUTH 89°59'21" EAST, 167.56 FEET; THENCE SOUTH 00°00'39" WEST, 35.00 FEET; THENCE SOUTH 89°59'21" EAST, 878.28 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION: BY SURVEYOR

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SECTION 12 A BEARING OF N89°41'20" W, A DISTANCE OF 2667.07 FEET TO THE NORTH QUARTER CORNER OF SECTION 12; THENCE S00°07'18" W, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE S89°41'20" E, A DISTANCE OF 1333.40 FEET, SAID LINE BEING 35.00 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SECTION 12; THENCE S00°04'42" E, ALONG THE WEST LINE OF JOE SMITH PLACE AS RECORDED IN MAP BOOK 3, PAGE 32, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A BEARING OF S89°42'42" E, AND A DISTANCE OF 1337.91 FEET; THENCE ALONG THE WEST LINE OF ASSESSORS SUBDIVISION OF THE R.D. BROOKE PLACE, AS RECORDED IN MAP BOOK 3, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A BEARING OF S00°15'27" E, A DISTANCE OF 660.18 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 A BEARING OF N89°43'23" W, A DISTANCE OF 1340.10 FEET; THENCE N00°12'45" W, A DISTANCE OF 480.44 FEET; THENCE N89°40'56" W, A DISTANCE OF 178.79 FEET; THENCE N00°04'05" W, A DISTANCE OF 180.04 FEET; THENCE N89°41'00" W, A DISTANCE OF 1440.94 FEET; THENCE N89°40'56" W, A DISTANCE OF 1045.57 FEET; THENCE N00°06'55" W, A DISTANCE OF 1321.08 FEET; THENCE S89°39'57" E, A DISTANCE OF 167.56 FEET; THENCE S00°20'03" W, A DISTANCE OF 35.00 FEET; THENCE S89°39'57" E, A DISTANCE OF 1166.66 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N89°41'20" W ALONG THE NORTH LINE OF SECTION 12, A DISTANCE OF 2622.03 FEET; THENCE S00°06'59" W, A DISTANCE OF 1004.55 FEET; THENCE N89°55'01" W, A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING; THENCE S00°06'59" W, A DISTANCE OF 220.00 FEET; THENCE N89°53'01" W, A DISTANCE OF 200.00 FEET; THENCE N00°06'59" E, A DISTANCE OF 220.00 FEET; THENCE S89°53'01" E, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

DISCLAIMER

THIS CONCEPTUAL EXHIBIT ILLUSTRATES THE GENERAL INTENT OF THE DEVELOPMENT, AND IS NOT BASED ON AN ENGINEERING ANALYSIS. THE CONCEPT SHOULD NOT BE USED FOR COST PURPOSES AS IT IS SUBJECT TO CHANGE.

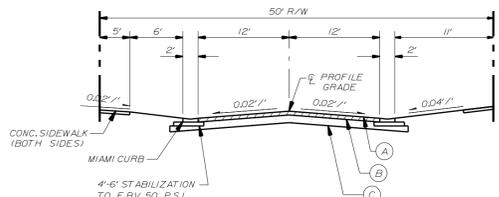
7/14/2016



0' 250' 500'

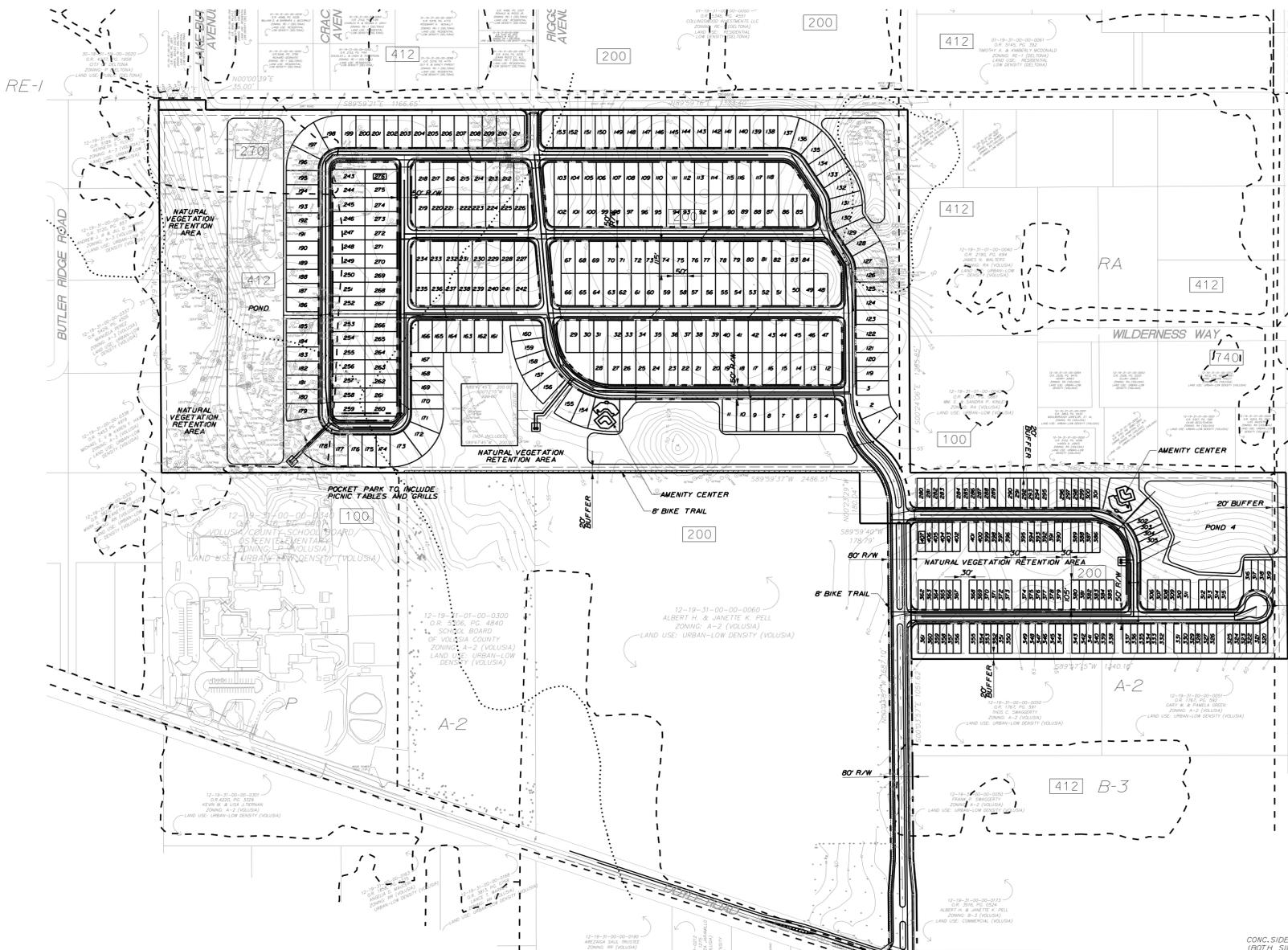
SITE DATA

- PARCEL ID.
 - 12-19-31-00-00-0251
 - 12-19-31-00-00-0151
 - 12-19-31-00-00-0250
 - 12-19-31-00-00-0150
 - 12-19-31-00-00-0070
 - 12-19-31-00-00-0061
 - 12-19-31-00-00-0062
 - 12-19-31-00-00-0020
 - 12-19-31-00-00-0030
- 102.7 AC GROSS LAND AREA
- 12.4 AC RETENTION (12.1%)
- 21.2 AC TREE PRESERVATION (25.0%)
- 24.4 AC OPEN AREA (23.8%)
- (35% TO BE COMMON AREA)
- PROPOSED STREET LENGTH = 16,996 LF
- HORIZONTAL ALIGNMENT OF STREETS MEET FLORIDA DEPARTMENT OF TRANSPORTATION MINIMUM STANDARDS FOR A 20 MPH DESIGN SPEED
- 404 TOTAL LOTS
- 276 SINGLE FAMILY
- 128 TOWNHOME
- ZONING - RPUD
- SINGLE FAMILY:
- SETBACKS:
 - FRONT 20'
 - SIDE 15'
 - REAR 20'
- MIN. LOT SIZE: 5,750 SF
- MIN. LOT WIDTH: 50'
- TOWNHOME:
- SETBACKS:
 - FRONT 25'
 - REAR 20'
- MIN. LOT SIZE: 2,520 SF
- MIN. LOT WIDTH: 24'
- PROPOSED DENSITY = 4.0 UNITS/ACRE
- GEOMETRY IS PURELY CONCEPTUAL



TYPICAL SECTION

- (A) 1 1/2" AC, S.C., TYPE S-111, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" (TYP.)
- (B) 8" LUMEROCK BASE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST (TYP.)
- (C) 8" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40 (TYP.)



SOILS LEGEND

01	APDOKA FINE SAND
04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
05	ASTATULA FINE SAND
11	DAYTONA SAND, 0-5 PERCENT SLOPES
22	ELECTRA FINE SAND
37	ORNSIND FINE SAND
42	PAOLA FINE SAND, 8-17 PERCENT SLOPES
63	TAVARES FINE SAND
99	NATURAL VEGETATION RETENTION AREAS WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
300	ABANDONED FIELDS
412	PINE/FAIRIC OAK
414	PINE/AMERIC OAK
421	YERIC OAK
740	DISTURBED LANDS

No.	DATE	BY	Description
1	07-14-16	HSR	REV PER PLANNING BOARD

VINELAND RESERVE
 MASTER DEVELOPMENT PLAN
 CITY OF DELTONA



7/14/2016
 2:12:34 PM
 C:\Users\jcasberg\Documents\VINELAND_MASTER_PLAN.dwg
 7/14/2016
 2:12:34 PM
 C:\Users\jcasberg\Documents\VINELAND_MASTER_PLAN.dwg

LEGEND

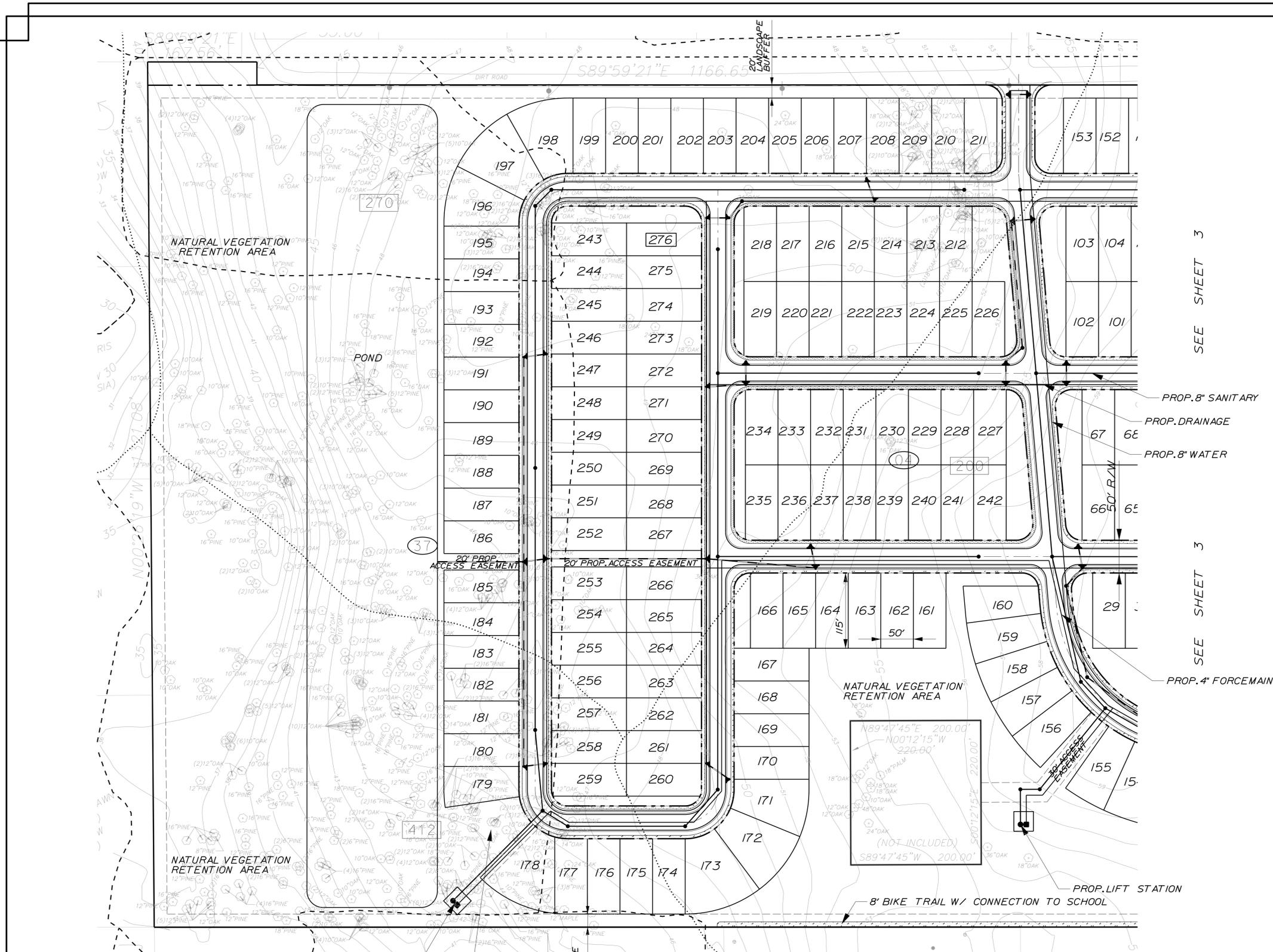
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PROPOSED POND	(Symbol)	(Symbol)
SANITARY SEWER SYSTEM	(Symbol)	(Symbol)
STORM SEWER SYSTEM	(Symbol)	(Symbol)
WATER SYSTEM	(Symbol)	(Symbol)
FIRE HYDRANT	(Symbol)	(Symbol)
LOT NUMBER	(Symbol)	(Symbol)
CONTOUR	(Symbol)	(Symbol)
EXISTING CONTOUR	(Symbol)	(Symbol)
SOIL BOUNDARY	(Symbol)	(Symbol)
VEGETATION BOUNDARY	(Symbol)	(Symbol)

SOILS LEGEND

01	APOPKA FINE SAND
04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
05	ASTATULA FINE SAND
17	DAYTONA SAND, 0-5 PERCENT SLOPES
22	ELECTRA FINE SAND
37	ORSINO FINE SAND
42	PAOLA FINE SAND, 8-17 PERCENT SLOPES
63	TAVARES FINE SAND
99	OPEN WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
270	ABANDONED FIELDS
412	PINE/XERIC OAK
414	PINE/MESIC OAK
421	XERIC OAK
740	DISTURBED LANDS



SEE SHEET 3

SEE SHEET 3

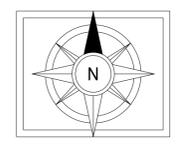
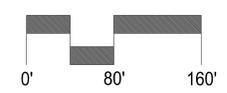
VINELAND RESERVE
MASTER DEVELOPMENT PLAN
CITY OF DELTONA



POCKET PARK TO INCLUDE
 PICNIC TABLES AND GRILLS

DISCLAIMER
 THIS CONCEPTUAL EXHIBIT ILLUSTRATES THE GENERAL INTENT OF THE DEVELOPMENT, AND IS NOT BASED ON AN ENGINEERING ANALYSIS. THE CONCEPT SHOULD NOT BE USED FOR COST PURPOSES AS IT IS SUBJECT TO CHANGE.

7/14/2016



7/14/2016
 2:10 PM
 7/14/2016
 2:10 PM
 7/14/2016
 2:10 PM

LEGEND

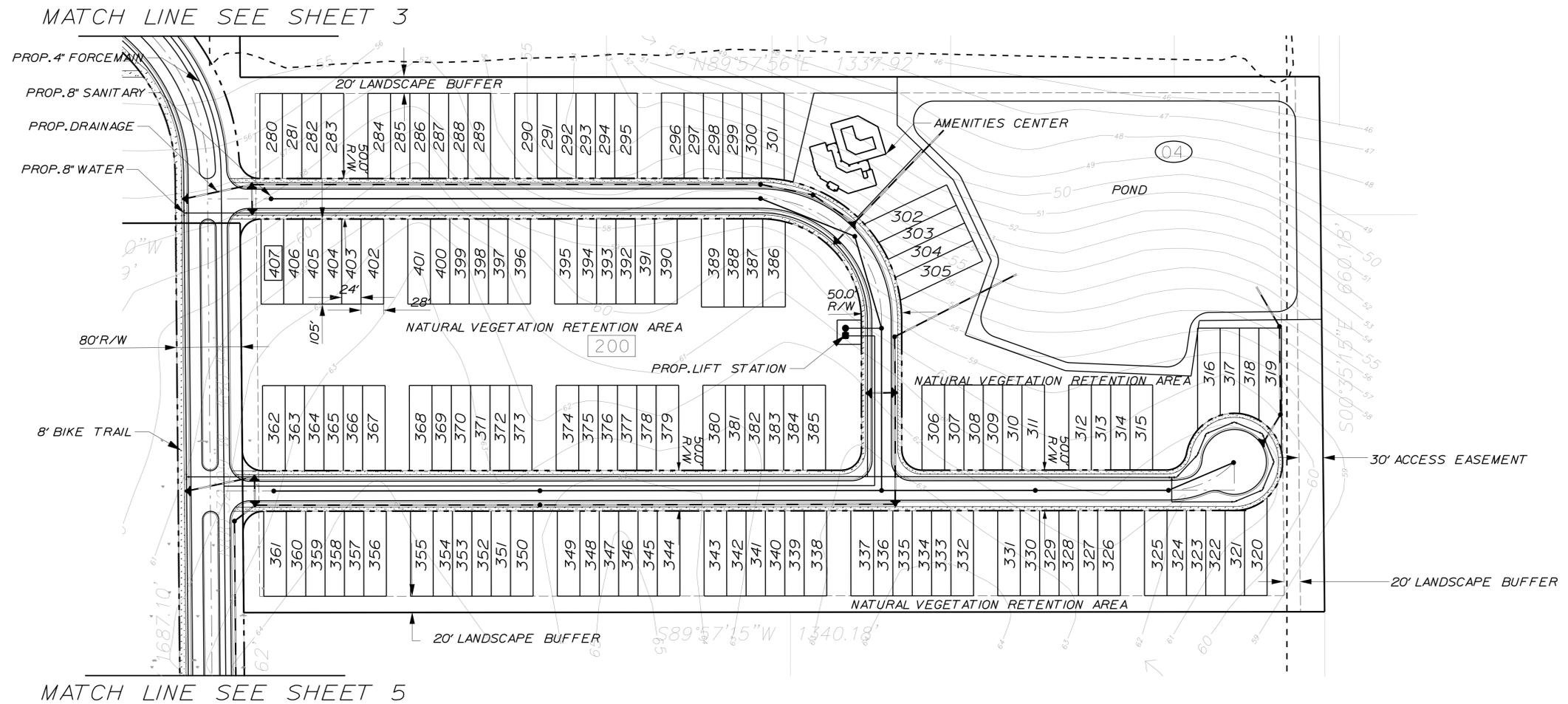
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PROPOSED POND		
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER SYSTEM		
FIRE HYDRANT		
LOT NUMBER		
CONTOUR		
EXISTING CONTOUR		
SOIL BOUNDARY		
VEGETATION BOUNDARY		

SOILS LEGEND

01	APOPKA FINE SAND
04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
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17	DAYTONA SAND, 0-5 PERCENT SLOPES
22	ELECTRA FINE SAND
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63	TAVARES FINE SAND
99	OPEN WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
270	ABANDONED FIELDS
412	PINE/XERIC OAK
414	PINE/MESIC OAK
421	XERIC OAK
740	DISTURBED LANDS

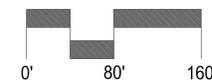


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VINELAND RESERVE
 MASTER DEVELOPMENT PLAN
 CITY OF DELTONA

7/14/2016



LEGEND

DESCRIPTION	EXISTING	PROPOSED
TREE PRESERVATION AREA		
PROPOSED POND		
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER SYSTEM		
FIRE HYDRANT		
LOT NUMBER		
CONTOUR		
EXISTING CONTOUR		
SOIL BOUNDARY		
VEGETATION BOUNDARY		

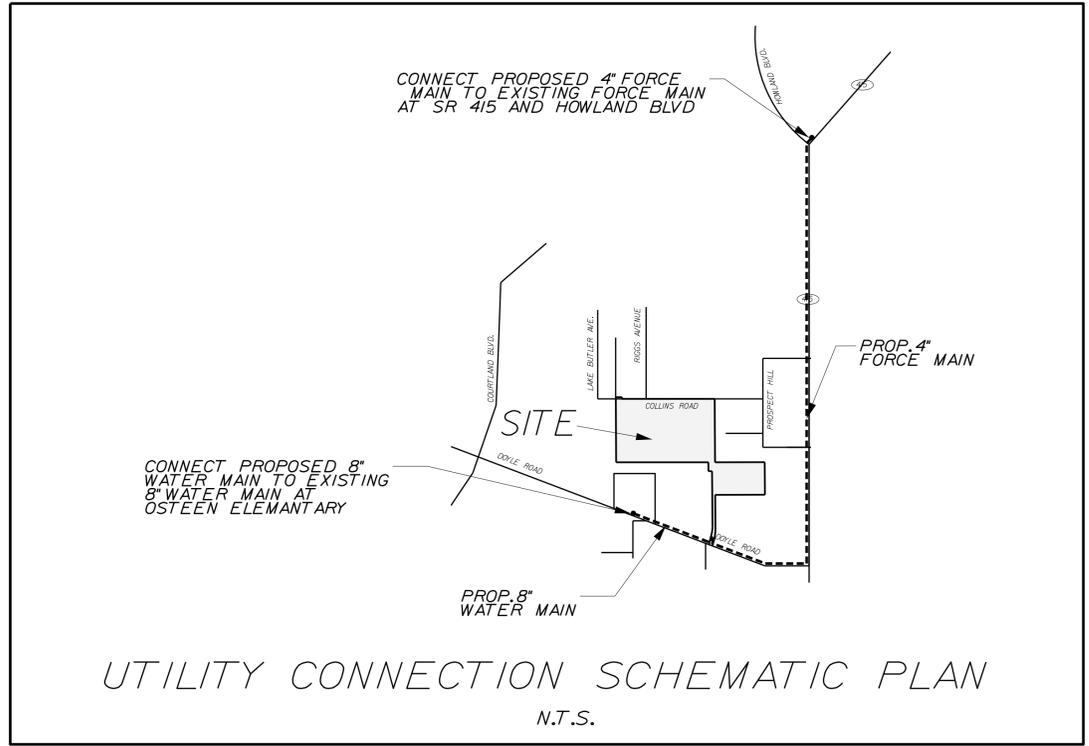
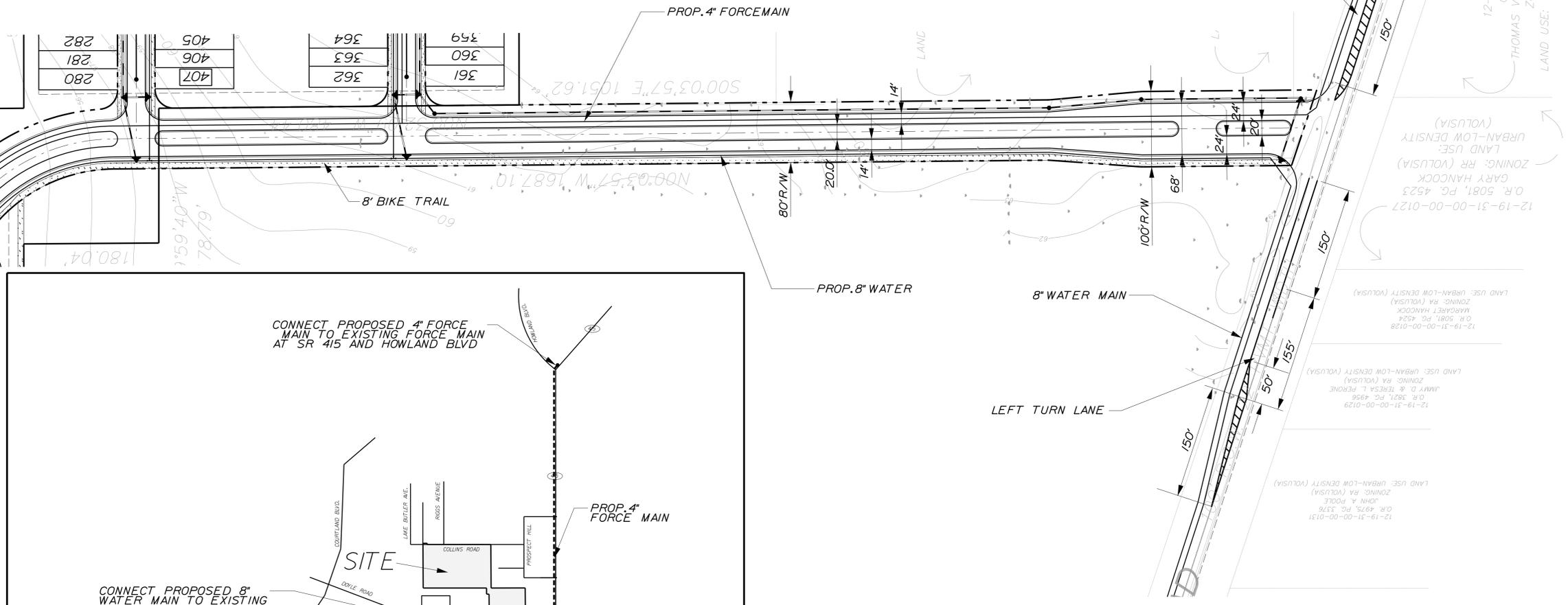
SOILS LEGEND

01	APOPKA FINE SAND
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VEGETATION TABLE

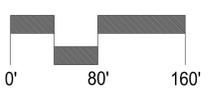
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200	GENERALIZED AGRICULTURE
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414	PINE/MESIC OAK
421	XERIC OAK
740	DISTURBED LANDS

MATCH LINE SEE SHEET 4

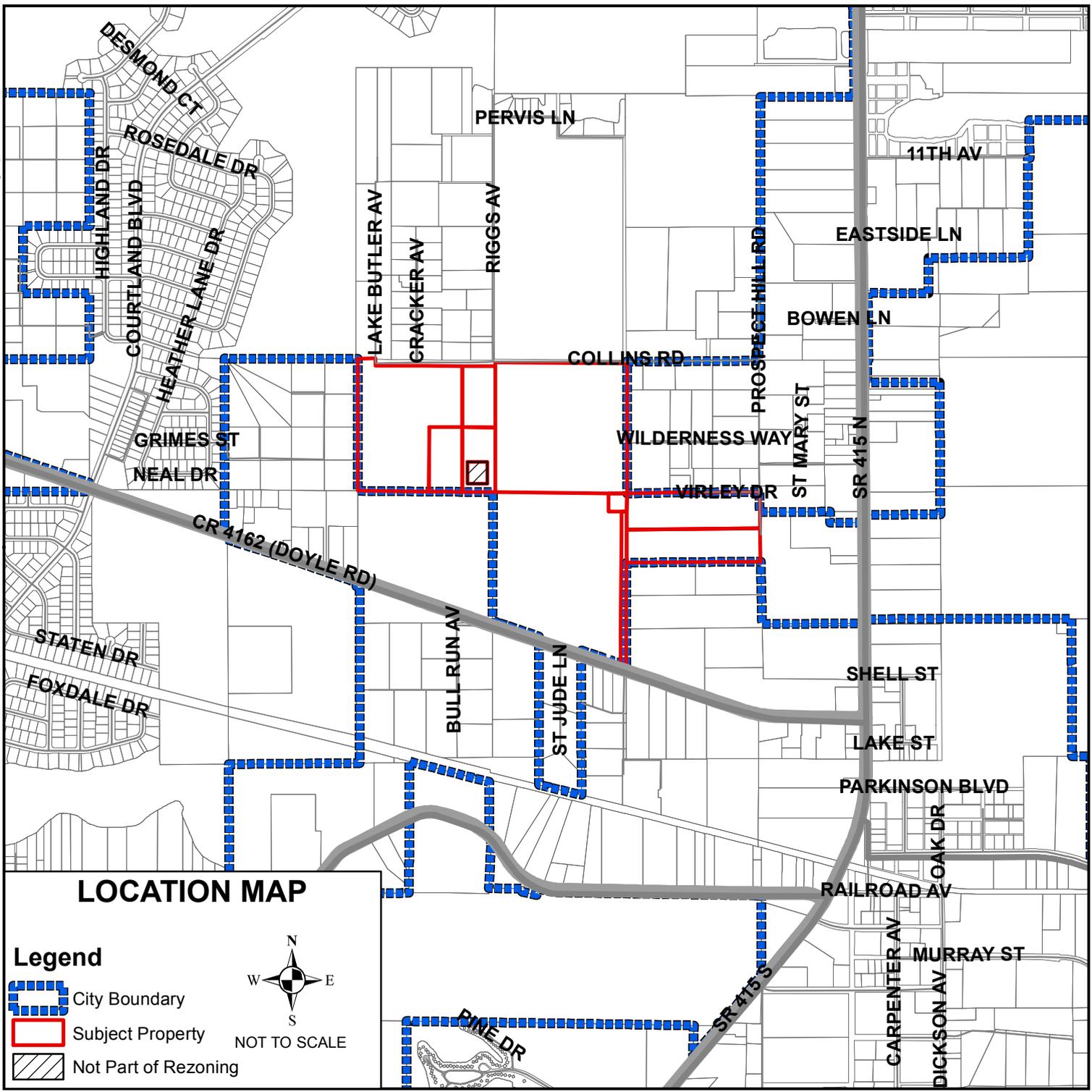


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7/14/2016

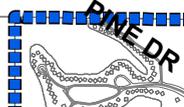


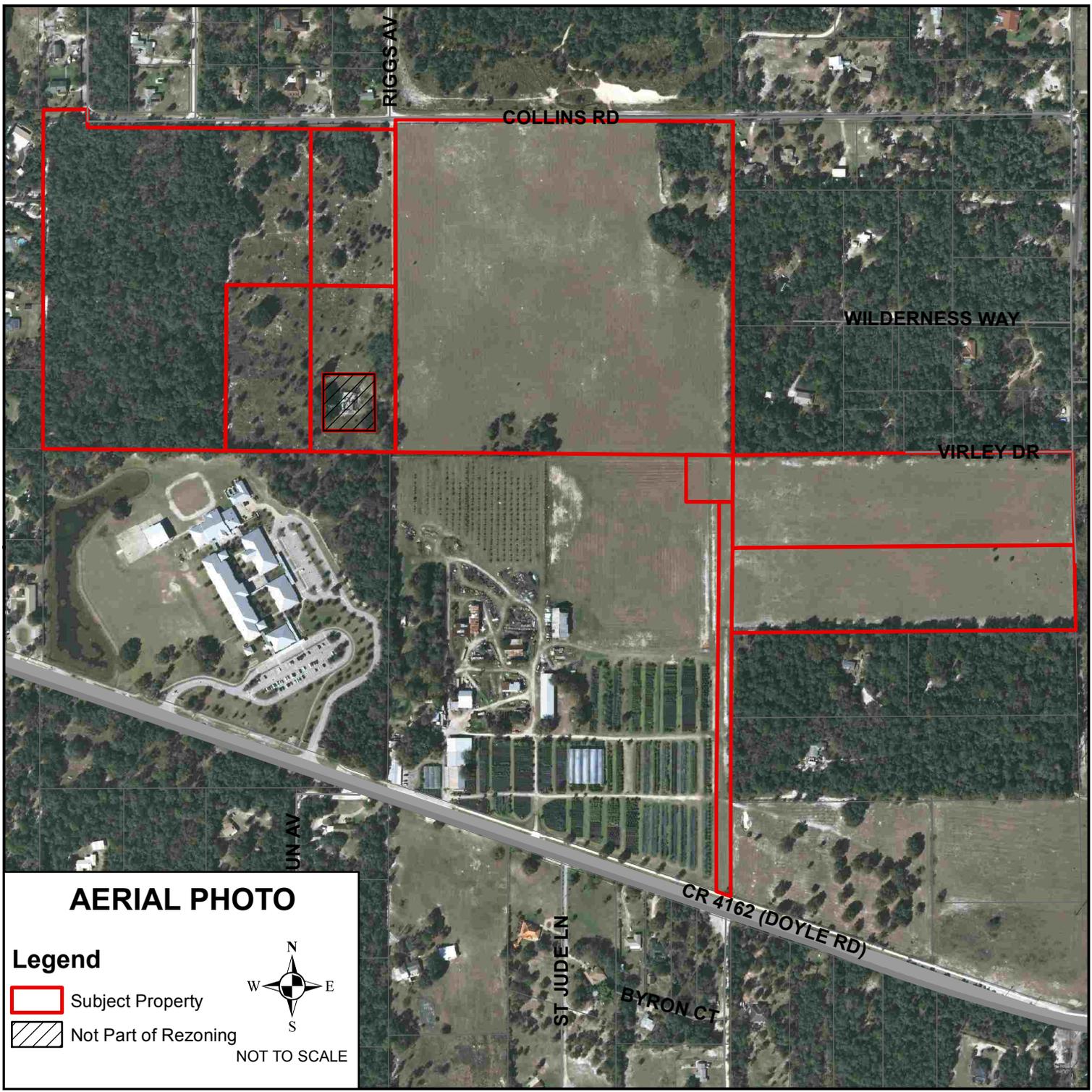
VINELAND RESERVE
MASTER DEVELOPMENT PLAN
CITY OF DELTONA



LOCATION MAP

- Legend**
-  City Boundary
 -  Subject Property
 -  Not Part of Rezoning





RIGGS AV

COLLINS RD

WILDERNESS WAY

VIRLEY DR

UN AV

ST JUDE LN

BYRON CT

CR 4162 (DOYLE RD)

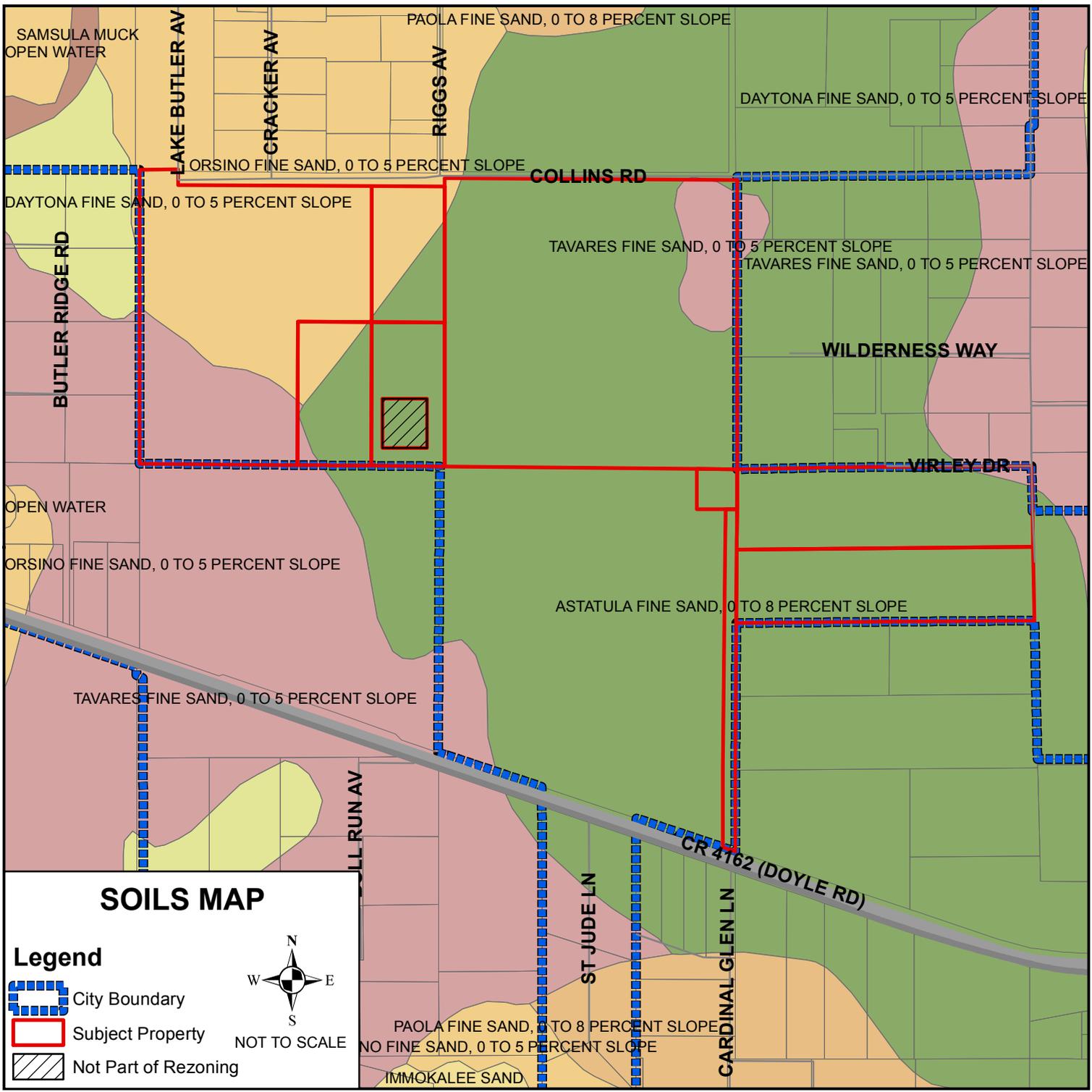
AERIAL PHOTO

Legend

-  Subject Property
-  Not Part of Rezoning



NOT TO SCALE



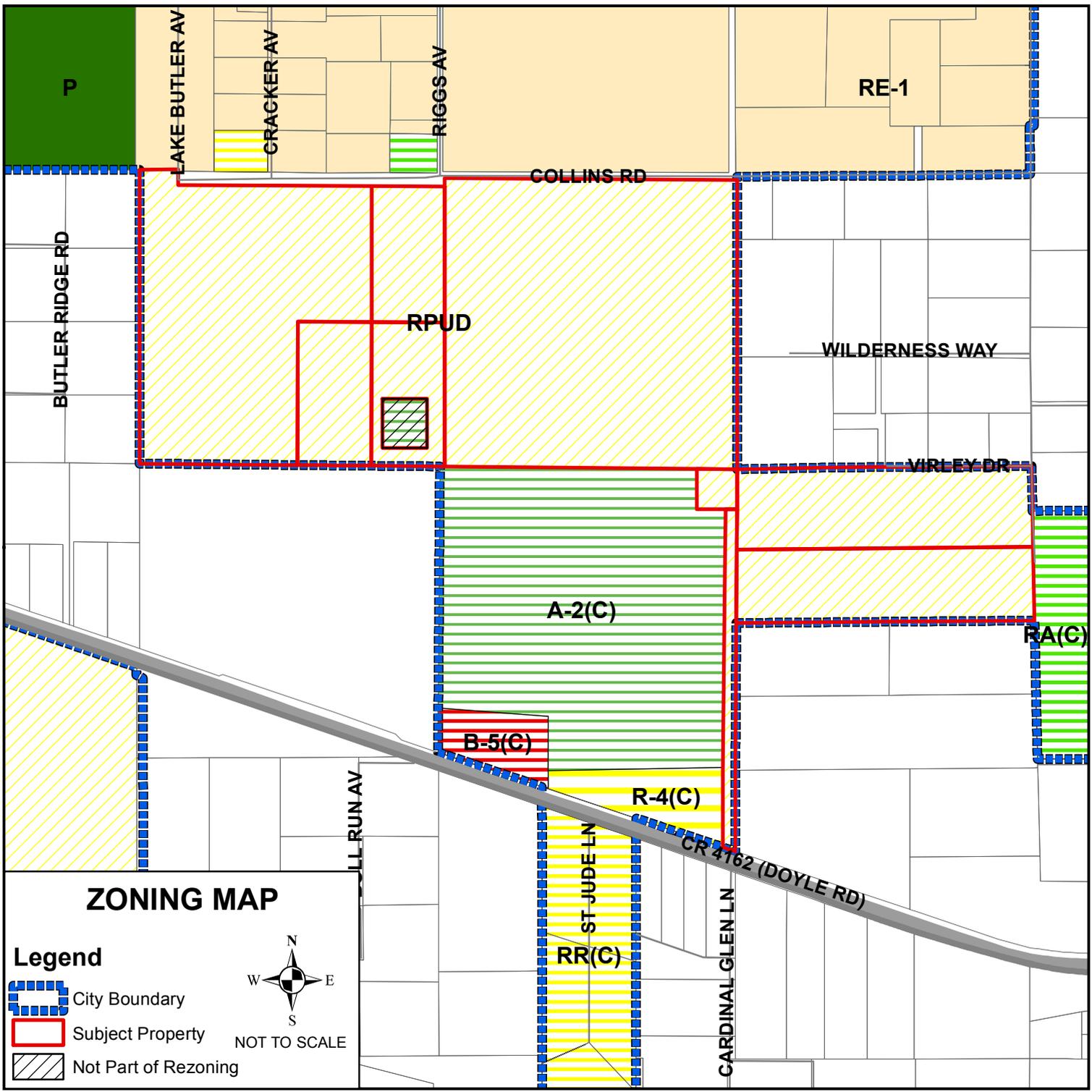
SOILS MAP

Legend

-  City Boundary
-  Subject Property
-  Not Part of Rezoning



NOT TO SCALE



ZONING MAP

Legend

-  City Boundary
-  Subject Property
-  Not Part of Rezoning



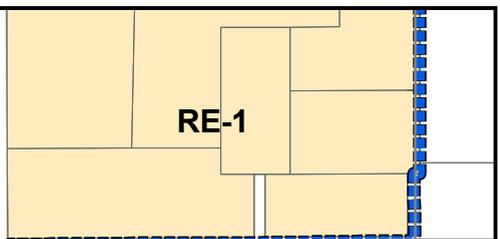
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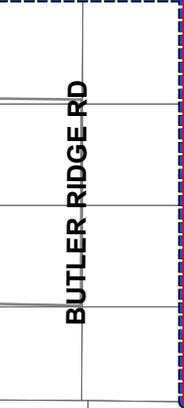
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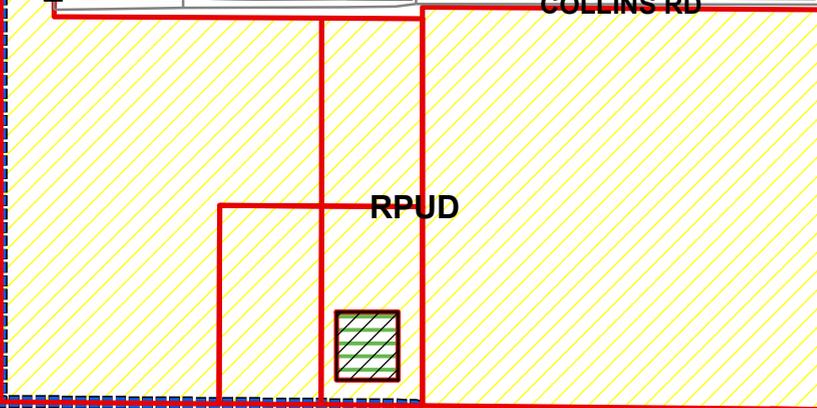
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RE-1

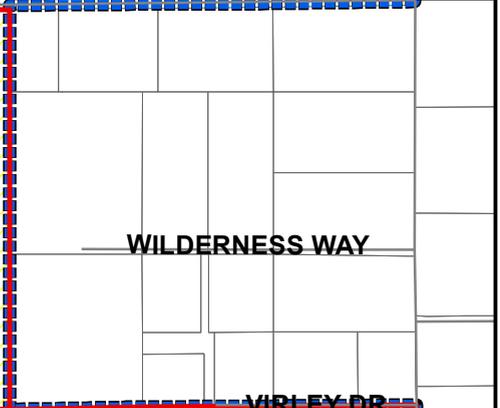


BUTLER RIDGE RD

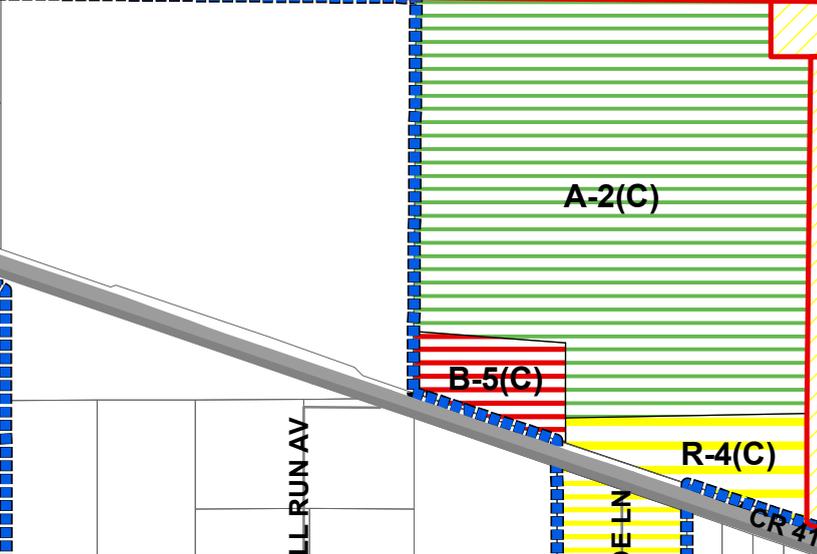
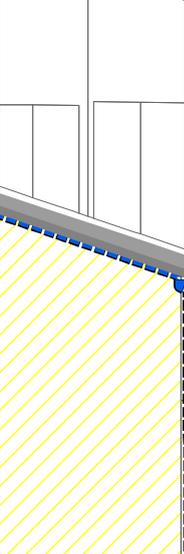


COLLINS RD

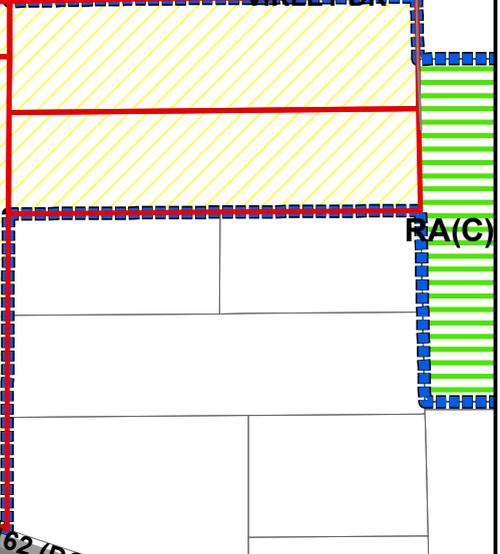
RPUD



WILDERNESS WAY

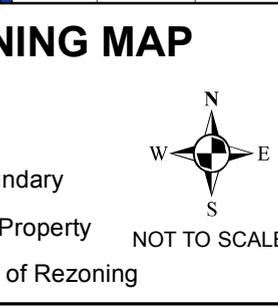
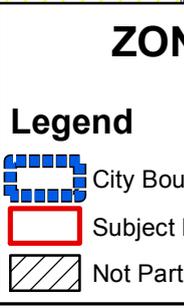


A-2(C)

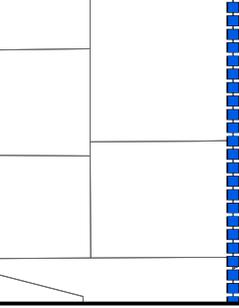


VIRLEY DR

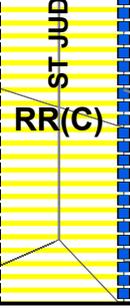
RA(C)



ILL RUN AV

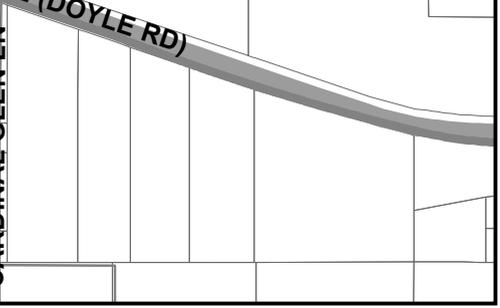


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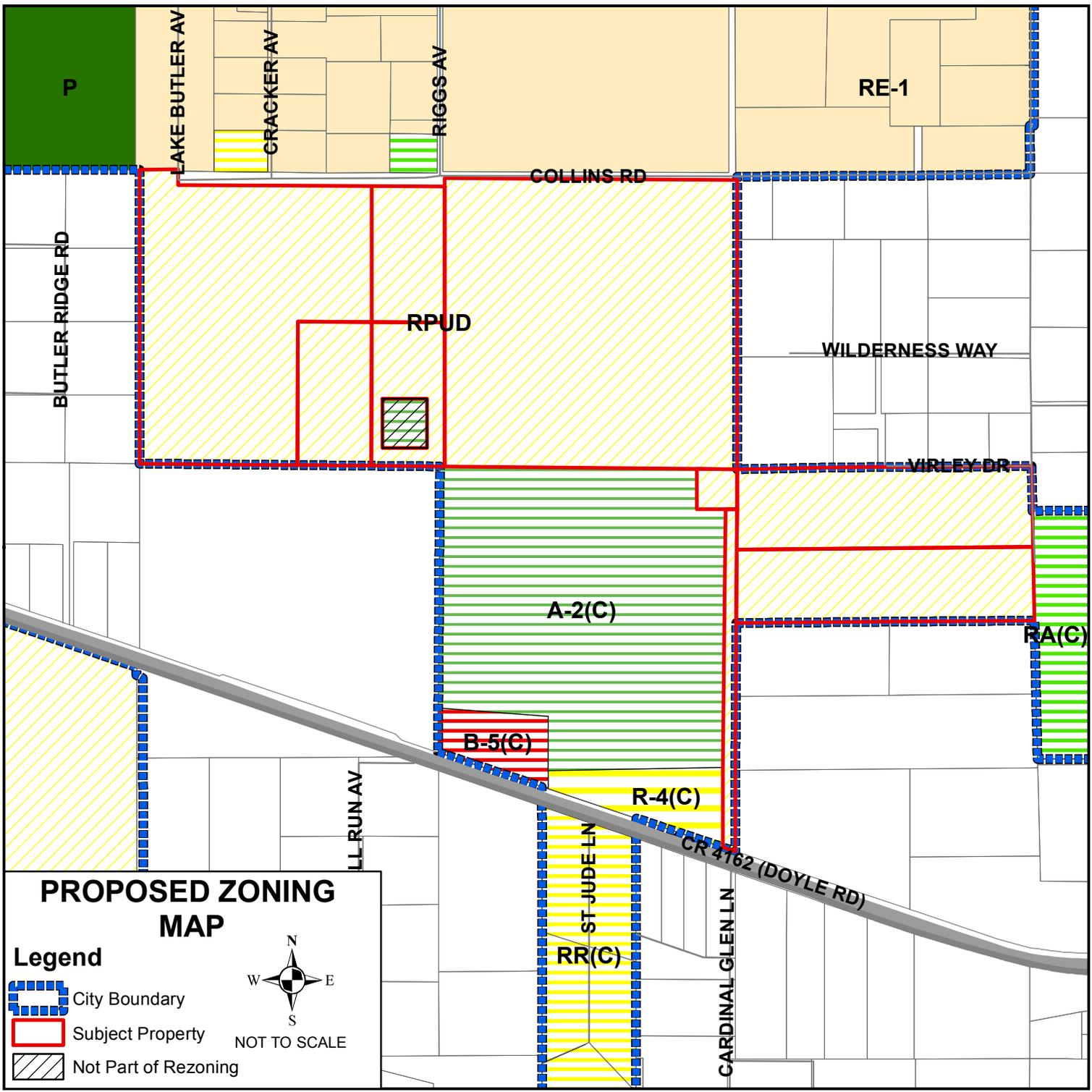
RR(C)



CR 4762 (DOYLE RD)

CARDINAL GLEN LN

ST JUDE LN



PROPOSED ZONING MAP

Legend

-  City Boundary
-  Subject Property
-  Not Part of Rezoning



TRAFFIC IMPACT STUDY

For
Vineland Reserve

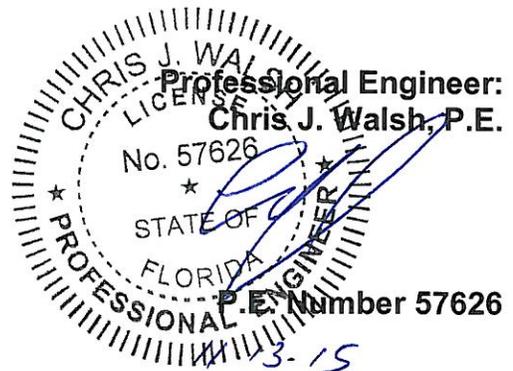
Deltona, Florida

Prepared for:

Pell Properties



Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713
November 2015



INTRODUCTION

Traffic Engineering Data Solutions, Inc. (TEDS) has been retained to conduct a traffic impact analysis for the Vineland Reserve development located on the north side of Doyle Road approximately 0.46 miles west of State Road 415 in the City of Deltona, Florida (see **Figure 1**). The proposed development will include 279 single-family residential units and 128 townhomes. A preliminary site plan of the proposed development is included in the **Appendix**. The proposed development is scheduled for build out in 2017.

This study, which evaluates the overall impact of the development on the adjacent roadway network, was prepared for the City of Deltona's transportation concurrency requirements. This study was conducted in accordance with the methodology as provided in the **Appendix**.

PROJECT ACCESS

Access to the proposed development is proposed via one full access roadway off of Doyle Road approximately 1.06 miles east of Courtland Boulevard and 0.46 miles west of State Road 415.

STUDY AREA

Because the proposed development is projected to generate more than 300 two-way peak hour external trips, the study area was determined based upon a five-percent level of significance as consistent with the River to Sea TPO Transportation Impact Analysis (TIA) Guidelines. Based on the methodology, Doyle Road, from Providence Boulevard to State Road 415, was determined to be the study roadway. The study intersections include the following:

- Doyle Road at Providence Boulevard
- Doyle Road at Saxon Boulevard
- Doyle Road at Courtland Boulevard
- Doyle Road at Proposed Development Roadway
- Doyle Road at State Road 415

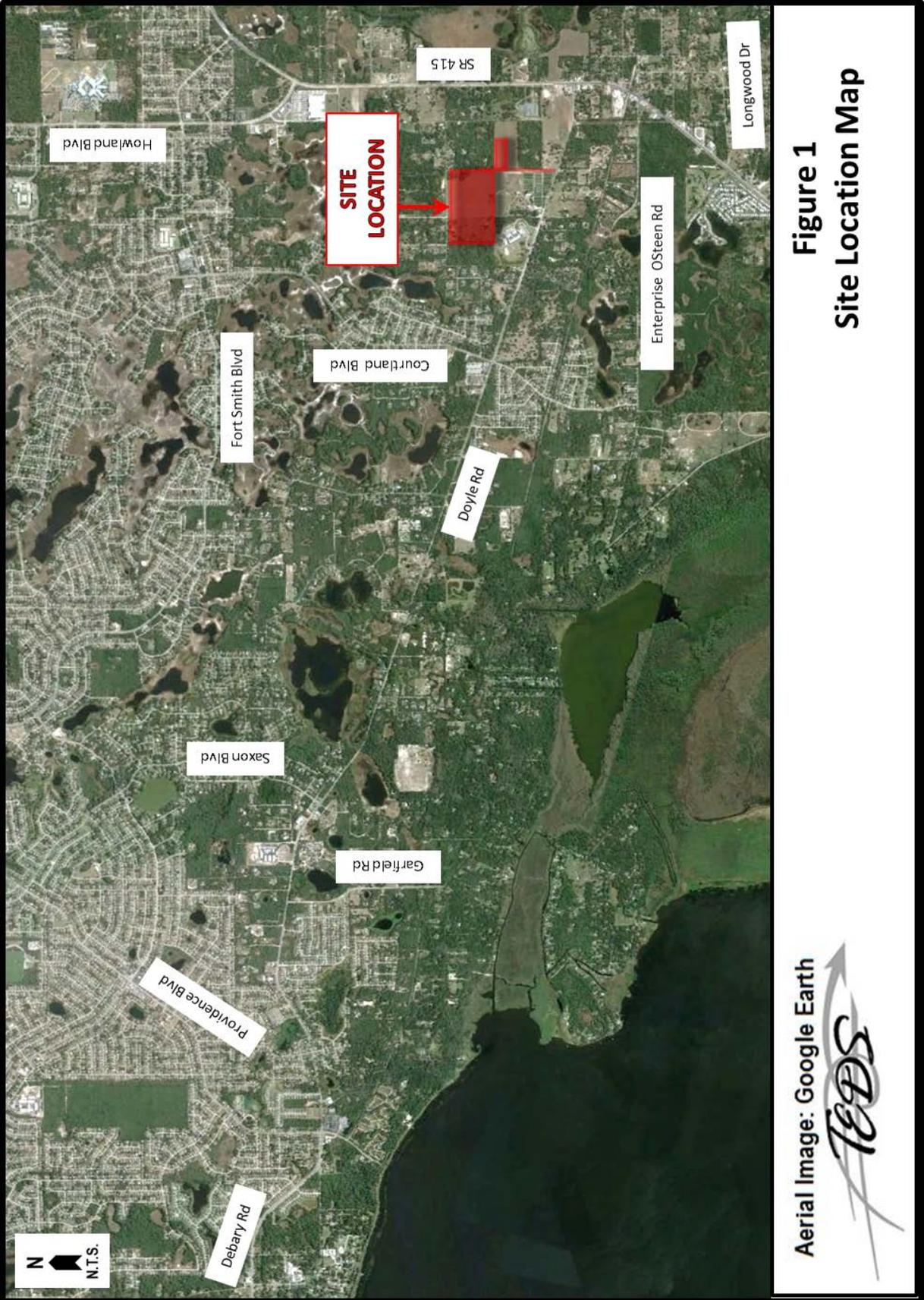


Figure 1
Site Location Map

Aerial Image: Google Earth
T&DS

EXISTING CONDITIONS

Existing Volumes

For purposes of this study, PM peak-period turning movement counts, from 4:00 PM to 6:00 PM, were conducted at the study intersections. **Figure 2** summarizes the existing PM peak-hour turning movement volumes at the study intersections. Printouts of the traffic counts are provided in the **Appendix**.

Roadway Segments

The PM peak-hour two-way volumes on the roadway segments were calculated by obtaining existing daily volumes (2014) from Volusia County and factoring the volumes to two-way PM peak-hour volumes by applying a K-factor of 0.091. The resulting volumes were then compared against the generalized service volume for each study roadway segment. The generalized peak-hour two-way service volume for each roadway segment was obtained from Volusia County's 2014 Average Annual Daily Traffic & Historical Counts based on the adopted level of service standards from the City of Deltona's Comprehensive Plan. **Table 1** below shows the adopted level of service and generalized service volume under the adopted level of service for each study roadway segment. As shown in **Table 1**, the existing PM peak-hour two-way volumes for all of the study roadway segments are below the generalized service volume, thereby indicating that all roadway segments currently have acceptable operating conditions.

Table 1
Existing Roadway Segment Operating Conditions (PM Peak Hour)

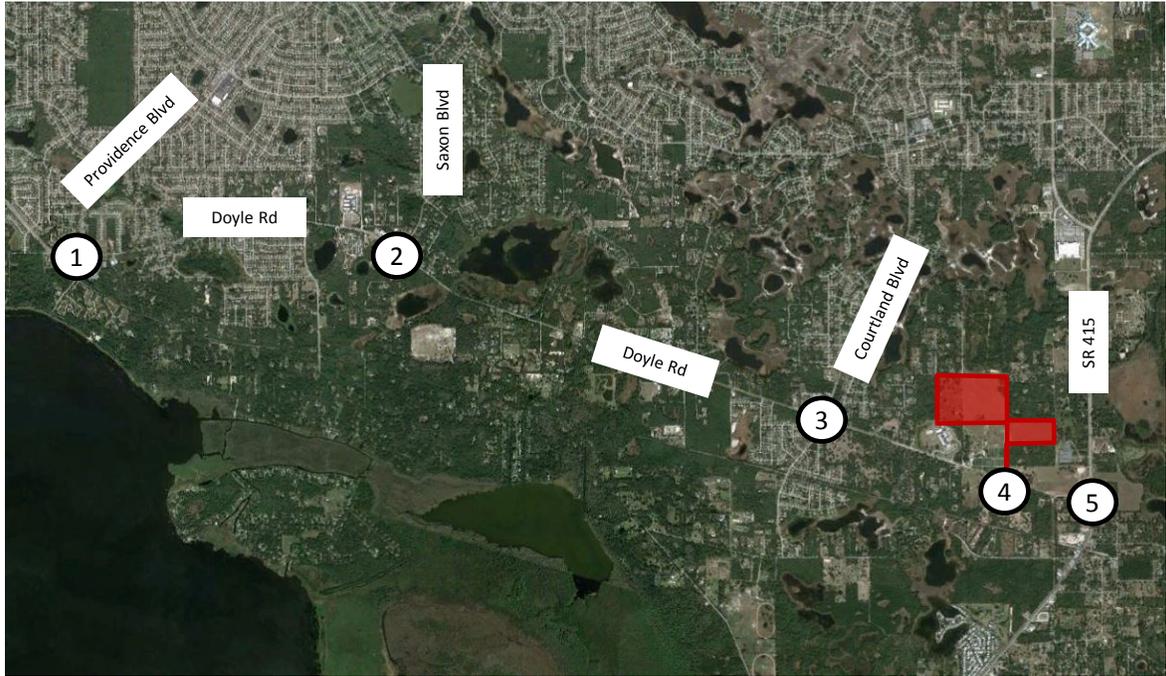
Roadway Segment	Existing Number of Lanes	Adopted Level of Service Standard ¹	Pk-Hr 2-Way Generalized Service Volume ²	Existing AADT	Existing 2-Way PM Peak-Hour Volumes ³	Year of Count	Existing Volume Exceeds Service Volume?
Doyle Road							
Providence Blvd to Garfield Road	2	E	1,230	11,950	1,087	2014	No
Garfield Road to Saxon Blvd	2	E	1,230	9,240	841	2014	No
Saxon Blvd to Courtland Blvd	2	E	1,230	7,670	698	2014	No
Courtland Blvd to Project Access Dwy	2	E	1,230	5,450	496	2014	No
Project Access Dwy to SR 415	2	E	1,230	5,450	496	2014	No

1 - Adopted levels of service obtained from City of Deltona's Comprehensive Plan

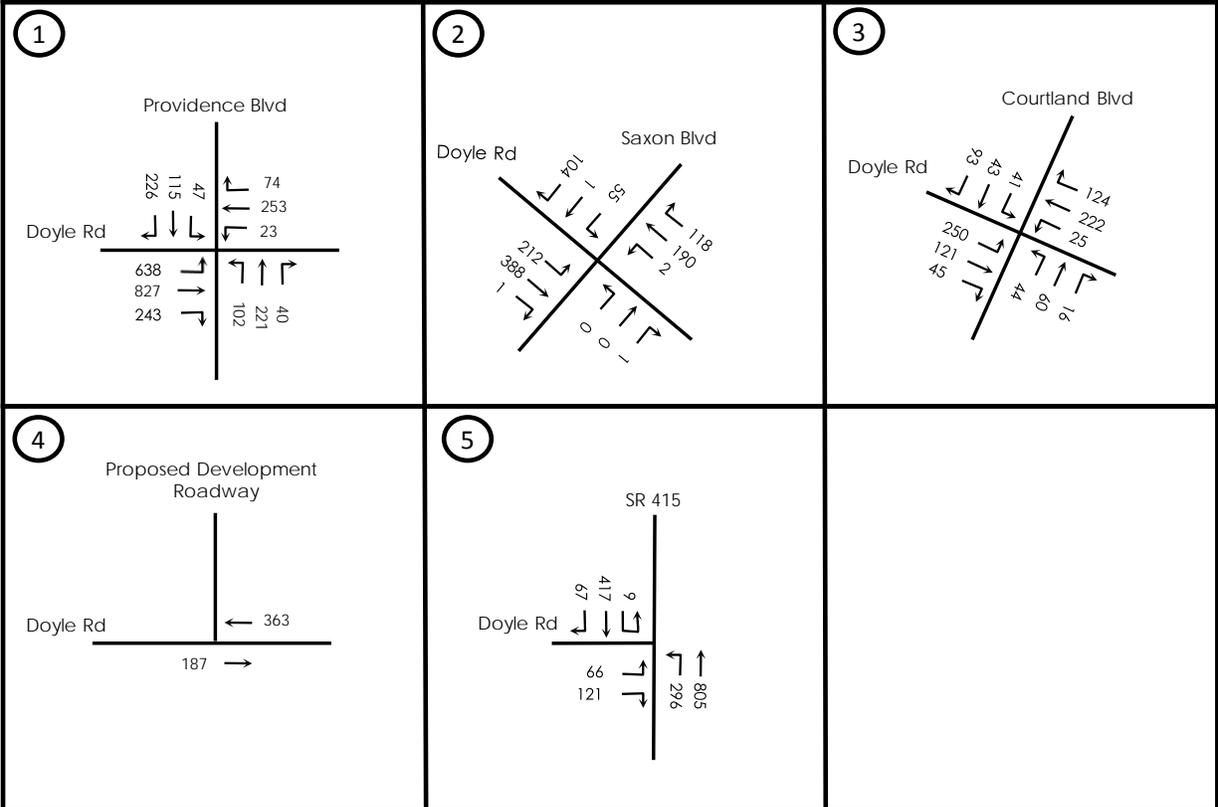
2 - Generalized service volumes for the adopted level of service were obtained from Volusia County.

3 - Existing PM peak-hour 2-way volumes calculated by applying a k-factor of 0.091 to the existing AADT volumes

Figure 2: Existing PM Peak-Hour Turning Movements



Aerial Image: Google Earth



Intersections

The PM peak-hour existing operating conditions of the study intersections were evaluated using the Highway Capacity Software (HCS) 2010 which utilizes analysis methodologies contained in the 2010 Highway Capacity Manual. The existing PM peak-hour turning movement volumes, existing roadway geometry, and existing signal timings were utilized in the analyses. Based on the HCS analyses, the existing overall level of service (LOS) and delay for the study intersections are as follows:

<u>Intersection</u>	<u>Overall LOS</u>	<u>Overall Delay (sec/veh)</u>
Doyle Road/Providence Boulevard	E	71.5
Doyle Road/Saxon Boulevard	B	10.1
Doyle Road/Courtland Boulevard	B	14.1
Doyle Road/State Road 415	B	16.3

HCS printouts are provided in the **Appendix**.

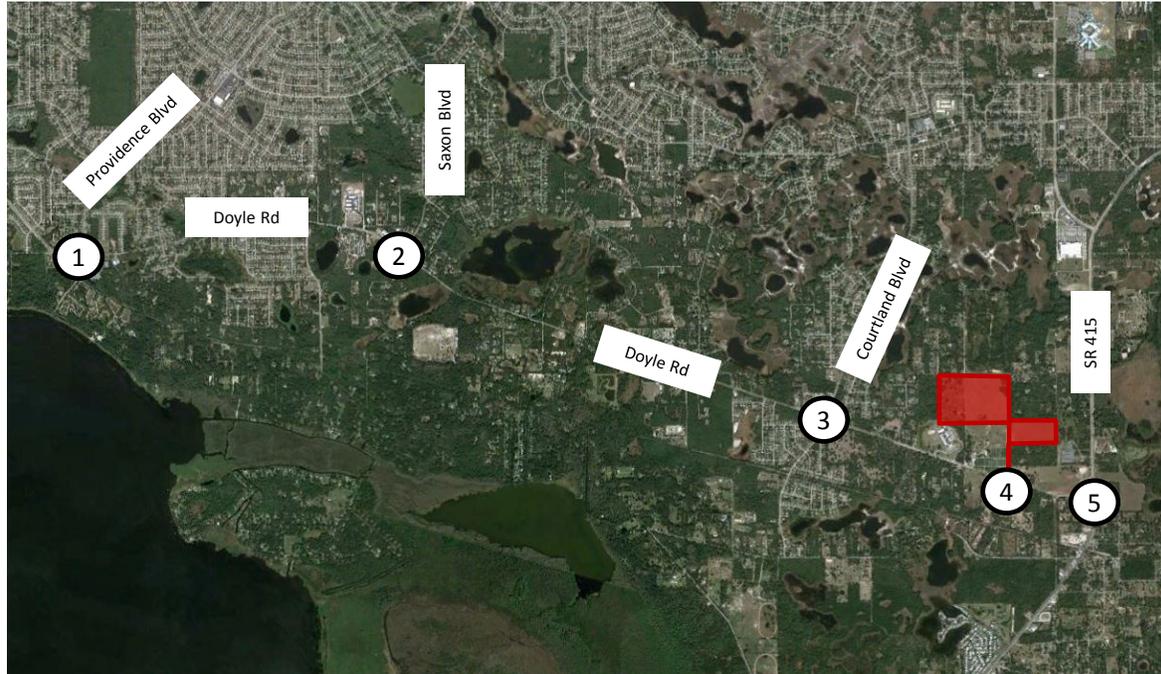
FUTURE BACKGROUND TRAFFIC

Future background traffic is the non-project-related traffic projected to utilize the study roadways and intersections. For the purposes of this analysis, the future background traffic was calculated by applying an annual growth rate to existing PM peak-hour volumes to factor the volumes up to year 2017, the year the development is proposed to be open. The annual growth rates were based on historical annual growth rates calculated from historical traffic data as obtained from Volusia County. Upon using the Traffic Trends Analysis Tool, it was concluded that the historical annual growth rates for Doyle Road, from Providence Boulevard to State Road 415, for the 2004 to 2014 analysis period have been negative. For the purposes of providing a conservative analysis, a one-percent annual growth rate was applied to the existing volumes to factor them to year 2017 future background PM peak-hour volumes. **Figure 3** shows the future background PM peak-hour turning movements at the study intersections while **Table 2** shows the future background PM peak-hour two-way volumes on the study roadway segments. Traffic Trends Analysis Tool printouts are also provided in the **Appendix**.

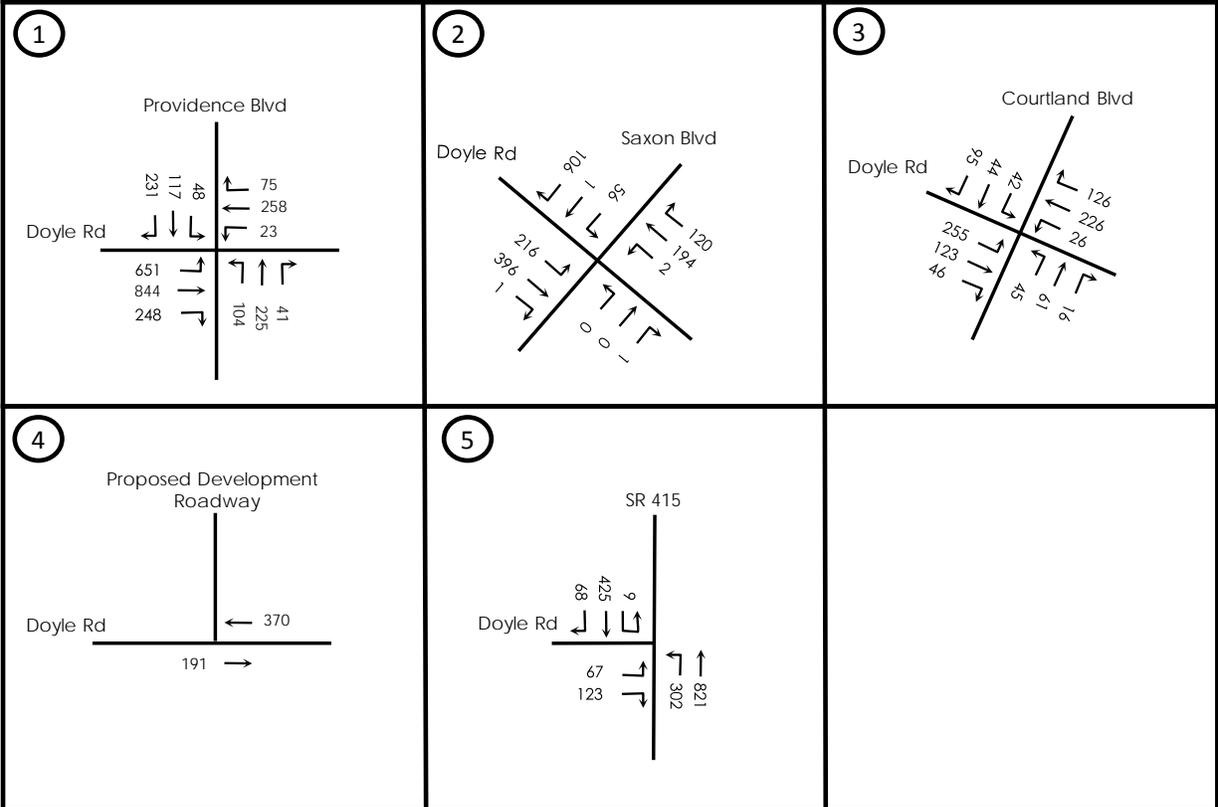
Table 2
Future Background Volumes for Roadway Segments (PM Peak Hour)

Roadway Segment	Existing 2-Way PM Peak-Hour Volumes	Year of Count	Annual Growth Rate	Future Background PM Pk-Hr 2-Way Volume
Doyle Road				
Providence Blvd to Garfield Road	1,087	2014	1.0%	1,120
Garfield Road to Saxon Blvd	841	2014	1.0%	866
Saxon Blvd to Courtland Blvd	698	2014	1.0%	719
Courtland Blvd to Project Access Dwy	496	2014	1.0%	511
Project Access Dwy to SR 415	496	2014	1.0%	511

Figure 3: Future Background PM Peak-Hour Turning Movements



Aerial Image: Google Earth



TRIP GENERATION

The number of vehicle trips that will originate from or are destined to a development is called trip generation and is dependent upon the type and size of the development. The total daily and PM peak-hour trip generation potential for the proposed development was determined based on trip generation equations and rates provided in the Institute of Transportation Engineer's (ITE) Informational Report, *Trip Generation, 9th Edition*. For the proposed development, ITE Land Use Code 210 (Single-Family Detached Housing) and ITE Land Use Code 230 (Residential Condominium/Townhouse) were used. As summarized in **Table 3**, the proposed development is projected to generate 3,497 total daily trips and 338 total PM peak-hour trips (216 in, 122 out).

Table 3
Trip Generation Projection for Proposed Development

Land Use	Intensity	Units	Daily			PM Peak		
			In	Out	Total	In	Out	Total
Single-Family Detached Housing	279	Dwelling Units	1350	1,349	2,699	167	98	265
Residential Condominium/Townhouse	128	Dwelling Units	399	398	797	49	25	74
Net New External Trips			1,749	1,748	3,497	216	122	339

Single-Family Detached Housing (ITE 9th Edition - Land Use Code 210)

Daily	$LN (T) = 0.92 \times LN (\# \text{ of DU}) + 2.72$	50% In	50% Out
PM Peak Hour	$LN (T) = 0.90 \times LN (\# \text{ of DU}) + 0.51$	63% In	37% Out

Residential Condominium/Townhouse (ITE 9th Edition - Land Use Code 230)

Daily	$LN (T) = 0.87 \times LN (\# \text{ of DU}) + 2.46$	50% In	50% Out
PM Peak Hour	$LN (T) = 0.82 \times LN (\# \text{ of DU}) + 0.32$	67% In	33% Out

TRIP DISTRIBUTION

The trip distribution pattern defines the primary corridors that will be traveled by the traffic generated by the project. The approved trip distribution, as included in the approved methodology, was developed based on applying engineering judgment and using local knowledge of typical travel patterns for residents within the area. The trip distribution is shown in **Figure 4**.

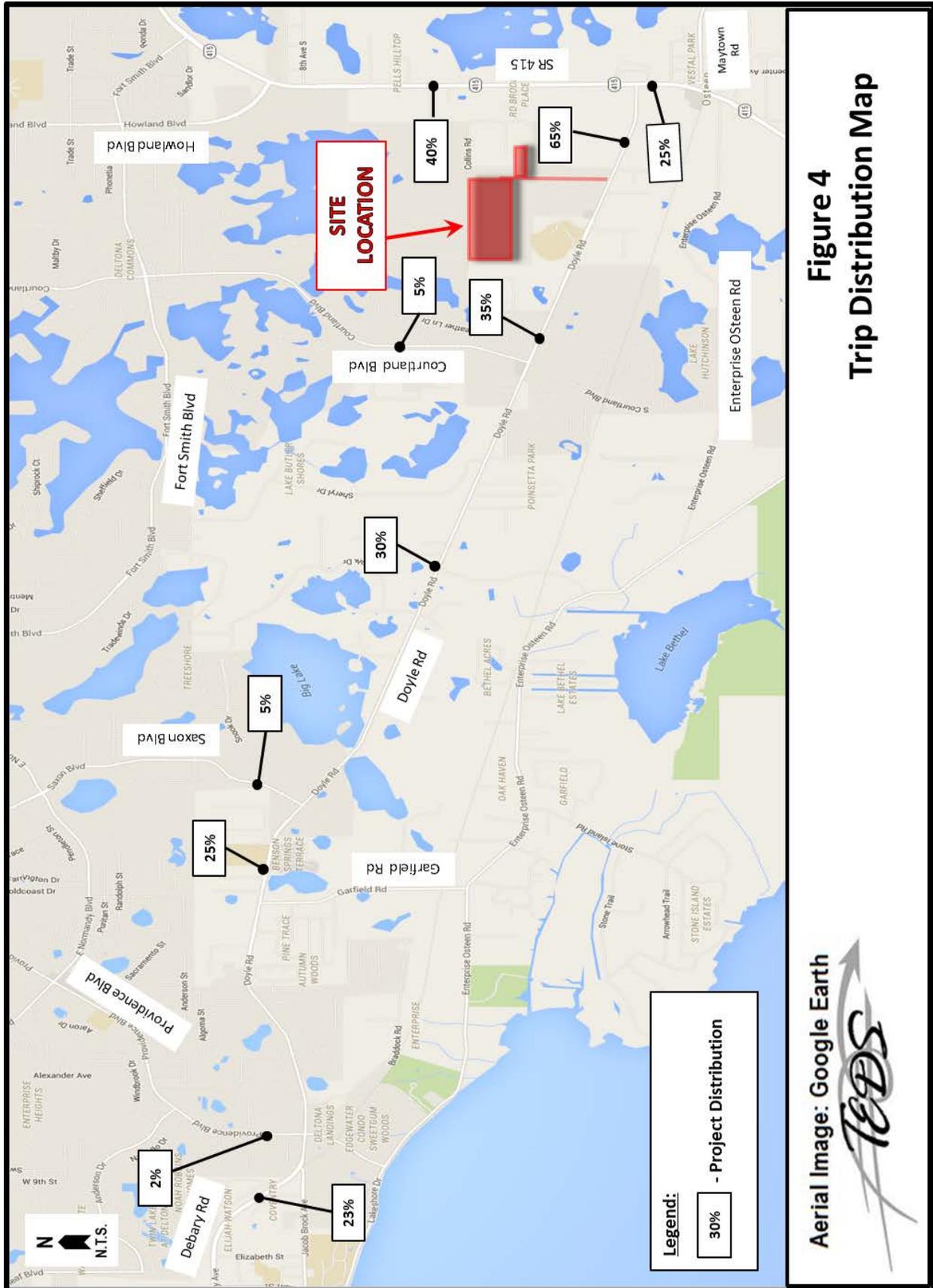
TRIP ASSIGNMENT

The new external PM peak-hour project trips were assigned to the study roadways and intersections based on the trip distribution. **Figure 5** shows the PM peak-hour new external trips, assigned to the study intersections.

The project trips were then added to the future background traffic volumes to arrive at the total future PM peak-hour volumes for both the roadway segments and intersections. **Figure 6** shows the total (year 2017) PM peak-hour turning movement projections at the study intersections at build out of the development. Turning movement worksheets are provided in the **Appendix**. **Table 4** summarizes the total PM peak-hour two-way volumes in year 2017 on the roadway segments at build out of the development.

Table 4
Year 2017 Roadway Segment Volumes and Operating Conditions (PM Peak Hour Two-Way)

Roadway Segment	# of Lanes	Future Background PM Pk-Hr 2-Way Volume	Percent Assignment	2-Way Pk-Hr Project Trips	Future Total 2-Way PM Pk-Hr Volume	Adopted Level of Service Standard	Pk-Hr 2-Way Generalized Service Volume	Future Total Volume Exceeds Service Volume?
Doyle Road								
Providence Blvd to Garfield Road	2	1,120	25.0%	85	1,205	E	1,230	No
Garfield Road to Saxon Blvd	2	866	25.0%	85	951	E	1,230	No
Saxon Blvd to Courtland Blvd	2	719	30.0%	101	820	E	1,230	No
Courtland Blvd to Project Access Dwy	2	511	35.0%	118	629	E	1,230	No
Project Access Dwy to SR 415	2	511	65.0%	220	731	E	1,230	No



Aerial Image: Google Earth

Figure 5: Future New External PM Peak-Hour Turning Movements



Aerial Image: Google Earth

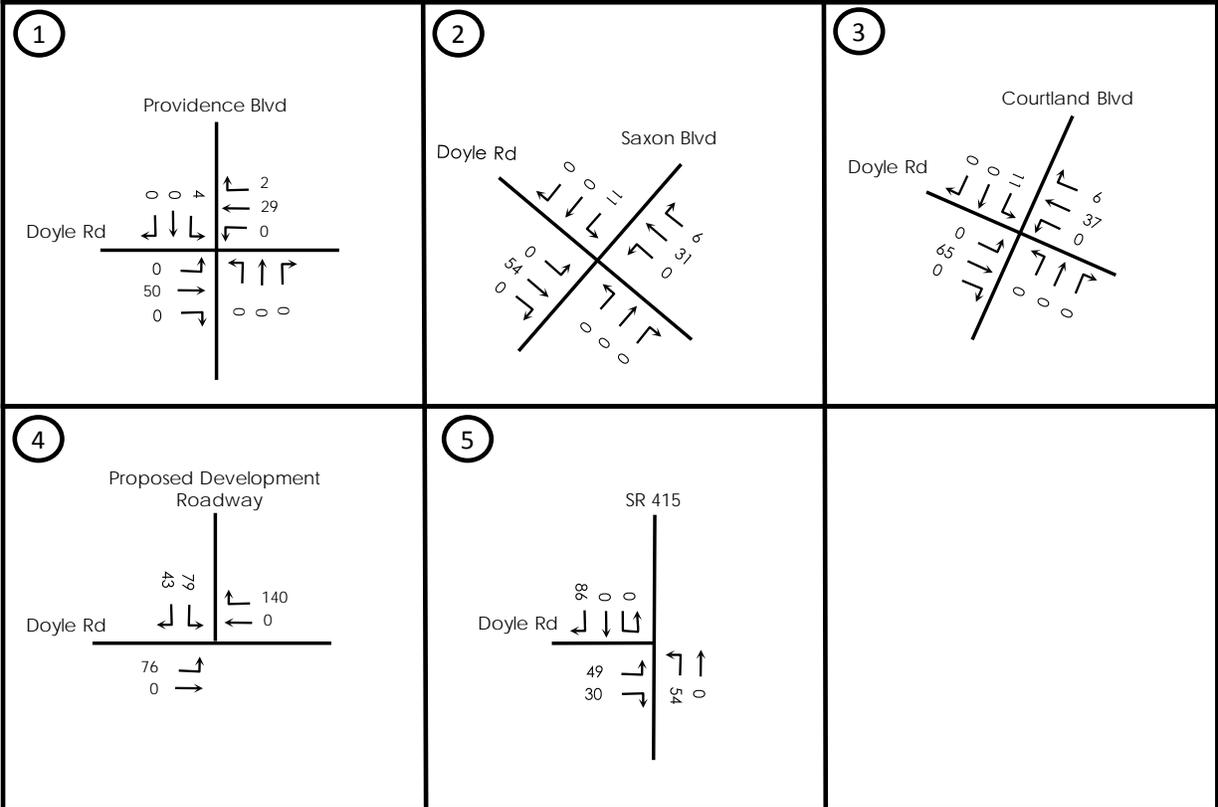
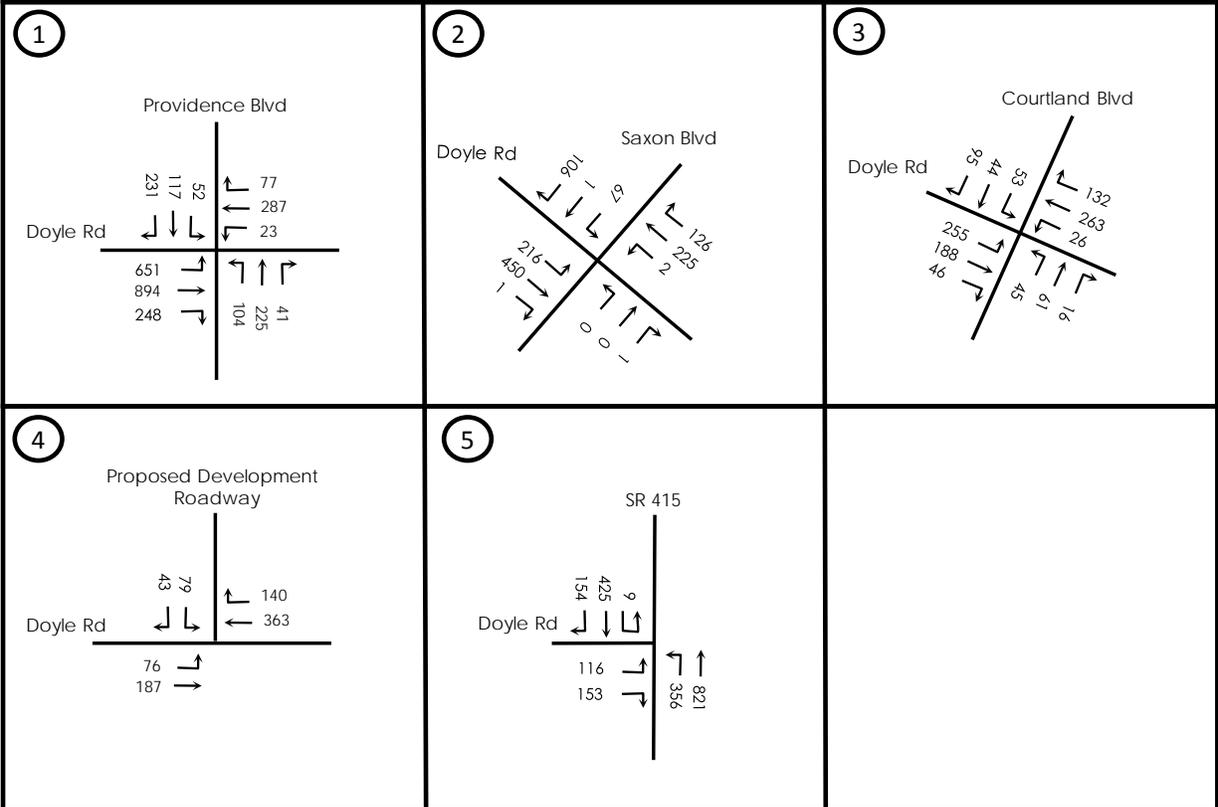


Figure 6: Future Total PM Peak-Hour Turning Movements



Aerial Image: Google Earth



FUTURE CONDITIONS ANALYSIS

Roadway Segments

The PM peak-hour operating conditions of the study roadway segments were analyzed by comparing total projected PM peak-hour two-way segment volumes to each roadway segment's generalized service volume. As summarized in **Table 4**, the projected volumes on all study roadway segments are below the generalized service volumes. Therefore, all study roadway segments are projected to have acceptable operating conditions in year 2017 at build out of the proposed Vineland Reserve development.

Intersections

The PM peak-hour operating conditions for the study intersections along Doyle Road were analyzed at build out of the proposed development in year 2017 using HCS 2010 and the projected turning movements. Based on the HCS analyses, the projected overall level of service (LOS) and delay for the signalized study intersections, at buildout of the proposed development, are as follows:

Intersection	Overall LOS	Overall Delay (sec/veh)
Doyle Road/Providence Boulevard	F	133.8
Doyle Road/Saxon Boulevard	B	10.4
Doyle Road/Courtland Boulevard	B	14.3
Doyle Road/State Road 415	B	18.7

It should be noted that with optimized signal timings (increasing the Max green for the eastbound/westbound left-turn movements to 25 seconds and increasing the eastbound/westbound through movements to 65 seconds) the Doyle Road/Providence Boulevard intersection is projected to operate acceptably at LOS D (overall delay of 44.9 seconds/vehicle). The HCS printouts are provided in the **Appendix**.

Additionally, the intersection of the development road with Doyle Road was analyzed under two-way STOP control using HCS. Based on the HCS analyses, the eastbound left-turn movement is projected to operate acceptably at LOS A (average delay of 8.7 seconds/vehicle). The southbound approach is also projected to operate acceptably at LOS C (average delay of 15.5 seconds/vehicle).

It should be noted that the eastbound left-turn volume is projected to exceed 25 vehicles in the peak hour and thus a left-turn lane on Doyle Road will be required per Volusia County requirements. The 95th percentile queue is less than one vehicle, therefore, a turn-lane length of 205 feet is recommended (based on a 50-foot queue and 155 feet of deceleration per FDOT's 2016 Design Standards, Index 301).

Additionally, the westbound right-turn volume exceeds 100 vehicles per hour, thus a westbound right-turn lane on Doyle Road will also be needed per Volusia County requirements. Because the movement is free flow, there is no projected queue. Therefore, a turn-lane length of 155 feet is recommended (based on 155 feet of deceleration per FDOT's 2016 Design Standards, Index 301).

ALTERNATIVE MODE ANALYSIS

Per the River to Sea TPO TIA Guidelines, an evaluation relating to transit, pedestrian, and bicycle facilities is provided below.

Transit – Votran currently has no routes that pass by the site via Doyle Road, and no routes that pass by the site via State Road 415.

Pedestrian Facilities – Currently, sidewalk is provided on the north side of Doyle Road and along both sides of State Road 415 north of Doyle Road along the frontage of the project.

Bicycle Facilities – There are bike lanes along both sides of State Road 415 to the east of the site. There is also the East Central Regional Rail Trail shared-use path (running east-west), located approximately 1,800 feet south of Doyle Road.

CONCLUSIONS

Traffic Engineering Data Solutions, Inc. (TEDS) was retained to analyze the projected traffic impact for the proposed Vineland Reserve development located on the north side of Doyle Road approximately 0.46 miles west of State Road 415 in the City of Deltona, Florida.

Based on the analyses, the existing PM peak-hour two-way volumes for all of the study roadway segments are below the generalized service volume, thereby indicating that all roadway segments currently have acceptable operating conditions. Additionally, all study intersections currently operate acceptably.

In 2017 at buildout of the proposed development, the projected PM peak-hour two-way volumes for all of the study roadway segments are below the generalized service volume, thereby indicating that all roadway segments are projected to have acceptable operating conditions. Additionally, all study intersections are projected to operate acceptably. However, the maximum green times for the eastbound/westbound left-turn movements and eastbound/westbound through movements will need to be adjusted.

Lastly, at the intersection of the development road with Doyle Road, a 205-foot eastbound left-turn lane and a 155-foot westbound right-turn lane are needed.

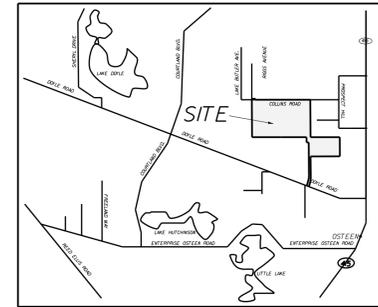
Appendix

PRELIMINARY SITE PLAN

OWNER/DEVELOPER
 LAKE DISTON LANDS, LLC
 300 E NEW YORK AVENUE
 SUITE 300
 DELAND, FLORIDA 32724
 CONTACT: MR. JAMES SWINNER

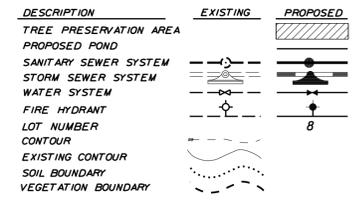
**PLANNER/ENGINEER/
 ENVIRONMENTAL**
 DEMBERRY
 110 WEST INDIANA AVENUE, SUITE 202
 DELAND, FLORIDA 32720
 CONTACT: TAD W. KASBERG, P.E.
 (386) 785-0468

SURVEYOR
 BLACKWELL AND ASSOCIATES
 995 WEST VOLUSIA AVENUE
 DELAND, FL 32720
 (386) 734-7660



LOCATION MAP
 NOT TO SCALE

LEGEND



OFFICIAL RECORDS BOOK 5402, PAGE 1532

A PORTION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 00°12'06" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'16" EAST, 1333.40 FEET; THENCE SOUTH 00°24'06" EAST, 1285.85 FEET; THENCE NORTH 89°57'56" EAST, 1337.92 FEET; TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00°35'15" EAST, ALONG SAID LINE, 660.18 FEET; THENCE SOUTH 89°57'15" WEST, 1340.18 FEET; THENCE NORTH 00°32'09" WEST, 480.44 FEET; THENCE SOUTH 89°59'15" WEST, 178.79 FEET; THENCE NORTH 00°23'29" WEST, 180.04 FEET; THENCE SOUTH 89°59'36" WEST, 1440.94 FEET; TO A POINT ON THE EAST LINE OF THE WEST 3/4 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 00°26'19" WEST, ALONG SAID LINE, 1285.77 FEET; THENCE SOUTH 89°59'21" EAST, 288.37 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

LESS:

A PORTION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 12; THENCE SOUTH 89°59'26" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2622.03 FEET; THENCE SOUTH 00°12'15" EAST, 1004.55 FEET; THENCE SOUTH 89°47'45" WEST, 104.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'15" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°47'45" WEST, 220.00 FEET; THENCE NORTH 00°12'15" WEST, 220.00 FEET; THENCE NORTH 89°47'45" EAST, 220.00 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

THE WEST 31 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 89°59'21" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 2883.63 FEET; THENCE SOUTH 00°26'19" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°26'19" EAST, A DISTANCE OF 1283.10 FEET; THENCE SOUTH 00°26'19" EAST, 2.68 FEET; THENCE SOUTH 89°59'40" WEST, 1045.57 FEET; THENCE NORTH 00°26'19" WEST, 1321.08 FEET; THENCE SOUTH 89°59'21" EAST, 167.56 FEET; THENCE SOUTH 00°07'39" WEST, 35.00 FEET; THENCE SOUTH 89°59'21" EAST, 878.28 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION: BY SURVEYOR

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SECTION 12 A BEARING OF N89°41'20"W, A DISTANCE OF 2667.07 FEET TO THE NORTH QUARTER CORNER OF SECTION 12; THENCE S00°07'18"W, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE S89°41'20"E, A DISTANCE OF 1333.40 FEET, SAID LINE BEING 35.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 12; THENCE S00°04'42"E ALONG THE WEST LINE OF JOE SMITH PLACE AS RECORDED IN MAP BOOK 3, PAGE 32, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A BEARING OF S89°42'42"E, AND A DISTANCE OF 1337.91 FEET; THENCE ALONG THE WEST LINE OF ASSESSORS SUBDIVISION OF THE R.D. BROOKE PLACE, AS RECORDED IN MAP BOOK 3, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A BEARING OF S00°15'27"E, A DISTANCE OF 660.18 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 A BEARING OF N89°43'23"W, A DISTANCE OF 1340.10 FEET; THENCE N00°12'45"W, A DISTANCE OF 480.44 FEET; THENCE N89°40'56"W, A DISTANCE OF 178.79 FEET; THENCE N00°04'05"W, A DISTANCE OF 180.04 FEET; THENCE N89°41'00"W, A DISTANCE OF 1440.94 FEET; THENCE N89°40'56"W, A DISTANCE OF 1045.57 FEET; THENCE N00°06'55"W, A DISTANCE OF 1321.08 FEET; THENCE S89°39'57"E, A DISTANCE OF 167.56 FEET; THENCE S00°20'03"W, A DISTANCE OF 35.00 FEET; THENCE S89°39'57"E, A DISTANCE OF 1166.66 FEET TO THE POINT OF BEGINNING.

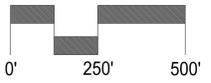
LESS THE FOLLOWING:

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N89°41'20"W ALONG THE NORTH LINE OF SECTION 12, A DISTANCE OF 2622.03 FEET; THENCE S00°06'59"W, A DISTANCE OF 1004.55 FEET; THENCE N89°55'01"W, A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING; THENCE S00°06'59"W, A DISTANCE OF 220.00 FEET; THENCE N89°53'01"W, A DISTANCE OF 200.00 FEET; THENCE N00°06'59"E, A DISTANCE OF 220.00 FEET; THENCE S89°53'01"E, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

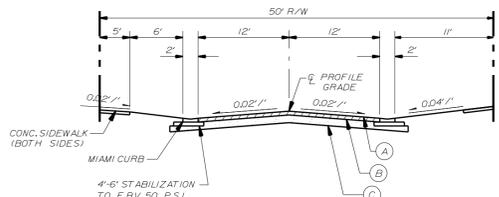
DISCLAIMER
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10/5/2015



SITE DATA

- PARCEL ID. -
 - 12-19-31-00-00-0251
 - 12-19-31-00-00-0151
 - 12-19-31-00-00-0250
 - 12-19-31-00-00-0250
 - 12-19-31-00-00-0070
 - 12-19-31-00-00-0061
 - 12-19-31-00-00-0062
 - 12-19-31-00-00-0020
 - 12-19-31-00-00-0030
- 102.7 AC GROSS LAND AREA
- 12.4 AC RETENTION (12.1%)
- 21.2 AC TREE PRESERVATION (25.0%)
- 2.4 AC OPEN AREA (2.3%)
- (35% TO BE COMMON AREA)
- PROPOSED STREET LENGTH • 16,996 LF
- HORIZONTAL ALIGNMENT OF STREETS MEET FLORIDA DEPARTMENT OF TRANSPORTATION MINIMUM STANDARDS FOR A 20 MPH DESIGN SPEED
- 407 TOTAL LOTS
- 279 SINGLE FAMILY
- 128 TOWNHOME
- ZONING - RPUD
- SINGLE FAMILY:
- SETBACKS:
 - FRONT 20'
 - SIDE 15'
 - REAR 20'
- MIN. LOT SIZE: 6,900 SF
- MIN. LOT WIDTH: 50'
- TOWNHOME:
- SETBACKS:
 - FRONT 25'
 - REAR 20'
- MIN. LOT SIZE: 2,520 SF
- MIN. LOT WIDTH: 24'
- PROPOSED DENSITY • 4.0 UNITS/ACRE
- GEOMETRY IS PURELY CONCEPTUAL



- (A) 1 1/2" AC, S.C., TYPE S-111, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" (TYP.)
- (B) 8" LUMEROCK BASE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST (TYP.)
- (C) 8" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40. (TYP.)

TYPICAL SECTION

SOILS LEGEND

01	APOPKA FINE SAND
04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
05	ASTATULA FINE SAND
11	DAYTONA SAND, 0-5 PERCENT SLOPES
22	ELECTRA FINE SAND
37	ORSDINO FINE SAND
42	PAOLA FINE SAND, 8-17 PERCENT SLOPES
63	TAVARES FINE SAND
99	NATURAL VEGETATION RETENTION AREAS WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
210	ABANDONED FIELDS
412	PINE/FAERIC OAK
414	PINE/AMERIC OAK
421	YERIC OAK
710	DISTURBED LANDS

VINELAND RESERVE
 MASTER DEVELOPMENT PLAN
 CITY OF DELTONA

10/5/2015
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LEGEND

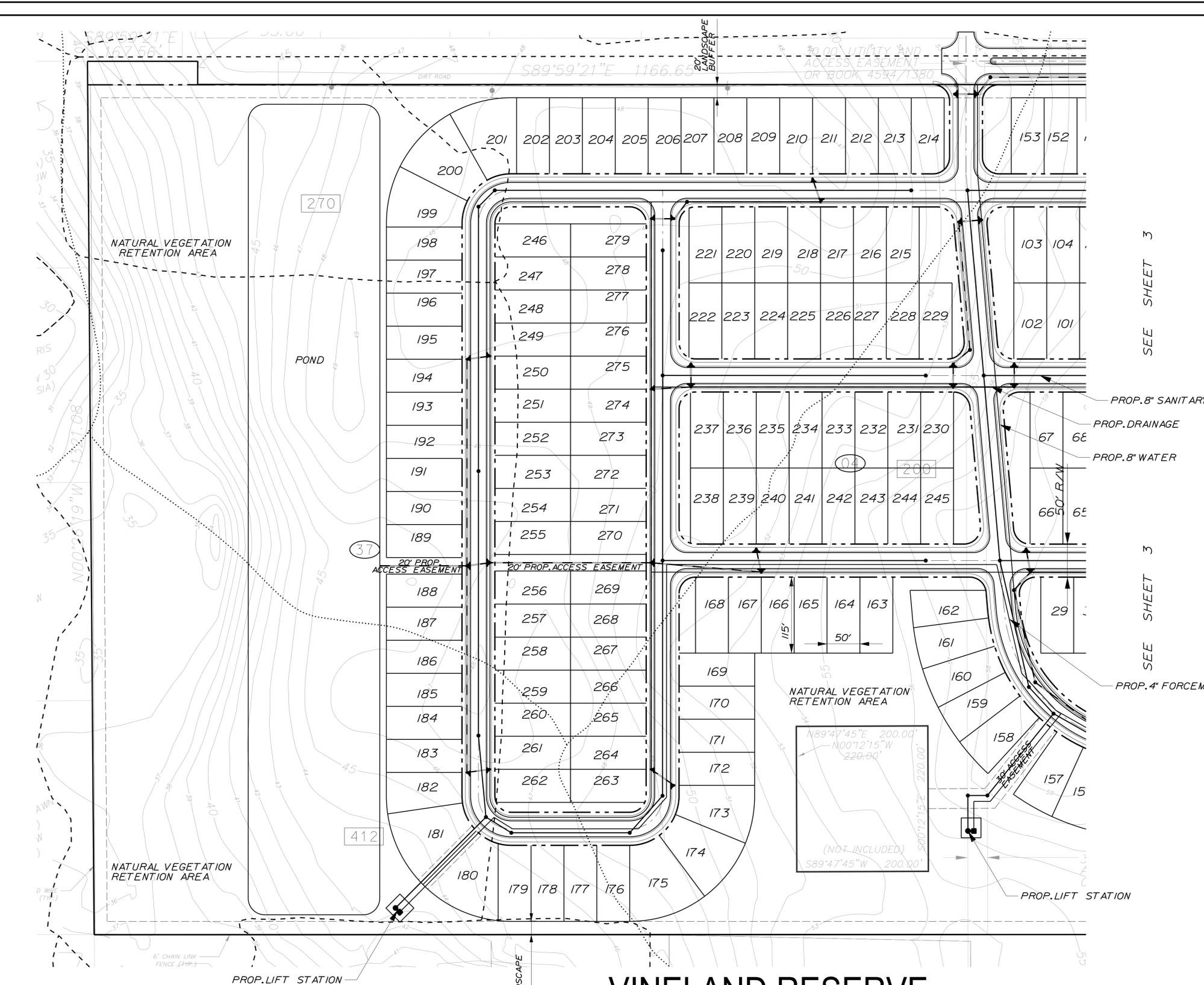
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TREE PRESERVATION AREA	(Symbol)	(Symbol)
PROPOSED POND	(Symbol)	(Symbol)
SANITARY SEWER SYSTEM	(Symbol)	(Symbol)
STORM SEWER SYSTEM	(Symbol)	(Symbol)
WATER SYSTEM	(Symbol)	(Symbol)
FIRE HYDRANT	(Symbol)	(Symbol)
LOT NUMBER	(Symbol)	(Symbol)
CONTOUR	(Symbol)	(Symbol)
EXISTING CONTOUR	(Symbol)	(Symbol)
SOIL BOUNDARY	(Symbol)	(Symbol)
VEGETATION BOUNDARY	(Symbol)	(Symbol)

SOILS LEGEND

01	APOPKA FINE SAND
04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
05	ASTATULA FINE SAND
17	DAYTONA SAND, 0-5 PERCENT SLOPES
22	ELECTRA FINE SAND
37	ORSINO FINE SAND
42	PAOLA FINE SAND, 8-17 PERCENT SLOPES
63	TAVARES FINE SAND
99	OPEN WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
270	ABANDONED FIELDS
412	PINE/XERIC OAK
414	PINE/MESIC OAK
421	XERIC OAK
740	DISTURBED LANDS



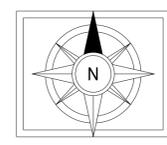
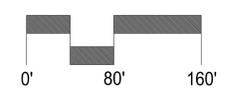
SEE SHEET 3

SEE SHEET 3

VINELAND RESERVE
MASTER DEVELOPMENT PLAN
CITY OF DELTONA

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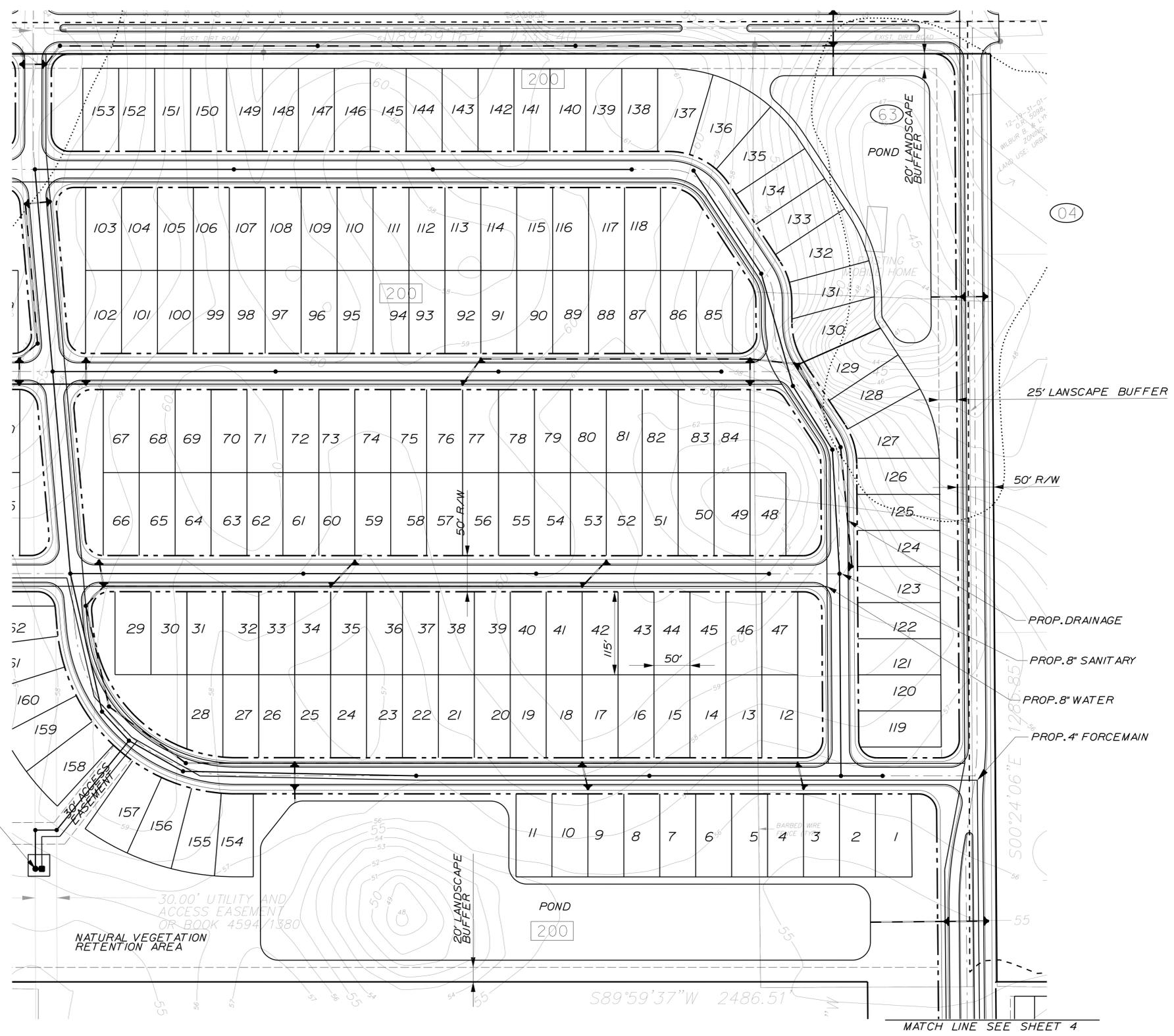
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 Fuller - D:\MKT\105176

SEE SHEET 2

SEE SHEET 2



LEGEND

DESCRIPTION	EXISTING	PROPOSED
TREE PRESERVATION AREA		
PROPOSED POND		
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER SYSTEM		
FIRE HYDRANT		
LOT NUMBER		
CONTOUR		
EXISTING CONTOUR		
SOIL BOUNDARY		
VEGETATION BOUNDARY		

SOILS LEGEND

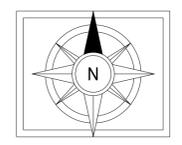
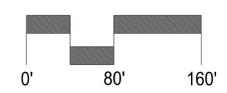
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04	ASTATULA FINE SAND, 0-8 PERCENT SLOPES
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42	PAOLA FINE SAND, 8-17 PERCENT SLOPES
63	TAVARES FINE SAND
99	OPEN WATER

VEGETATION TABLE

100	GENERALIZED URBAN
200	GENERALIZED AGRICULTURE
270	ABANDONED FIELDS
412	PINE/XERIC OAK
414	PINE/MESIC OAK
421	XERIC OAK
740	DISTURBED LANDS

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10/5/2015



VINELAND RESERVE
 MASTER DEVELOPMENT PLAN
 CITY OF DELTONA

MATCH LINE SEE SHEET 4

LEGEND

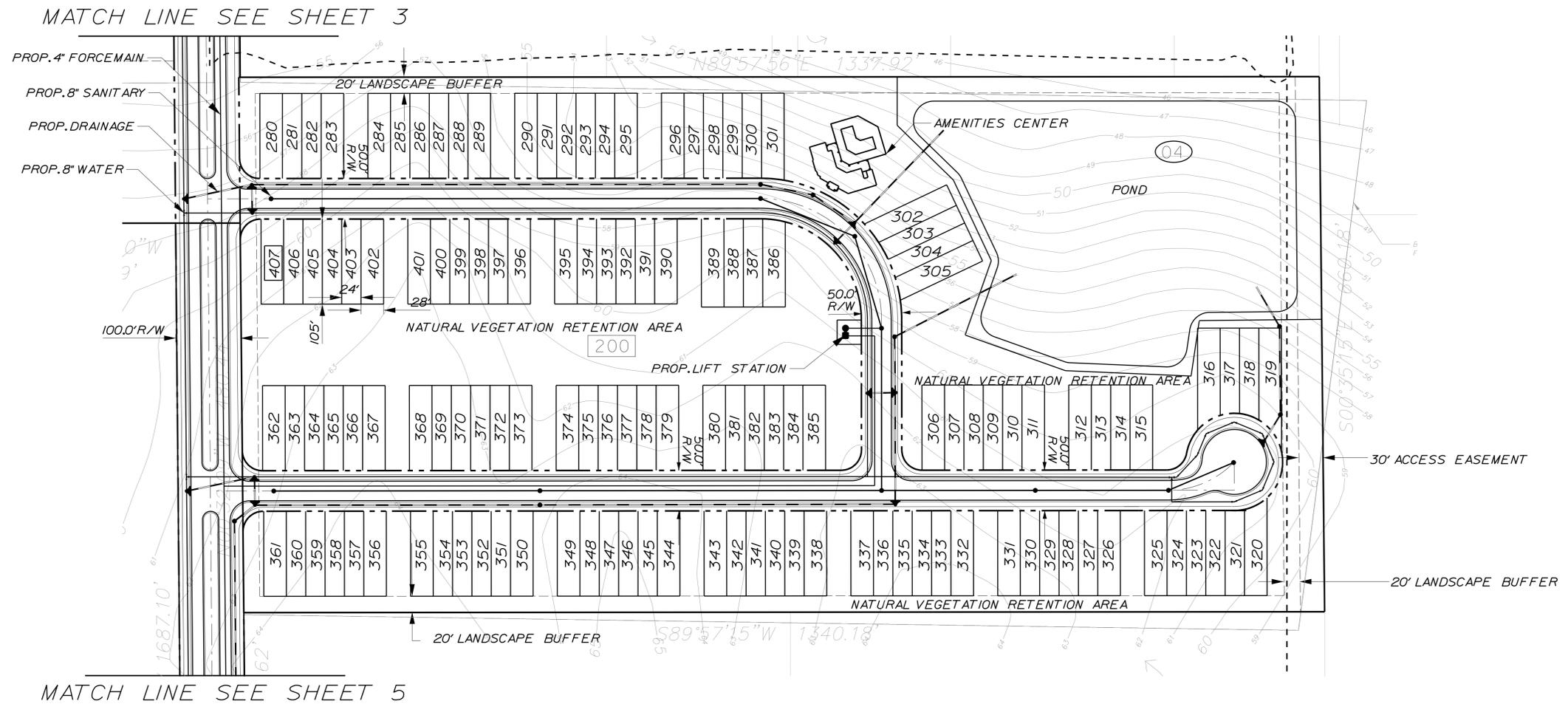
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TREE PRESERVATION AREA		
PROPOSED POND		
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER SYSTEM		
FIRE HYDRANT		
LOT NUMBER		
CONTOUR		
EXISTING CONTOUR		
SOIL BOUNDARY		
VEGETATION BOUNDARY		

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63	TAVARES FINE SAND
99	OPEN WATER

VEGETATION TABLE

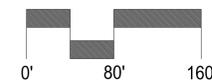
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740	DISTURBED LANDS



VINELAND RESERVE
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 CITY OF DELTONA

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10/5/2015



LEGEND

DESCRIPTION	EXISTING	PROPOSED
TREE PRESERVATION AREA		
PROPOSED POND		
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER SYSTEM		
FIRE HYDRANT		
LOT NUMBER		
CONTOUR		
EXISTING CONTOUR		
SOIL BOUNDARY		
VEGETATION BOUNDARY		

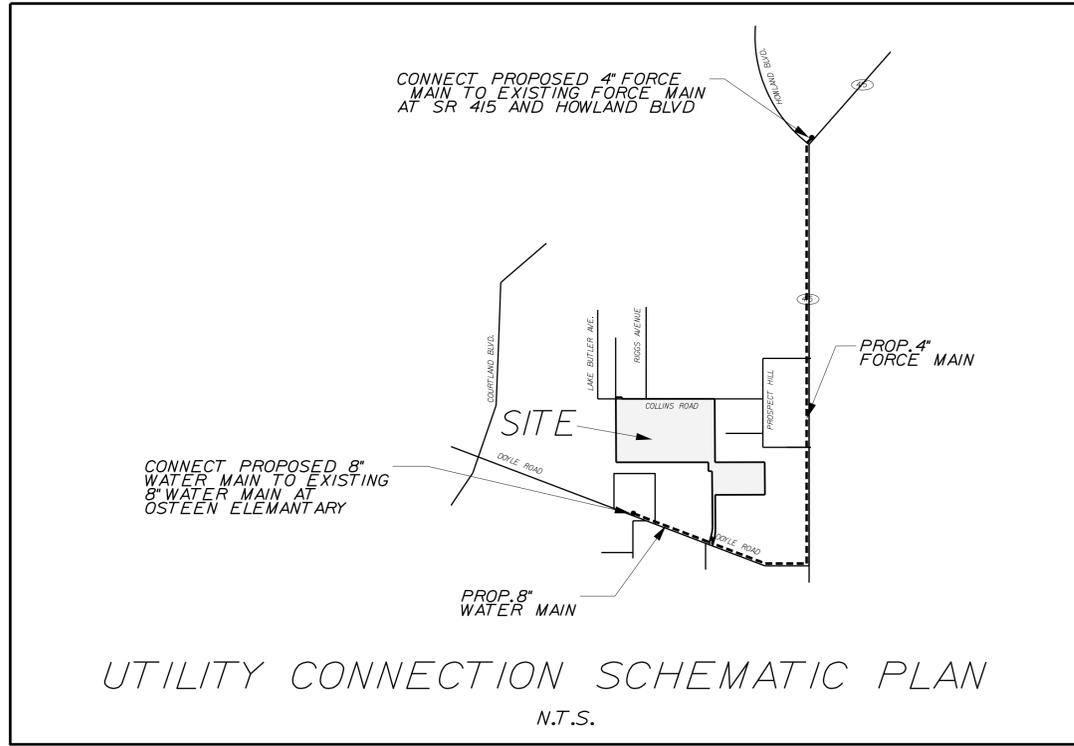
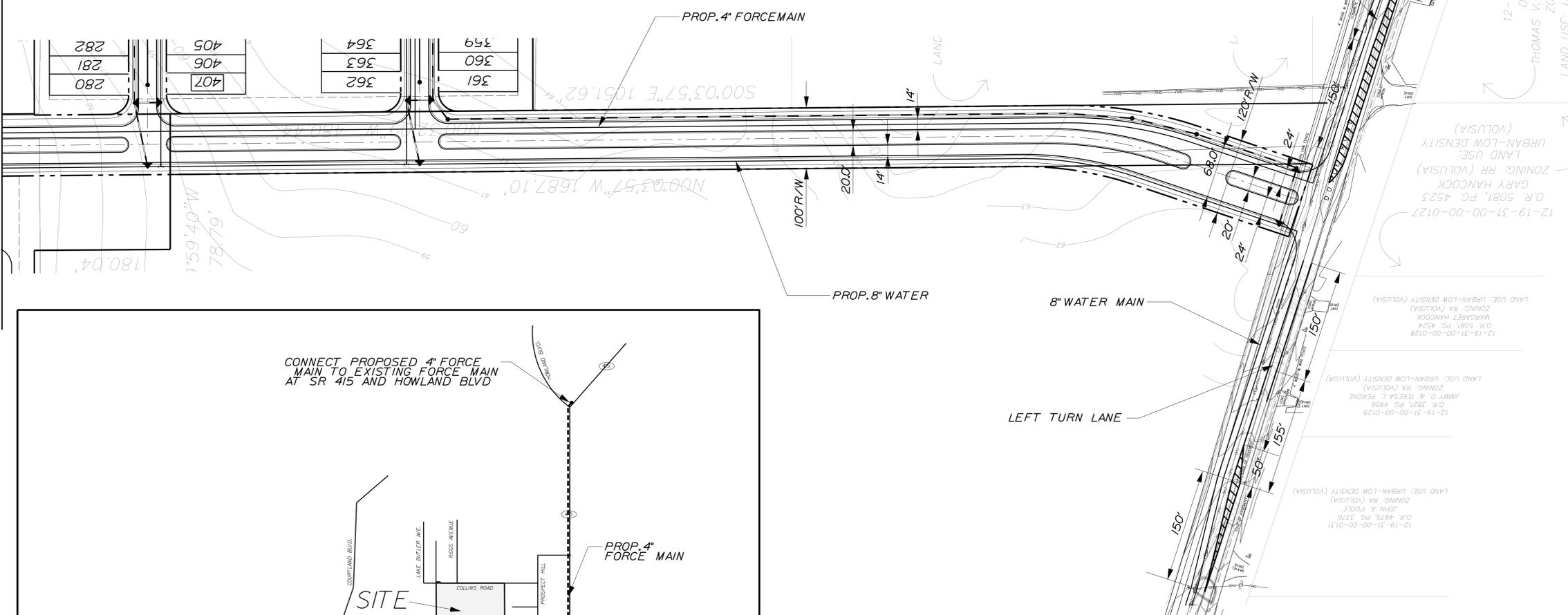
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VEGETATION TABLE

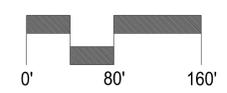
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414	PINE/MESIC OAK
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740	DISTURBED LANDS

MATCH LINE SEE SHEET 4



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10/5/2015



VINELAND RESERVE
MASTER DEVELOPMENT PLAN
CITY OF DELTONA

TRAFFIC METHODOLOGY AND REVIEW CORRESPONDENCE



Ref: 10838

TECHNICAL MEMORANDUM

To: Mr. James Skinner
From: Chris J. Walsh, P.E.
Subject: Traffic Impact Analysis Methodology – Vineland Reserve
Deltona, Florida
Date: October 28, 2015

Introduction

Traffic Engineering Data Solutions, Inc. (TEDS) has been retained to conduct a traffic impact analysis for the Vineland Reserve development located on the north side of Doyle Road approximately 0.46 miles west of State Road 415 in the City of Deltona, Florida (see **Figure 1**). The proposed development will include 279 single-family residential units and 128 townhomes. A preliminary site plan of the proposed development is attached. This letter summarizes the methodology for the traffic impact analysis.

Trip Generation

The total daily and PM peak-hour trip generation potential for the development was determined based on trip generation equations and rates provided in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 9th Edition*. For single-family residential units, Land Use Code 210 (Single-Family Detached Housing) was used. For townhomes, Land Use Code 230 (Residential Condominiums/Townhouse) was used. As summarized in **Table 1**, the proposed development is projected to generate 3,497 total daily trips (1,749 in, 1,748 out) and 338 total PM peak-hour trips (216 in, 122 out).



Aerial Image: Google Earth



Figure 1
Site Location Map

**Table 1
 Trip Generation Summary**

Land Use	Intensity	Units	Daily			PM Peak		
			In	Out	Total	In	Out	Total
Single-Family Detached Housing	279	Dwelling Units	1350	1,349	2,699	167	98	265
Residential Condominium/Townhouse	128	Dwelling Units	399	398	797	49	25	74
Net New External Trips			1,749	1,748	3,497	216	122	339

Single-Family Detached Housing (ITE 9th Edition - Land Use Code 210)

Daily LN (T) = 0.92 x LN (# of DU) + 2.72 50% In 50% Out
 PM Peak Hour LN (T) = 0.90 x LN (# of DU) + 0.51 63% In 37% Out

Residential Condominium/Townhouse (ITE 9th Edition - Land Use Code 230)

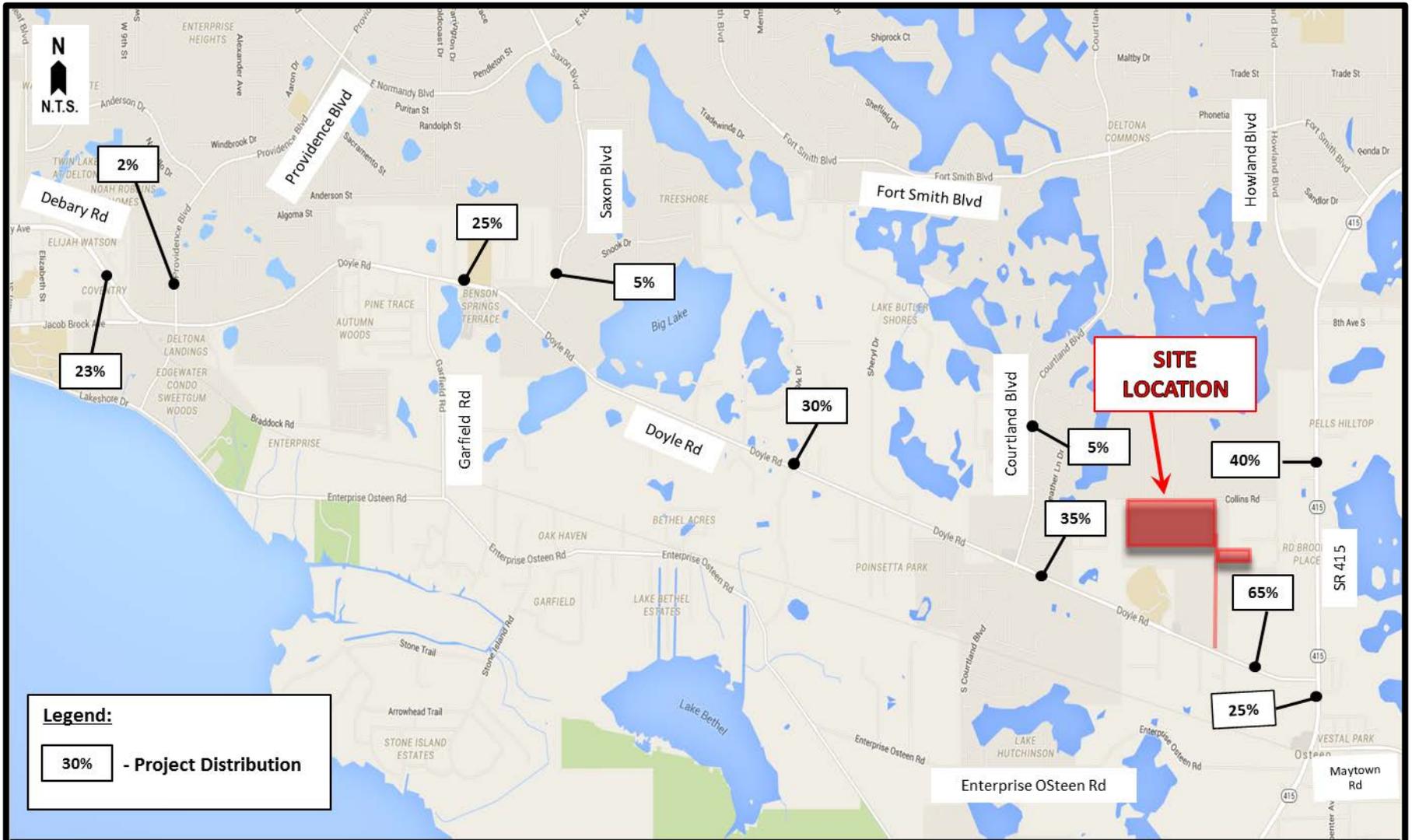
Daily LN (T) = 0.87 x LN (# of DU) + 2.46 50% In 50% Out
 PM Peak Hour LN (T) = 0.82 x LN (# of DU) + 0.32 67% In 33% Out

Trip Distribution & Assignment

A traffic impact analysis was previously conducted in 2006 for the Collingswood Properties and Vineland Reserve developments. The distribution included in the approved TIA included was based on a model distribution. Recognizing that the Vineland Reserve development is still proposed as a residential development, the model distribution from the 2006 TIA was used as the basis for the newly proposed distribution. The proposed trip distribution is shown in **Figure 2** and the 2006 model distribution is attached.

Study Area

Because the proposed development is projected to generate more than 300 two-way peak hour external trips, the study area was determined based upon a five-percent level of significance as consistent with the River to Sea Transportation Planning Organization (River to Sea TPO) Transportation Impact Analysis (TIA) Guidelines. A summary of the determination of the five-percent significance area can be found in **Table 2**. The adopted levels of service (LOS) included in **Table 2** were obtained from the City of Deltona’s comprehensive plan and the generalized service volumes based on FDOT’s 2013 Quality/Level of Service Handbook.



Aerial Image: Google Earth



Figure 4
Trip Distribution Map

Table 2
Summary of Significant Impact Determination

Roadway Segment	Existing Number of Lanes	Adopted Level of Service Standard	Pk-Hr 2-Way Generalized Service Volume	Percent Assignment	Pk-Hr 2-Way Project Trips	Project Trips as % of Service Volume	Impact Exceeds 5%?
State Road 415							
Enterprise-Osteen Road to Doyle Rd	4	E	3,759	25.0%	85	2.26%	No
Doyle Rd to Walmart Dwy	4	E	3,759	40.0%	135	3.59%	No
Doyle Road							
Main Street to Providence Blvd	4	E	3,759	23.0%	78	2.08%	No
Providence Blvd to Garfield Road	2	E	1,230	25.0%	85	6.91%	YES
Garfield Road to Saxon Blvd	2	E	1,230	25.0%	85	6.91%	YES
Saxon Blvd to Courtland Blvd	2	E	1,230	30.0%	101	8.21%	YES
Courtland Blvd to Project Access Dwy	2	E	1,230	35.0%	118	9.59%	YES
Project Access Dwy to SR 415	2	E	1,230	65.0%	220	17.89%	YES
Courtland Boulevard							
Fort Smith Blvd to Doyle Road	2	E	1,150	5.0%	17	1.48%	No
Saxon Boulevard							
Normandy Blvd to Doyle Road	2	E	1,230	5.0%	17	1.38%	No
Providence Boulevard							
Anderson Dr to Doyle Road	2	E	1,020	2.0%	7	0.69%	No

Based on **Table 2**, the following roadway segments will be analyzed:

- Doyle Road, from Providence Boulevard to State Road 415

The study intersections will include the following:

- Doyle Road at Providence Boulevard
- Doyle Road at Saxon Boulevard
- Doyle Road at Courtland Boulevard
- Doyle Road at State Road 415

The PM peak-hour background traffic volumes for the roadway segments will be projected by factoring up existing volumes through the application of vested trips from the City of Deltona, and/or historical growth rates. Project trips will then be added to the future background volumes to project the build out conditions for each roadway segment and intersection.

The existing and future roadway segment and intersection operating conditions will be analyzed for the PM peak hour. The roadway segments will be analyzed by comparing the two-way link volumes to the generalized service volumes. Should the projected volume be less than the generalized service volume then it shall be concluded that the roadway will operate at an acceptable level of service (LOS)

volume then it shall be concluded that the roadway will operate at an acceptable level of service (LOS) standard at build out of the project. In the event the future volume of a roadway exceeds the generalized service volume, TEDS may conduct a more detailed highway/arterial analysis to further refine the level of service evaluation.

Existing and future PM peak-hour intersection operating conditions will be analyzed using the Highway Capacity Software based upon the committed geometry. Existing signal timings and phasing will be used for intersection analyses. A study intersection will be deemed to operate acceptably if the overall intersection LOS meets the adopted LOS standard for the roadways. Per the River to Sea TPO TIA Guidelines, in the event the two intersecting roadways have different LOS standards, then the lower standard shall prevail. For example, if one roadway has a LOS standard of D and the intersecting road has a LOS standard of E, then the overall intersection LOS standard shall be E.

Critical and Near Critical Study Area

A critical, near critical, and hurricane critical roadway segment is one where the existing daily volume is 90 percent or more of a roadway's service volume at the adopted LOS standard. There are no critical, near critical, and hurricane critical roadway segments identified on Volusia County Traffic Engineering Division's critical/near-critical map within a five-mile travel distance.

Alternative Mode Analysis

Per the River to Sea TPO TIA Guidelines, an evaluation relating to transit, pedestrian, and bicycle facilities will be provided.

Conclusions, Recommendations and Mitigation

Based upon the results of the analysis, conclusions and recommendations will be prepared. If the TIA identifies deficient roadways/intersections and the project's impacts are non-deminimus, then a plan to mitigate the project's impacts will be provided.

From: Chris Walsh [<mailto:cwalsh@teds-fl.com>]
Sent: Tuesday, November 03, 2015 11:02 AM
To: 'Ron Paradise' <RParadise@deltonafl.gov>
Cc: 'Chris Bowley' <CBowley@deltonafl.gov>; 'Kat Kyp' <KKyp@deltonafl.gov>; 'Melissa Winsett' (mwinsett@volusia.org) <mwinsett@volusia.org>
Subject: RE: Vineland Reserve

Good afternoon Ron,

Below are responses to your methodology comments (see in red). Please note that based on comment #4, we have prepared a revised distribution and included it in a revised methodology (basically the only change is the distribution and the significance test table). Also attached is the old approved traffic study for the development which was the basis of the trip distribution in our first methodology.

Melissa, a driveway permit will be needed from the County for a connection to Doyle Road. Attached is the site plan.

Chris

Chris J. Walsh, PE
Senior Transportation Engineer



Traffic Engineering Data Solutions, Inc.
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DeBary, Florida 32713
386.753.0558 (o) 386.801.5682 (c)
cwalsh@teds-fl.com
www.teds-fl.com

From: Ron Paradise [<mailto:RParadise@deltonafl.gov>]
Sent: Thursday, October 29, 2015 11:44 AM
To: Chris Walsh <cwalsh@teds-fl.com>
Cc: Chris Bowley <CBowley@deltonafl.gov>; Kat Kyp <KKyp@deltonafl.gov>; Melissa Winsett (mwinsett@volusia.org) <mwinsett@volusia.org>
Subject: RE: Vineland Reserve

Mr. Walsh, I looked at the methodology and have the following observations/comments?

- 1) The TIA will comport with TPO guidelines – correct? **Correct**
- 2) Need to incorporate some sort of signal warrant oriented analysis at the project entrance and Doyle. Furthermore what improvements will be needed to make that intersection function (i.e. turn lanes, storage, etc.)? **We will first analyze the intersection under STOP sign control. If the intersection operates acceptably, then a signal warrant analysis will not be conducted. If the intersection fails (sidestreet approach does not meet the LOS standard), then a signal warrant analysis will be conducted.**
- 3) Please coordinate with Volusia County Traffic Engineering (Doyle is a County Rd.). **Will do**
- 4) With regard to the traffic splits, what is the rationale behind only 8% of the trips heading south on SR 415? In addition, what percent of traffic will use Courtland Blvd. from Doyle to Ft. Smith? Only 2%? **We had utilized the distribution from the previously approved TIA for the same development (see attachment). However, we are in**

agreement as we would expect more traffic to be to/from the south on SR 415. Based on local knowledge, we propose a revised (new) distribution....see the attached revised methodology.

- 5) Note: the City does have 2015 traffic counts on City t-fare facilities. Will send under separate cover. Thank you, we received your email with the count data.
- 6) If traffic deficiencies are noted, please indicate how those deficiencies will be addressed and by what entity including a funding mechanism. We will utilize mitigation procedures in accordance with the TIA guidelines and City's LDR's (proportionate-share is the typical approach but will work with the City and County on mitigation solutions).

Have a good day.

Ron

From: Chris Walsh [<mailto:cwalsh@teds-fl.com>]
Sent: Thursday, October 29, 2015 10:41 AM
To: Ron Paradise
Subject: Vineland Reserve

Good afternoon Ron,

Attached is a methodology for the TIA for the Vineland Reserve development. Please let me know if you have any questions.

Chris

Chris J. Walsh, PE
Senior Transportation Engineer



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From: Vischal Persaud [<mailto:vpersaud@teds-fl.com>]
Sent: Wednesday, October 28, 2015 2:41 PM
To: cwalsh@teds-fl.com
Subject: Vineland Reserve

Vischal Persaud, EI
Transportation Analyst



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Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Deltona's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

TRAFFIC COUNT DATA PRINTOUTS

Groups Printed- All Vehicles

Start Time	PROVIDENCE Northbound					PROVIDENCE Southbound					DOYLE Eastbound					DOYLE Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	22	37	12	0	71	14	25	59	0	98	114	142	44	0	300	8	65	11	0	84	553
04:15 PM	31	27	8	0	66	10	34	74	0	118	123	215	68	0	406	8	65	18	0	91	681
04:30 PM	36	40	6	0	82	12	26	62	0	100	175	230	71	2	478	1	89	26	0	116	776
04:45 PM	29	37	7	0	73	11	27	68	0	106	131	231	62	1	425	6	81	9	0	96	700
Total	118	141	33	0	292	47	112	263	0	422	543	818	245	3	1609	23	300	64	0	387	2710
05:00 PM	31	55	9	0	95	12	37	54	0	103	138	199	53	1	391	9	65	10	0	84	673
05:15 PM	20	44	7	0	71	14	23	57	0	94	191	233	65	1	490	5	60	31	3	99	754
05:30 PM	25	64	16	0	105	14	32	53	0	99	159	215	60	1	435	6	65	17	0	88	727
05:45 PM	26	58	8	0	92	7	23	62	2	94	150	180	65	0	395	3	63	16	0	82	663
Total	102	221	40	0	363	47	115	226	2	390	638	827	243	3	1711	23	253	74	3	353	2817
Grand Total	220	362	73	0	655	94	227	489	2	812	1181	1645	488	6	3320	46	553	138	3	740	5527
Apprch %	33.6	55.3	11.1	0		11.6	28	60.2	0.2		35.6	49.5	14.7	0.2		6.2	74.7	18.6	0.4		
Total %	4	6.5	1.3	0	11.9	1.7	4.1	8.8	0	14.7	21.4	29.8	8.8	0.1	60.1	0.8	10	2.5	0.1	13.4	

Start Time	PROVIDENCE Northbound					PROVIDENCE Southbound					DOYLE Eastbound					DOYLE Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	36	40	6	0	82	12	26	62	0	100	175	230	71	2	478	1	89	26	0	116	776
04:45 PM	29	37	7	0	73	11	27	68	0	106	131	231	62	1	425	6	81	9	0	96	700
05:00 PM	31	55	9	0	95	12	37	54	0	103	138	199	53	1	391	9	65	10	0	84	673
05:15 PM	20	44	7	0	71	14	23	57	0	94	191	233	65	1	490	5	60	31	3	99	754
Total Volume	116	176	29	0	321	49	113	241	0	403	635	893	251	5	1784	21	295	76	3	395	2903
% App. Total	36.1	54.8	9	0		12.2	28	59.8	0		35.6	50.1	14.1	0.3		5.3	74.7	19.2	0.8		
PHF	.806	.800	.806	.000	.845	.875	.764	.886	.000	.950	.831	.958	.884	.625	.910	.583	.829	.613	.250	.851	.935

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	05:00 PM					04:15 PM					04:30 PM					04:30 PM					
+0 mins.	31	55	9	0	95	10	34	74	0	118	175	230	71	2	478	1	89	26	0	116	
+15 mins.	20	44	7	0	71	12	26	62	0	100	131	231	62	1	425	6	81	9	0	96	
+30 mins.	25	64	16	0	105	11	27	68	0	106	138	199	53	1	391	9	65	10	0	84	
+45 mins.	26	58	8	0	92	12	37	54	0	103	191	233	65	1	490	5	60	31	3	99	
Total Volume	102	221	40	0	363	45	124	258	0	427	635	893	251	5	1784	21	295	76	3	395	
% App. Total	28.	60.	11	0		10.	29	60.	0		35.	50.	14.	0.3		5.3	74.	19.	0.8		
	1	9				5		4			6	1	1			7	2				
PHF	.82	.86	.62	.00	.864	.93	.83	.87	.00	.905	.83	.95	.88	.62	.910	.58	.82	.61	.25		.851
	3	3	5	0		8	8	2	0		1	8	4	5		3	9	3	0		

Groups Printed- Heavy Trucks

Start Time	PROVIDENCE Northbound					PROVIDENCE Southbound					DOYLE Eastbound					DOYLE Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	1	0	1	0	2	1	0	1	0	2	5	2	0	0	7	0	2	0	0	2	13
04:15 PM	0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	0	3	1	0	4	7
04:30 PM	0	1	0	0	1	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0	5
04:45 PM	0	0	0	0	0	0	1	0	0	1	1	0	0	1	2	0	0	0	0	0	3
Total	1	1	2	0	4	1	1	3	0	5	7	5	0	1	13	0	5	1	0	6	28
05:00 PM	0	2	0	0	2	0	1	0	0	1	0	1	0	0	1	0	0	0	0	0	4
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	1	2
*** BREAK ***																					
05:45 PM	0	0	0	0	0	0	0	0	2	2	0	0	1	0	1	0	1	0	0	1	4
Total	0	2	0	0	2	0	1	0	2	3	0	1	1	1	3	0	2	0	0	2	10
Grand Total	1	3	2	0	6	1	2	3	2	8	7	6	1	2	16	0	7	1	0	8	38
Apprch %	16.7	50	33.3	0		12.5	25	37.5	25		43.8	37.5	6.2	12.5		0	87.5	12.5	0		
Total %	2.6	7.9	5.3	0	15.8	2.6	5.3	7.9	5.3	21.1	18.4	15.8	2.6	5.3	42.1	0	18.4	2.6	0	21.1	

Start Time	PROVIDENCE Northbound					PROVIDENCE Southbound					DOYLE Eastbound					DOYLE Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	1	0	1	0	2	1	0	1	0	2	5	2	0	0	7	0	2	0	0	2	13
04:15 PM	0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	0	3	1	0	4	7
04:30 PM	0	1	0	0	1	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0	5
04:45 PM	0	0	0	0	0	0	1	0	0	1	1	0	0	1	2	0	0	0	0	0	3
Total Volume	1	1	2	0	4	1	1	3	0	5	7	5	0	1	13	0	5	1	0	6	28
% App. Total	25	25	50	0		20	20	60	0		53.8	38.5	0	7.7		0	83.3	16.7	0		
PHF	.250	.250	.500	.000	.500	.250	.250	.750	.000	.625	.350	.625	.000	.250	.464	.000	.417	.250	.000	.375	.538

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	04:00 PM					04:00 PM					04:00 PM					04:00 PM				
+0 mins.	1	0	1	0	2	1	0	1	0	2	5	2	0	0	7	0	2	0	0	2
+15 mins.	0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	0	3	1	0	4
+30 mins.	0	1	0	0	1	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0
+45 mins.	0	0	0	0	0	0	1	0	0	1	1	0	0	1	2	0	0	0	0	0
Total Volume	1	1	2	0	4	1	1	3	0	5	7	5	0	1	13	0	5	1	0	6
% App. Total	25	25	50	0		20	20	60	0		53.8	38.5	0	7.7		0	83.3	16.7	0	
PHF	.25	.25	.50	.00	.500	.25	.25	.75	.00	.625	.35	.62	.00	.25	.464	.00	.41	.25	.00	.375
	0	0	0	0		0	0	0	0		0	5	0	0		0	7	0	0	

Groups Printed- ALL VEHICLES

Start Time	SAXON BLVD Northbound					SAXON BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	0	0	1	0	1	13	0	21	0	34	41	90	0	0	131	1	48	23	0	72	238
04:15 PM	0	0	0	0	0	20	0	20	0	40	44	73	2	0	119	0	56	19	0	75	234
04:30 PM	0	0	0	0	0	12	0	17	0	29	49	107	0	0	156	0	65	23	0	88	273
04:45 PM	0	0	0	0	0	16	0	16	0	32	44	79	0	0	123	0	43	26	0	69	224
Total	0	0	1	0	1	61	0	74	0	135	178	349	2	0	529	1	212	91	0	304	969
05:00 PM	0	0	1	0	1	15	1	23	0	39	53	100	0	0	153	0	48	23	0	71	264
05:15 PM	0	0	0	0	0	11	0	28	0	39	59	97	0	0	156	0	42	36	0	78	273
05:30 PM	0	0	0	0	0	12	0	31	0	43	54	100	1	0	155	2	48	31	0	81	279
05:45 PM	0	0	0	0	0	17	0	22	0	39	46	91	0	0	137	0	52	28	0	80	256
Total	0	0	1	0	1	55	1	104	0	160	212	388	1	0	601	2	190	118	0	310	1072
Grand Total	0	0	2	0	2	116	1	178	0	295	390	737	3	0	1130	3	402	209	0	614	2041
Apprch %	0	0	100	0		39.3	0.3	60.3	0		34.5	65.2	0.3	0		0.5	65.5	34	0		
Total %	0	0	0.1	0	0.1	5.7	0	8.7	0	14.5	19.1	36.1	0.1	0	55.4	0.1	19.7	10.2	0	30.1	

Start Time	SAXON BLVD Northbound					SAXON BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
05:00 PM	0	0	1	0	1	15	1	23	0	39	53	100	0	0	153	0	48	23	0	71	264
05:15 PM	0	0	0	0	0	11	0	28	0	39	59	97	0	0	156	0	42	36	0	78	273
05:30 PM	0	0	0	0	0	12	0	31	0	43	54	100	1	0	155	2	48	31	0	81	279
05:45 PM	0	0	0	0	0	17	0	22	0	39	46	91	0	0	137	0	52	28	0	80	256
Total Volume	0	0	1	0	1	55	1	104	0	160	212	388	1	0	601	2	190	118	0	310	1072
% App. Total	0	0	100	0		34.4	0.6	65	0		35.3	64.6	0.2	0		0.6	61.3	38.1	0		
PHF	.000	.000	.250	.000	.250	.809	.250	.839	.000	.930	.898	.970	.250	.000	.963	.250	.913	.819	.000	.957	.961

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:	04:00 PM					05:00 PM					05:00 PM					05:00 PM				
+0 mins.	0	0	1	0	1	15	1	23	0	39	53	100	0	0	153	0	48	23	0	71
+15 mins.	0	0	0	0	0	11	0	28	0	39	59	97	0	0	156	0	42	36	0	78
+30 mins.	0	0	0	0	0	12	0	31	0	43	54	100	1	0	155	2	48	31	0	81
+45 mins.	0	0	0	0	0	17	0	22	0	39	46	91	0	0	137	0	52	28	0	80
Total Volume	0	0	1	0	1	55	1	104	0	160	212	388	1	0	601	2	190	118	0	310
% App. Total	0	0	100	0		34.4	0.6	65	0		35.3	64.6	0.2	0		0.6	61.3	38.1	0	
PHF	.000	.000	.250	.000	.250	.809	.250	.839	.000	.930	.898	.970	.250	.000	.963	.250	.913	.819	.000	.957

Groups Printed- Heavy Trucks

Start Time	SAXON BLVD Northbound					SAXON BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	1	0	0	1	6
04:15 PM	0	0	0	0	0	0	0	1	0	1	0	2	0	0	2	0	2	1	0	3	6
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	3
*** BREAK ***																					
Total	0	0	0	0	0	0	0	1	0	1	0	9	0	0	9	0	3	2	0	5	15
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
*** BREAK ***																					
05:45 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	1	2
Total	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	0	2	0	0	2	4
Grand Total	0	0	0	0	0	0	0	2	0	2	0	10	0	0	10	0	5	2	0	7	19
Apprch %	0	0	0	0		0	0	100	0		0	100	0	0		0	71.4	28.6	0		
Total %	0	0	0	0		0	0	10.5	0	10.5	0	52.6	0	0	52.6	0	26.3	10.5	0	36.8	

Start Time	SAXON BLVD Northbound					SAXON BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	1	0	0	1	6
04:15 PM	0	0	0	0	0	0	0	1	0	1	0	2	0	0	2	0	2	1	0	3	6
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	3
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	1	0	1	0	9	0	0	9	0	3	2	0	5	15
% App. Total	0	0	0	0		0	0	100	0		0	100	0	0		0	60	40	0		
PHF	.000	.000	.000	.000	.000	.000	.000	.250	.000	.250	.000	.450	.000	.000	.450	.000	.375	.500	.000	.417	.625

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	04:00 PM					04:00 PM					04:00 PM					04:00 PM					
+0 mins.	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	0	1	0	0	1	
+15 mins.	0	0	0	0	0	0	0	1	0	1	0	2	0	0	2	0	2	1	0	3	
+30 mins.	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	
+45 mins.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Volume	0	0	0	0	0	0	0	1	0	1	0	9	0	0	9	0	3	2	0	5	
% App. Total	0	0	0	0		0	0	100	0		0	100	0	0		0	60	40	0		
PHF	.00	.00	.00	.00	.000	.00	.00	.25	.00	.250	.00	.45	.00	.00	.450	.00	.37	.50	.00	.417	

Groups Printed- All Vehicles

Start Time	COURTLAND BLVD Northbound					COURTLAND BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	8	9	5	0	22	5	9	33	0	47	38	36	15	0	89	8	51	18	0	77	235
04:15 PM	8	7	0	1	16	5	12	23	2	42	44	48	9	0	101	1	48	22	0	71	230
04:30 PM	4	8	2	0	14	13	10	19	0	42	45	50	3	0	98	4	76	19	0	99	253
04:45 PM	14	15	0	2	31	10	8	20	0	38	53	34	7	0	94	7	54	26	2	89	252
Total	34	39	7	3	83	33	39	95	2	169	180	168	34	0	382	20	229	85	2	336	970
05:00 PM	8	12	4	0	24	7	15	13	0	35	62	34	6	0	102	3	59	38	0	100	261
05:15 PM	12	18	5	0	35	16	5	25	0	46	68	32	14	0	114	7	56	32	0	95	290
05:30 PM	10	16	1	3	30	9	10	32	2	53	67	26	12	0	105	6	50	31	0	87	275
05:45 PM	14	14	6	0	34	9	13	23	0	45	53	29	13	0	95	9	57	23	0	89	263
Total	44	60	16	3	123	41	43	93	2	179	250	121	45	0	416	25	222	124	0	371	1089
Grand Total	78	99	23	6	206	74	82	188	4	348	430	289	79	0	798	45	451	209	2	707	2059
Apprch %	37.9	48.1	11.2	2.9		21.3	23.6	54	1.1		53.9	36.2	9.9	0		6.4	63.8	29.6	0.3		
Total %	3.8	4.8	1.1	0.3	10	3.6	4	9.1	0.2	16.9	20.9	14	3.8	0	38.8	2.2	21.9	10.2	0.1	34.3	

Start Time	COURTLAND BLVD Northbound					COURTLAND BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	8	12	4	0	24	7	15	13	0	35	62	34	6	0	102	3	59	38	0	100	261
05:15 PM	12	18	5	0	35	16	5	25	0	46	68	32	14	0	114	7	56	32	0	95	290
05:30 PM	10	16	1	3	30	9	10	32	2	53	67	26	12	0	105	6	50	31	0	87	275
05:45 PM	14	14	6	0	34	9	13	23	0	45	53	29	13	0	95	9	57	23	0	89	263
Total Volume	44	60	16	3	123	41	43	93	2	179	250	121	45	0	416	25	222	124	0	371	1089
% App. Total	35.8	48.8	13	2.4		22.9	24	52	1.1		60.1	29.1	10.8	0		6.7	59.8	33.4	0		
PHF	.786	.833	.667	.250	.879	.641	.717	.727	.250	.844	.919	.890	.804	.000	.912	.694	.941	.816	.000	.928	.939

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	05:00 PM					05:00 PM					05:00 PM					04:30 PM				
+0 mins.	8	12	4	0	24	7	15	13	0	35	62	34	6	0	102	4	76	19	0	99
+15 mins.	12	18	5	0	35	16	5	25	0	46	68	32	14	0	114	7	54	26	2	89
+30 mins.	10	16	1	3	30	9	10	32	2	53	67	26	12	0	105	3	59	38	0	100
+45 mins.	14	14	6	0	34	9	13	23	0	45	53	29	13	0	95	7	56	32	0	95
Total Volume	44	60	16	3	123	41	43	93	2	179	250	121	45	0	416	21	245	115	2	383
% App. Total	35.8	48.8	13	2.4		22.9	24	52	1.1		60.1	29.1	10.8	0		5.5	64	30	0.5	
PHF	.786	.833	.667	.250	.879	.641	.717	.727	.250	.844	.919	.890	.804	.000	.912	.750	.800	.750	.250	.958
	6	3	7	0		1	7	7	0		9	0	4	0		0	6	7	0	

Groups Printed- Heavy Trucks

Start Time	COURTLAND BLVD Northbound					COURTLAND BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	2	1	0	3	0	4	0	0	4	0	2	0	0	2	9
04:15 PM	0	0	0	1	1	0	0	1	2	3	0	2	0	0	2	0	0	0	0	0	6
04:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	1	2
04:45 PM	0	0	0	2	2	0	0	0	0	0	0	1	0	0	1	0	0	0	2	2	5
Total	0	0	0	3	3	0	2	2	2	6	1	7	0	0	8	0	3	0	2	5	22
05:00 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
05:30 PM	0	0	0	3	3	0	0	0	1	1	0	0	0	0	0	0	1	0	0	1	5
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Total	0	0	0	3	3	0	0	1	1	2	0	1	0	0	1	0	2	0	0	2	8
Grand Total	0	0	0	6	6	0	2	3	3	8	1	8	0	0	9	0	5	0	2	7	30
Apprch %	0	0	0	100		0	25	37.5	37.5		11.1	88.9	0	0		0	71.4	0	28.6		
Total %	0	0	0	20	20	0	6.7	10	10	26.7	3.3	26.7	0	0	30	0	16.7	0	6.7	23.3	

Start Time	COURTLAND BLVD Northbound					COURTLAND BLVD Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	2	1	0	3	0	4	0	0	4	0	2	0	0	2	9
04:15 PM	0	0	0	1	1	0	0	1	2	3	0	2	0	0	2	0	0	0	0	0	6
04:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	1	2
04:45 PM	0	0	0	2	2	0	0	0	0	0	0	1	0	0	1	0	0	0	2	2	5
Total Volume	0	0	0	3	3	0	2	2	2	6	1	7	0	0	8	0	3	0	2	5	22
% App. Total	0	0	0	100		0	33.3	33.3	33.3		12.5	87.5	0	0		0	60	0	40		
PHF	.000	.000	.000	.375	.375	.000	.250	.500	.250	.500	.250	.438	.000	.000	.500	.000	.375	.000	.250	.625	.611

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 04:00 PM

+0 mins.	04:45 PM					04:00 PM					04:00 PM					04:00 PM					
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
+0 mins.	0	0	0	2	2	0	2	1	0	3	0	4	0	0	4	0	2	0	0	2	9
+15 mins.	0	0	0	0	0	0	0	1	2	3	0	2	0	0	2	0	0	0	0	0	6
+30 mins.	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	1	2
+45 mins.	0	0	0	3	3	0	0	0	0	0	0	1	0	0	1	0	0	0	2	2	5
Total Volume	0	0	0	5	5	0	2	2	2	6	1	7	0	0	8	0	3	0	2	5	22
% App. Total	0	0	0	100		0	33.3	33.3	33.3		12.5	87.5	0	0		0	60	0	40		
PHF	.00	.00	.00	.41	.417	.00	.25	.50	.25	.500	.25	.43	.00	.00	.500	.00	.37	.00	.25	.625	
	0	0	0	7		0	0	0	0		0	8	0	0		0	5	0	0		

Groups Printed- All Vehicles

Start Time	SR 415 Northbound					SR 415 Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
04:00 PM	49	138	0	0	187	2	97	18	0	117	29	0	34	0	63	0	0	0	0	0	367
04:15 PM	49	151	0	0	200	2	99	23	0	124	24	0	37	0	61	0	0	0	0	0	385
04:30 PM	63	182	0	0	245	0	108	30	0	138	20	0	46	0	66	0	0	0	0	0	449
04:45 PM	62	174	0	0	236	1	83	23	0	107	19	0	29	0	48	0	0	0	0	0	391
Total	223	645	0	0	868	5	387	94	0	486	92	0	146	0	238	0	0	0	0	0	1592
05:00 PM	79	184	0	0	263	1	113	15	0	129	23	0	29	0	52	0	0	0	0	0	444
05:15 PM	69	198	0	0	267	4	109	18	0	131	19	0	31	0	50	0	0	0	0	0	448
05:30 PM	66	200	0	0	266	2	116	17	0	135	10	0	34	1	45	0	0	0	0	0	446
05:45 PM	82	223	0	0	305	2	79	17	0	98	14	0	27	0	41	0	0	0	0	0	444
Total	296	805	0	0	1101	9	417	67	0	493	66	0	121	1	188	0	0	0	0	0	1782
Grand Total	519	1450	0	0	1969	14	804	161	0	979	158	0	267	1	426	0	0	0	0	0	3374
Apprch %	26.4	73.6	0	0		1.4	82.1	16.4	0		37.1	0	62.7	0.2		0	0	0	0	0	
Total %	15.4	43	0	0	58.4	0.4	23.8	4.8	0	29	4.7	0	7.9	0	12.6	0	0	0	0	0	

Start Time	SR 415 Northbound					SR 415 Southbound					DOYLE RD Eastbound					DOYLE RD Westbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	79	184	0	0	263	1	113	15	0	129	23	0	29	0	52	0	0	0	0	0	444
05:15 PM	69	198	0	0	267	4	109	18	0	131	19	0	31	0	50	0	0	0	0	0	448
05:30 PM	66	200	0	0	266	2	116	17	0	135	10	0	34	1	45	0	0	0	0	0	446
05:45 PM	82	223	0	0	305	2	79	17	0	98	14	0	27	0	41	0	0	0	0	0	444
Total Volume	296	805	0	0	1101	9	417	67	0	493	66	0	121	1	188	0	0	0	0	0	1782
% App. Total	26.9	73.1	0	0		1.8	84.6	13.6	0		35.1	0	64.4	0.5		0	0	0	0	0	
PHF	.902	.902	.000	.000	.902	.563	.899	.931	.000	.913	.717	.000	.890	.250	.904	.000	.000	.000	.000	.000	.994

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

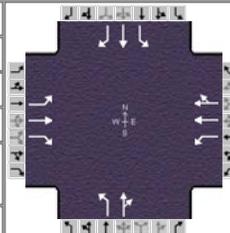
Peak Hour for Each Approach Begins at:

	05:00 PM					04:30 PM					04:00 PM					04:00 PM					
+0 mins.	79	184	0	0	263	0	108	30	0	138	29	0	34	0	63	0	0	0	0	0	0
+15 mins.	69	198	0	0	267	1	83	23	0	107	24	0	37	0	61	0	0	0	0	0	0
+30 mins.	66	200	0	0	266	1	113	15	0	129	20	0	46	0	66	0	0	0	0	0	0
+45 mins.	82	223	0	0	305	4	109	18	0	131	19	0	29	0	48	0	0	0	0	0	0
Total Volume	296	805	0	0	1101	6	413	86	0	505	92	0	146	0	238	0	0	0	0	0	0
% App. Total	26.	73.	0	0		1.2	81.	17	0		38.	0	61.	0		0	0	0	0	0	
	9	1					8				7		3								
PHF	.90	.90	.00	.00	.902	.37	.91	.71	.00	.915	.79	.00	.79	.00	.902	.00	.00	.00	.00	.00	.000
	2	2	0	0		5	4	7	0		3	0	3	0		0	0	0	0	0	

EXISTING CONDITIONS HCS PRINTOUTS

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency		Analysis Date	Nov 2, 2015	Duration, h	1.00
Analyst		Time Period	5pm-6pm	Area Type	Other
Jurisdiction		Analysis Year	2015 Existing Condition	PHF	1.00
Intersection	Providence Blvd			Analysis Period	1 > 7:00
File Name	Doyle at Providence Existing.xus				
Project Description	Existing Condition PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	638	827	243	23	253	74	102	221	40	47	115	226

Signal Information				Signal Timing (s)										
Cycle, s	91.5	Reference Phase	2											
Offset, s	0	Reference Point	Begin	Green	2.2	5.8	27.2	3.5	2.3	15.6				
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.5	4.5	4.5	4.0	0.0	4.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.5	2.5	2.5	3.0	0.0	3.0				

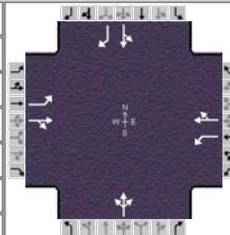
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	22.0	47.0	9.2	34.2	12.8	24.8	10.5	22.6
Change Period, (Y+R _c), s	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Max Allow Headway (MAH), s	3.0	3.0	3.0	3.0	3.2	3.2	3.1	3.2
Queue Clearance Time (g _s), s	17.0	42.0	2.8	8.6	6.1	14.4	4.0	14.5
Green Extension Time (g _e), s	0.0	0.0	0.0	2.9	0.1	1.0	0.1	1.0
Phase Call Probability	1.00	1.00	0.44	1.00	0.93	1.00	0.70	1.00
Max Out Probability	1.00	1.00	0.00	0.00	0.00	0.02	0.00	0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	638	827	243	23	168	159	102	261		47	115	226
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1881	1586	1810	1900	1710	1774	1809		1774	1863	1596
Queue Service Time (g _s), s	15.0	40.0	9.3	0.8	6.3	6.6	4.1	12.4		2.0	5.0	12.5
Cycle Queue Clearance Time (g _c), s	15.0	40.0	9.3	0.8	6.3	6.6	4.1	12.4		2.0	5.0	12.5
Capacity (c), veh/h	616	822	693	134	565	508	310	353		212	317	271
Volume-to-Capacity Ratio (X)	1.035	1.006	0.351	0.171	0.298	0.312	0.329	0.740		0.221	0.363	0.833
Available Capacity (c _a), veh/h	616	822	693	387	830	747	489	494		629	509	436
Back of Queue (Q), veh/ln (50th percentile)	24.9	31.4	3.1	0.3	2.7	2.5	1.7	5.6		0.8	2.2	5.0
Overflow Queue (Q ₃), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Queue Storage Ratio (RQ) (50th percentile)	1.04	0.47	0.39	0.07	0.04	0.04	0.44	0.09		0.21	0.04	1.25
Uniform Delay (d ₁), s/veh	17.9	25.8	17.1	25.0	24.8	24.9	27.1	34.7		30.1	33.6	36.7
Incremental Delay (d ₂), s/veh	112.1	68.8	0.1	0.2	0.1	0.1	0.2	1.9		0.2	0.3	3.7
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	130.0	94.6	17.3	25.2	24.9	25.0	27.3	36.6		30.3	33.9	40.5
Level of Service (LOS)	F	F	B	C	C	C	C	D		C	C	D
Approach Delay, s/veh / LOS	96.8		F	25.0		C	34.0		C	37.3		D
Intersection Delay, s/veh / LOS	71.5						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.3	B	2.4	B	2.4	B	2.8	C
Bicycle LOS Score / LOS	3.3	C	0.8	A	1.1	A	1.1	A

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency		Duration, h	1.00			
Analyst		Analysis Date	Nov 2, 2015		Area Type	Other
Jurisdiction		Time Period	5pm-6pm		PHF	1.00
Intersection	Saxon Blvd	Analysis Year	2015		Analysis Period	1 > 7:00
File Name	Doyle at Saxon Existing.xus					
Project Description	Existing PM Peak Hour					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	212	388	1	2	190	118	0	0	1	55	1	104

Signal Information													
Cycle, s	48.4	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	Yes	Simult. Gap E/W	On										
Force Mode	Fixed	Simult. Gap N/S	On										
				Green	5.2	17.0	6.2	0.0	0.0	0.0			
				Yellow	4.5	4.5	4.5	0.0	0.0	0.0			
				Red	2.0	2.0	2.5	0.0	0.0	0.0			

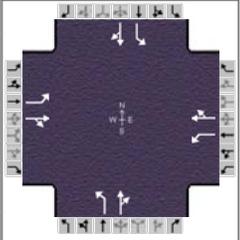
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6		8		4
Case Number	1.0	4.0		6.3		8.0		7.0
Phase Duration, s	11.7	35.2		23.5		13.2		13.2
Change Period, (Y+R _c), s	6.5	6.5		6.5		7.0		7.0
Max Allow Headway (MAH), s	3.1	3.0		3.0		3.2		3.2
Queue Clearance Time (g _s), s	5.2	7.1		8.7		2.0		5.0
Green Extension Time (g _e), s	0.3	1.3		1.3		0.3		0.2
Phase Call Probability	0.94	1.00		1.00		0.88		0.88
Max Out Probability	0.00	0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	212	389		2	308			0			56	104
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1880		1010	1760			0			1448	1579
Queue Service Time (g _s), s	3.2	5.1		0.1	6.7			0.0			1.7	3.0
Cycle Queue Clearance Time (g _c), s	3.2	5.1		0.1	6.7			0.0			1.7	3.0
Capacity (c), veh/h	575	1114		504	619						333	202
Volume-to-Capacity Ratio (X)	0.369	0.349		0.004	0.498			0.000			0.168	0.514
Available Capacity (c _a), veh/h	943	1750		1089	1638						746	653
Back of Queue (Q), veh/ln (50th percentile)	0.8	1.1		0.0	2.0						0.5	1.0
Overflow Queue (Q ₃), veh/ln	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Queue Storage Ratio (RQ) (50th percentile)	0.06	0.02		0.00	0.03			0.00			0.01	0.06
Uniform Delay (d ₁), s/veh	7.8	5.1		10.2	12.3						19.1	19.7
Incremental Delay (d ₂), s/veh	0.1	0.1		0.0	0.2			0.0			0.1	0.8
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Control Delay (d), s/veh	8.0	5.1		10.2	12.6						19.2	20.4
Level of Service (LOS)	A	A		B	B						B	C
Approach Delay, s/veh / LOS	6.1		A	12.5		B	18.4		B	20.0		B
Intersection Delay, s/veh / LOS	10.1						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.0	B	2.3	B	2.3	B	2.3	B
Bicycle LOS Score / LOS	1.5	A	1.0	A	0.5	A	0.8	A

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency		Duration, h	1.00			
Analyst		Analysis Date	Nov 2, 2015		Area Type	Other
Jurisdiction		Time Period	5pm-6pm		PHF	1.00
Intersection	Courtland Blvd	Analysis Year	2015		Analysis Period	1 > 7:00
File Name	Doyle at Courtland Existing.xus					
Project Description	PM Peak Hour Existing					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	250	121	45	25	222	124	44	60	16	41	43	93

Signal Information																		
Cycle, s	46.6	Reference Phase	2															
Offset, s	0	Reference Point	End	Green	6.3	12.0	7.3	0.0	0.0	0.0								
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0								
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.5	2.5	3.0	0.0	0.0	0.0								

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6		2		4		8
Case Number	1.0	4.0		6.3		6.0		6.0
Phase Duration, s	13.3	32.3		19.0		14.3		14.3
Change Period, (Y+R _c), s	7.0	7.0		7.0		7.0		7.0
Max Allow Headway (MAH), s	3.1	3.1		3.1		3.2		3.2
Queue Clearance Time (g _s), s	6.2	4.2		10.4		7.0		5.4
Green Extension Time (g _e), s	0.3	1.0		1.0		0.5		0.5
Phase Call Probability	0.96	1.00		1.00		0.98		0.98
Max Out Probability	0.01	0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	250	166		25	346		44	76		41	136	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1794		1239	1767		1273	1831		1344	1692	
Queue Service Time (g _s), s	4.2	2.2		0.7	8.4		1.5	1.7		1.3	3.4	
Cycle Queue Clearance Time (g _c), s	4.2	2.2		0.7	8.4		5.0	1.7		3.0	3.4	
Capacity (c), veh/h	479	972		473	455		261	289		317	267	
Volume-to-Capacity Ratio (X)	0.522	0.171		0.053	0.760		0.169	0.263		0.129	0.510	
Available Capacity (c _a), veh/h	817	1154		952	1137		743	982		826	907	
Back of Queue (Q), veh/ln (50th percentile)	1.2	0.5		0.2	2.8		0.4	0.6		0.3	1.2	
Overflow Queue (Q ₃), veh/ln	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	10.2	5.4		13.1	16.0		20.3	17.3		18.6	18.0	
Incremental Delay (d ₂), s/veh	0.3	0.0		0.0	1.0		0.1	0.2		0.1	0.6	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	10.5	5.4		13.1	17.0		20.4	17.4		18.7	18.6	
Level of Service (LOS)	B	A		B	B		C	B		B	B	
Approach Delay, s/veh / LOS	8.5	A		16.7	B		18.5	B		18.6	B	
Intersection Delay, s/veh / LOS	14.1						B					

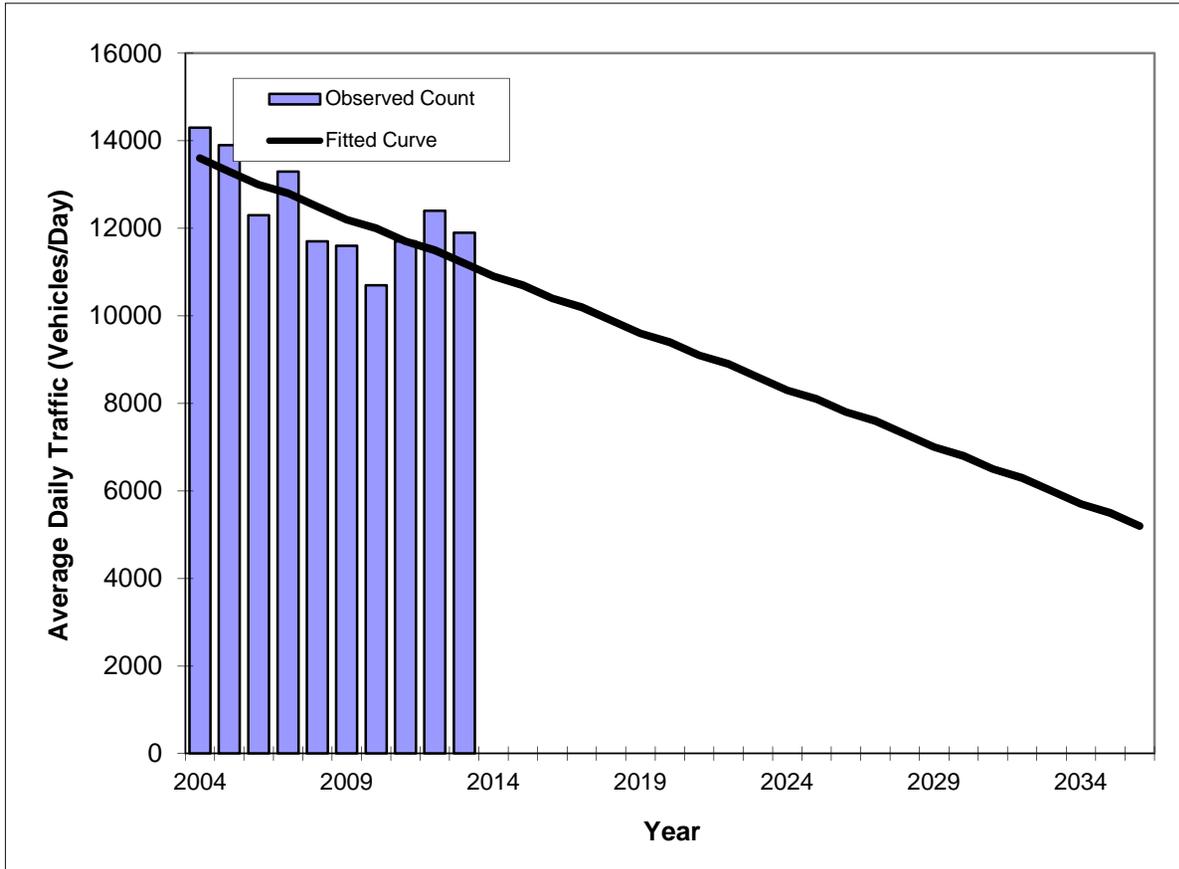
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.2	B	2.3	B	2.3	B	2.3	B
Bicycle LOS Score / LOS	1.2	A	1.1	A	0.7	A	0.8	A

HISTORICAL TRENDS SPREADSHEETS

TRAFFIC TRENDS

Doyle Rd -- Providence Blvd

County:	Volusia
Station #:	485
Highway:	Doyle Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2004	14300	13600
2005	13900	13300
2006	12300	13000
2007	13300	12800
2008	11700	12500
2009	11600	12200
2010	10700	12000
2011	11700	11700
2012	12400	11500
2013	11900	11200
2014 Opening Year Trend		
2014	N/A	10900
2015 Mid-Year Trend		
2015	N/A	10700
2016 Design Year Trend		
2016	N/A	10400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:** -261
Trend R-squared: 49.0%
Trend Annual Historic Growth Rate: -1.96%
Trend Growth Rate (2013 to Design Year): -2.38%
Printed: 11-Nov-15

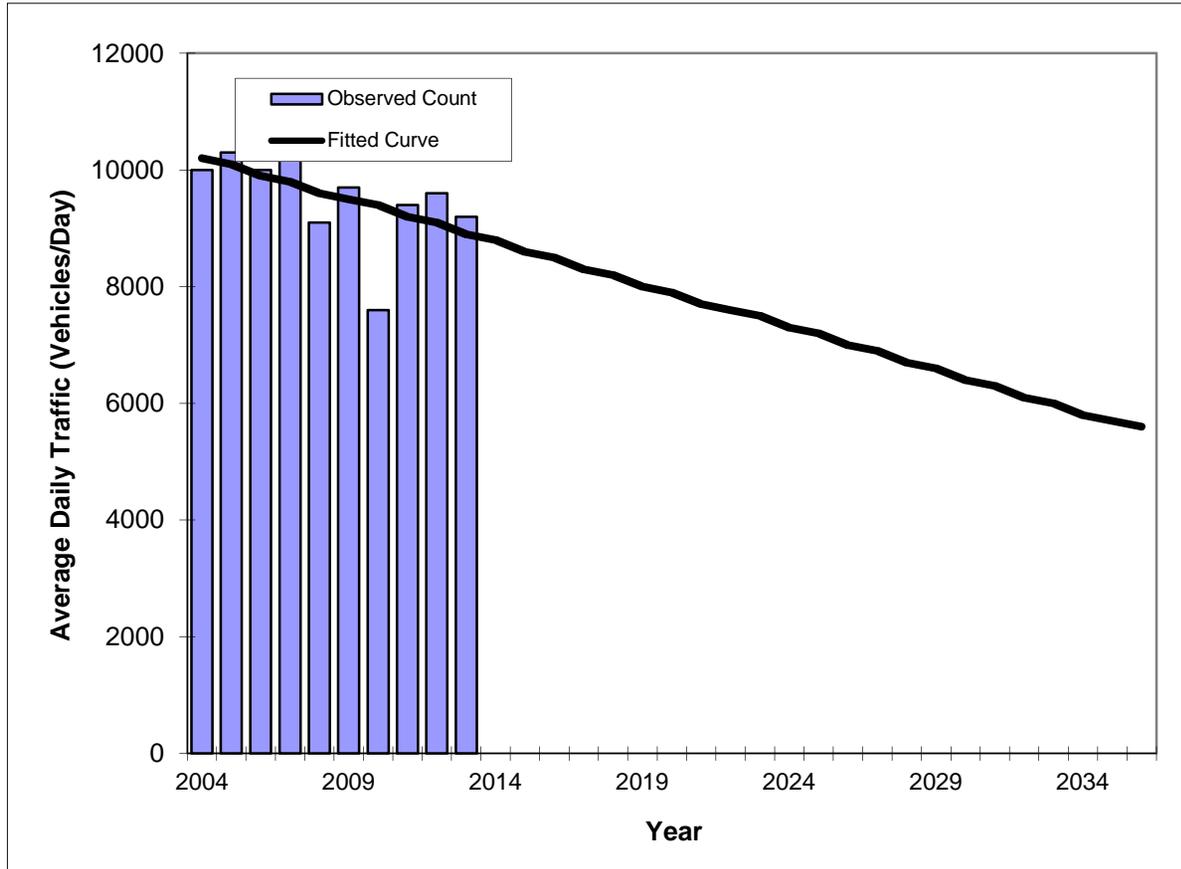
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Doyle Rd -- Saxon Blvd

County:	Volusia
Station #:	530
Highway:	Doyle Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2004	10000	10200
2005	10300	10100
2006	10000	9900
2007	10800	9800
2008	9100	9600
2009	9700	9500
2010	7600	9400
2011	9400	9200
2012	9600	9100
2013	9200	8900
2014 Opening Year Trend		
2014	N/A	8800
2015 Mid-Year Trend		
2015	N/A	8600
2016 Design Year Trend		
2016	N/A	8500
TRANPLAN Forecasts/Trends		

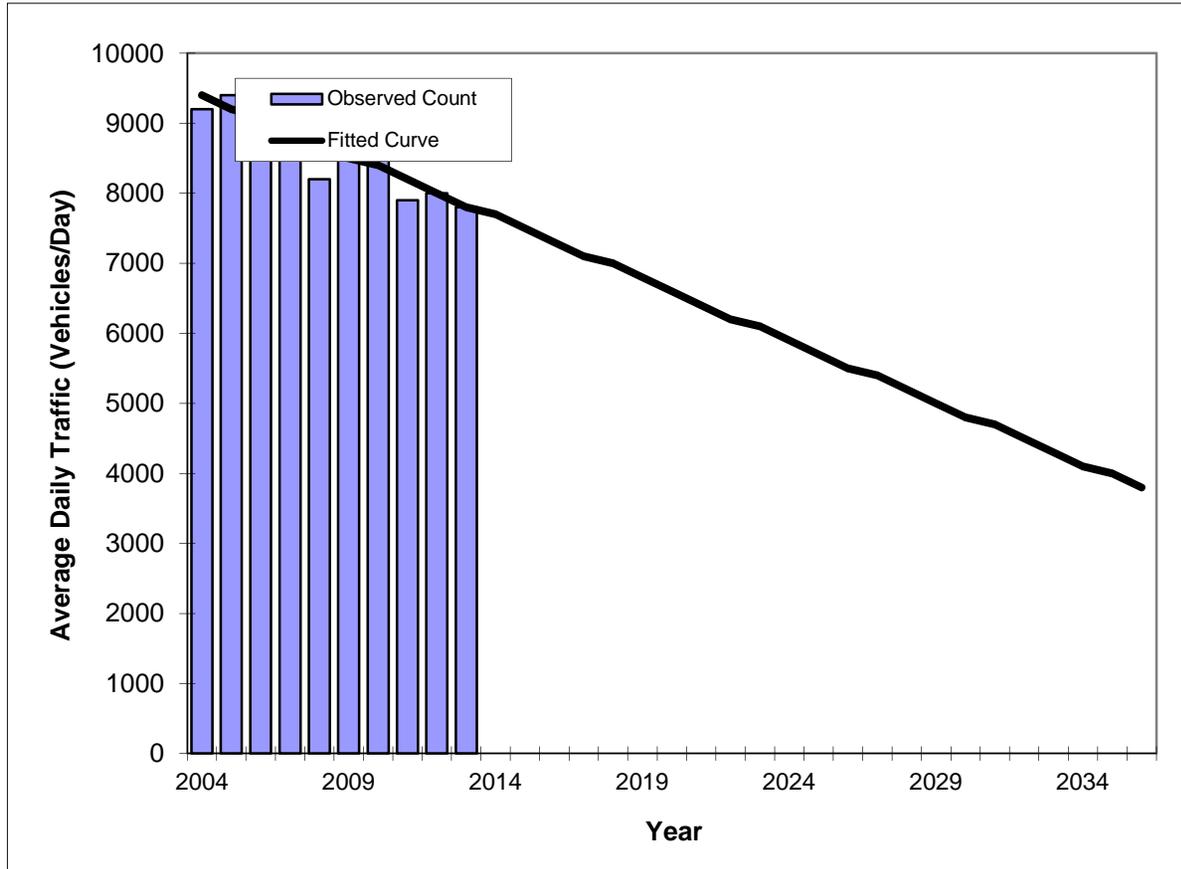
** Annual Trend Increase: -146
 Trend R-squared: 26.3%
 Trend Annual Historic Growth Rate: -1.42%
 Trend Growth Rate (2013 to Design Year): -1.50%
 Printed: 11-Nov-15
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Doyle Rd -- Courtland Blvd

County:	Volusia
Station #:	531
Highway:	Doyle Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2004	9200	9400
2005	9400	9200
2006	9200	9100
2007	9000	8900
2008	8200	8700
2009	8900	8500
2010	8700	8400
2011	7900	8200
2012	8000	8000
2013	7800	7800
2014 Opening Year Trend		
2014	N/A	7700
2015 Mid-Year Trend		
2015	N/A	7500
2016 Design Year Trend		
2016	N/A	7300
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:** -176
Trend R-squared: 78.7%
Trend Annual Historic Growth Rate: -1.89%
Trend Growth Rate (2013 to Design Year): -2.14%
Printed: 11-Nov-15

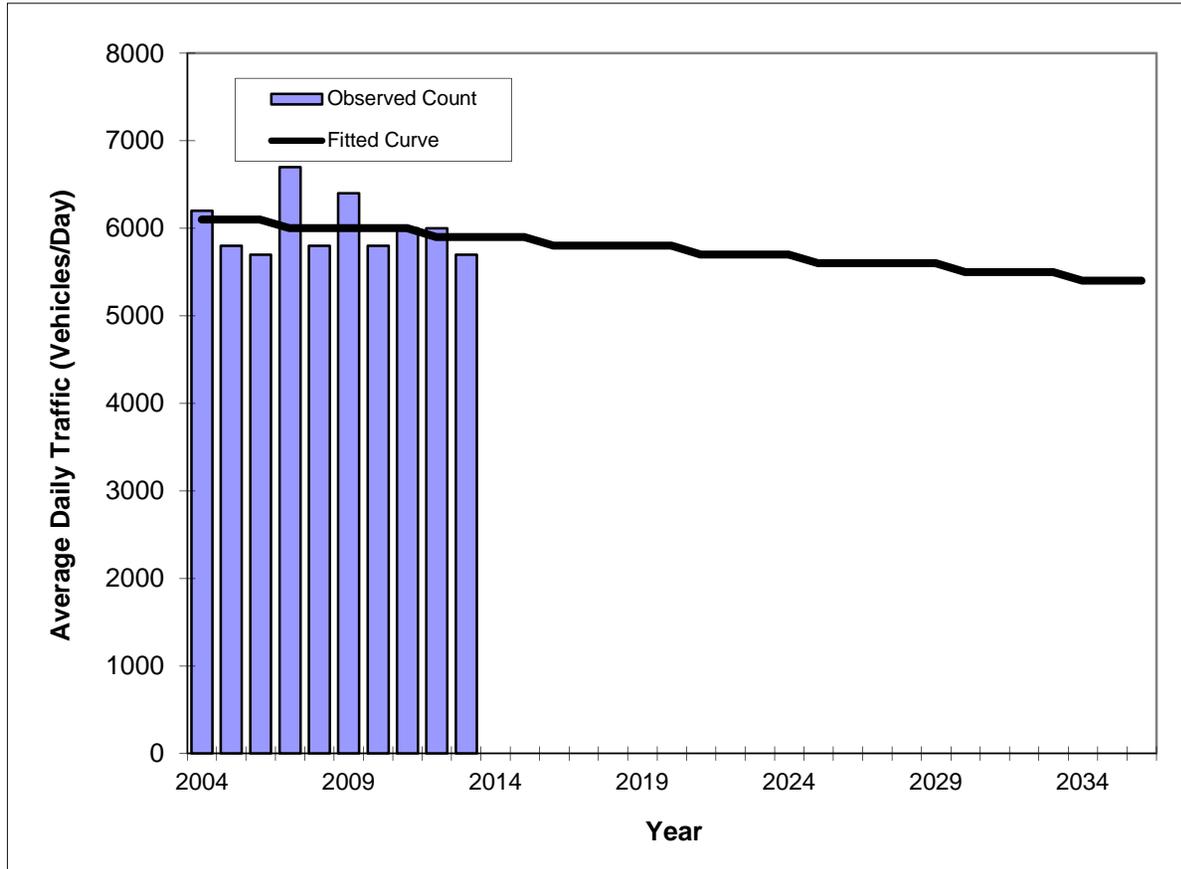
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Doyle Rd -- SR 415

County:	Volusia
Station #:	533
Highway:	Doyle Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2004	6200	6100
2005	5800	6100
2006	5700	6100
2007	6700	6000
2008	5800	6000
2009	6400	6000
2010	5800	6000
2011	6000	6000
2012	6000	5900
2013	5700	5900
2014 Opening Year Trend		
2014	N/A	5900
2015 Mid-Year Trend		
2015	N/A	5900
2016 Design Year Trend		
2016	N/A	5800
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: -22
 Trend R-squared: 4.2%
 Trend Annual Historic Growth Rate: -0.36%
 Trend Growth Rate (2013 to Design Year): -0.56%
 Printed: 11-Nov-15
Straight Line Growth Option

*Axle-Adjusted

TURNING MOVEMENT WORKSHEETS

Turning Movement Worksheet - PM Peak Hour

State Road 415 at Doyle Road

	SR 415			SR 415			Doyle Road			Doyle Road		
	Northbound			Southbound			Eastbound			Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing												
Existing Volume	296	805	0	9	417	67	66	0	121	0	0	0
Count year	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
Pk Season Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adjust Exist Volume	296	805	0	9	417	67	66	0	121	0	0	0
Future Background												
Vested Trips	0	0	0	0	0	0	0	0	0	0	0	0
Growth (%)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth (year)	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017
Growth (volume)	6	16	0	0	8	1	1	0	2	0	0	0
Applied Growth	6	16	0	0	8	1	1	0	2	0	0	0
Volume	302	821	0	9	425	68	67	0	123	0	0	0
New External Project Trips												
% In	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume In	54	0	0	0	0	86	0	0	0	0	0	0
% Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume Out	0	0	0	0	0	0	49	0	30	0	0	0
Total Volume	54	0	0	0	0	86	49	0	30	0	0	0
Total												
Total	356	821	0	9	425	154	116	0	153	0	0	0

Turning Movement Worksheet - PM Peak Hour

Courtland Blvd at Doyle Road

	Courtland Blvd			Courtlnad Blvd			Doyle Road			Doyle Road		
	Northbound			Southbound			Eastbound			Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing												
Existing Volume	44	60	16	41	43	93	250	121	45	25	222	124
Count year	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
Pk Season Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adjust Exist Volume	44	60	16	41	43	93	250	121	45	25	222	124
Future Background												
Vested Trips	0	0	0	0	0	0	0	0	0	0	0	0
Growth (%)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth (year)	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017
Growth (volume)	1	1	0	1	1	2	5	2	1	1	4	2
Applied Growth	1	1	0	1	1	2	5	2	1	1	4	2
Volume	45	61	16	42	44	95	255	123	46	26	226	126
New External Project Trips												
% In	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume In	0	0	0	11	0	0	0	65	0	0	0	0
% Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume Out	0	0	0	0	0	0	0	0	0	0	37	6
Total Volume	0	0	0	11	0	0	0	65	0	0	37	6
Total												
Total	45	61	16	53	44	95	255	188	46	26	263	132

Turning Movement Worksheet - PM Peak Hour

Saxon Blvd at Doyle Road

	Saxon Blvd			Saxon Blvd			Doyle Road			Doyle Road		
	Northbound			Southbound			Eastbound			Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing												
Existing Volume	0	0	1	55	1	104	212	388	1	2	190	118
Count year	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
Pk Season Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adjust Exist Volume	0	0	1	55	1	104	212	388	1	2	190	118
Future Background												
Vested Trips	0	0	0	0	0	0	0	0	0	0	0	0
Growth (%)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth (year)	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017
Growth (volume)	0	0	0	1	0	2	4	8	0	0	4	2
Applied Growth	0	0	0	1	0	2	4	8	0	0	4	2
Volume	0	0	1	56	1	106	216	396	1	2	194	120
New External Project Trips												
% In	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume In	0	0	0	11	0	0	0	54	0	0	0	0
% Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume Out	0	0	0	0	0	0	0	0	0	0	31	6
Total Volume	0	0	0	11	0	0	0	54	0	0	31	6
Total												
Total	0	0	1	67	1	106	216	450	1	2	225	126

Turning Movement Worksheet - PM Peak Hour

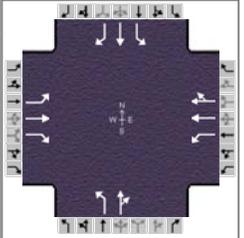
Providence Blvd at Doyle Road

	Providence Blvd			Providence blvd			Doyle Road			Doyle Road		
	Northbound			Southbound			Eastbound			Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing												
Existing Volume	102	221	40	47	115	226	638	827	243	23	253	74
Count year	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
Pk Season Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adjust Exist Volume	102	221	40	47	115	226	638	827	243	23	253	74
Future Background												
Vested Trips	0	0	0	0	0	0	0	0	0	0	0	0
Growth (%)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth (year)	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017
Growth (volume)	2	4	1	1	2	5	13	17	5	0	5	1
Applied Growth	2	4	1	1	2	5	13	17	5	0	5	1
Volume	104	225	41	48	117	231	651	844	248	23	258	75
New External Project Trips												
% In	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume In	0	0	0	4	0	0	0	50	0	0	0	0
% Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Volume Out	0	0	0	0	0	0	0	0	0	0	29	2
Total Volume	0	0	0	4	0	0	0	50	0	0	29	2
Total												
Total	104	225	41	52	117	231	651	894	248	23	287	77

FUTURE CONDITIONS HCS PRINTOUTS

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency		Analysis Date	Nov 2, 2015	Duration, h	1.00
Analyst		Time Period	5pm-6pm	Area Type	Other
Jurisdiction		Analysis Year	2015 Existing Condition	PHF	1.00
Intersection	Providence Blvd			Analysis Period	1 > 7:00
File Name	Doyle at Providence Future.xus				
Project Description	Future Condition PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	651	904	248	23	287	77	104	225	41	52	117	231

Signal Information														
Cycle, s	92.0	Reference Phase	2											
Offset, s	0	Reference Point	Begin											
Uncoordinated	Yes	Simult. Gap E/W	On	Green	2.2	5.8	27.2	3.7	2.2	15.9				
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.5	4.0	0.0	4.0				
				Red	2.5	2.5	2.5	3.0	0.0	3.0				

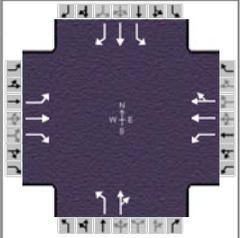
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	22.0	47.0	9.2	34.2	12.9	25.1	10.7	22.9
Change Period, (Y+R _c), s	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Max Allow Headway (MAH), s	3.0	3.0	3.0	3.0	3.2	3.2	3.1	3.2
Queue Clearance Time (g _s), s	17.0	42.0	2.8	9.4	6.2	14.7	4.2	14.9
Green Extension Time (g _e), s	0.0	0.0	0.0	3.3	0.1	1.0	0.1	1.0
Phase Call Probability	1.00	1.00	0.44	1.00	0.93	1.00	0.74	1.00
Max Out Probability	1.00	1.00	0.00	0.00	0.00	0.03	0.00	0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	651	904	248	23	188	176	104	266		52	117	231
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1881	1586	1810	1900	1721	1774	1809		1774	1863	1596
Queue Service Time (g _s), s	15.0	40.0	9.6	0.8	7.1	7.4	4.2	12.7		2.2	5.1	12.9
Cycle Queue Clearance Time (g _c), s	15.0	40.0	9.6	0.8	7.1	7.4	4.2	12.7		2.2	5.1	12.9
Capacity (c), veh/h	596	818	689	133	562	509	313	356		214	322	276
Volume-to-Capacity Ratio (X)	1.093	1.106	0.360	0.173	0.334	0.347	0.332	0.746		0.243	0.363	0.837
Available Capacity (c _a), veh/h	596	818	689	384	826	748	488	491		625	506	434
Back of Queue (Q), veh/ln (50th percentile)	38.0	63.7	3.2	0.3	3.0	2.9	1.8	5.7		0.9	2.3	5.2
Overflow Queue (Q ₃), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Queue Storage Ratio (RQ) (50th percentile)	1.58	0.94	0.40	0.07	0.05	0.05	0.45	0.10		0.23	0.04	1.30
Uniform Delay (d ₁), s/veh	17.8	26.0	17.4	25.2	25.3	25.4	27.0	34.8		30.0	33.6	36.8
Incremental Delay (d ₂), s/veh	196.8	211.0	0.1	0.2	0.1	0.2	0.2	2.3		0.2	0.3	4.6
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	214.6	237.0	17.6	25.4	25.4	25.6	27.2	37.1		30.2	33.8	41.4
Level of Service (LOS)	F	F	B	C	C	C	C	D		C	C	D
Approach Delay, s/veh / LOS	198.7	F		25.5	C		34.3	C		37.7	D	
Intersection Delay, s/veh / LOS	133.8						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.3	B	2.4	B	2.4	B	2.8	C
Bicycle LOS Score / LOS	3.5	C	0.8	A	1.1	A	1.1	A

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency		Analysis Date	Nov 2, 2015	Duration, h	1.00
Analyst		Time Period	5pm-6pm	Area Type	Other
Jurisdiction		Analysis Year	2015 Existing Condition	PHF	1.00
Intersection	Providence Blvd			Analysis Period	1 > 7:00
File Name	Doyle at Providence Future-Optimized.xus				
Project Description	Future Condition PM Peak Hour (Optimized)				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	651	904	248	23	287	77	104	225	41	52	117	231

Signal Information													
Cycle, s	114.6	Reference Phase	2										
Offset, s	0	Reference Point	Begin										
Uncoordinated	Yes	Simult. Gap E/W	On	Green	2.6	12.2	38.4	4.1	3.1	19.2			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.5	4.0	0.0	4.0			
				Red	2.5	2.5	2.5	3.0	0.0	3.0			

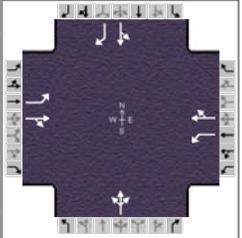
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	28.8	64.6	9.6	45.4	14.1	29.3	11.1	26.2
Change Period, (Y+R _c), s	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Max Allow Headway (MAH), s	3.0	3.0	3.0	3.0	3.2	3.2	3.1	3.2
Queue Clearance Time (g _s), s	21.2	54.8	2.9	10.7	7.3	17.9	4.8	18.3
Green Extension Time (g _e), s	0.6	2.7	0.0	3.3	0.1	0.9	0.1	0.9
Phase Call Probability	1.00	1.00	0.52	1.00	0.96	1.00	0.81	1.00
Max Out Probability	0.66	0.21	0.00	0.00	0.00	0.15	0.00	0.17

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	651	904	248	23	187	177	104	266		52	117	231
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1881	1589	1810	1900	1726	1774	1809		1774	1863	1586
Queue Service Time (g _s), s	19.2	52.8	10.5	0.9	8.3	8.7	5.3	15.9		2.8	6.4	16.3
Cycle Queue Clearance Time (g _c), s	19.2	52.8	10.5	0.9	8.3	8.7	5.3	15.9		2.8	6.4	16.3
Capacity (c), veh/h	677	946	800	131	639	581	316	352		188	312	266
Volume-to-Capacity Ratio (X)	0.961	0.955	0.310	0.176	0.293	0.304	0.329	0.755		0.277	0.375	0.868
Available Capacity (c _a), veh/h	728	1065	900	484	1076	978	437	394		511	406	346
Back of Queue (Q), veh/ln (50th percentile)	14.9	27.4	3.6	0.4	3.7	3.5	2.3	7.7		1.2	2.9	7.5
Overflow Queue (Q ₃), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Queue Storage Ratio (RQ) (50th percentile)	0.62	0.41	0.45	0.09	0.06	0.06	0.59	0.13		0.31	0.05	1.88
Uniform Delay (d ₁), s/veh	17.2	27.3	16.8	29.0	28.0	28.2	34.1	43.6		38.3	42.4	46.5
Incremental Delay (d ₂), s/veh	35.2	22.8	0.1	0.2	0.1	0.1	0.2	6.2		0.3	0.3	16.3
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	52.4	50.0	16.9	29.2	28.1	28.3	34.3	49.9		38.6	42.7	62.8
Level of Service (LOS)	D	D	B	C	C	C	C	D		D	D	E
Approach Delay, s/veh / LOS	46.3		D	28.3		C	45.5		D	53.8		D
Intersection Delay, s/veh / LOS	44.9						D					

MultiModal Results	EB		WB		NB		SB	
	Pedestrian LOS Score / LOS	1.7	A	1.9	A	1.9	A	1.9
Bicycle LOS Score / LOS	3.5	C	0.8	A	1.1	A	1.1	A

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency		Duration, h	1.00			
Analyst		Analysis Date	Nov 2, 2015		Area Type	Other
Jurisdiction		Time Period	5pm-6pm		PHF	1.00
Intersection	Saxon Blvd	Analysis Year	2015		Analysis Period	1 > 7:00
File Name	Doyle at Saxon Future.xus					
Project Description	Future PM Peak Hour					



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	216	450	1	2	225	126	0	0	1	67	1	106

Signal Information				Signal Phases									
Cycle, s	48.6	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	Yes	Simult. Gap E/W	On	Green	5.3	17.0	6.3	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.5	0.0	0.0	0.0			
				Red	2.0	2.0	2.5	0.0	0.0	0.0			

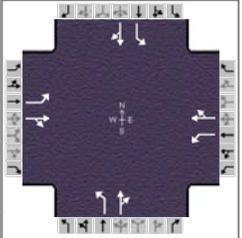
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6		8		4
Case Number	1.0	4.0		6.3		8.0		7.0
Phase Duration, s	11.8	35.3		23.5		13.3		13.3
Change Period, (Y+R _c), s	6.5	6.5		6.5		7.0		7.0
Max Allow Headway (MAH), s	3.1	3.0		3.0		3.2		3.2
Queue Clearance Time (g _s), s	5.3	8.3		9.8		2.0		5.0
Green Extension Time (g _e), s	0.3	1.5		1.5		0.3		0.3
Phase Call Probability	0.95	1.00		1.00		0.91		0.91
Max Out Probability	0.00	0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	216	451		2	351			0			68	106
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1880		954	1767			0			1446	1579
Queue Service Time (g _s), s	3.3	6.3		0.1	7.8			0.0			2.0	3.0
Cycle Queue Clearance Time (g _c), s	3.3	6.3		0.1	7.8			0.0			2.1	3.0
Capacity (c), veh/h	541	1113		482	618						336	206
Volume-to-Capacity Ratio (X)	0.399	0.405		0.004	0.568			0.000			0.203	0.515
Available Capacity (c _a), veh/h	903	1741		1032	1636						741	649
Back of Queue (Q), veh/ln (50th percentile)	0.9	1.3		0.0	2.4						0.6	1.0
Overflow Queue (Q ₃), veh/ln	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Queue Storage Ratio (RQ) (50th percentile)	0.06	0.02		0.00	0.04			0.00			0.01	0.06
Uniform Delay (d ₁), s/veh	8.2	5.3		10.3	12.8						19.3	19.7
Incremental Delay (d ₂), s/veh	0.2	0.1		0.0	0.3			0.0			0.1	0.7
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Control Delay (d), s/veh	8.4	5.4		10.3	13.1						19.4	20.4
Level of Service (LOS)	A	A		B	B						B	C
Approach Delay, s/veh / LOS	6.4		A	13.1		B	18.4		B	20.0		C
Intersection Delay, s/veh / LOS	10.4						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.0	B	2.3	B	2.3	B	2.3	B
Bicycle LOS Score / LOS	1.6	A	1.1	A	0.5	A	0.8	A

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency		Duration, h	1.00		
Analyst		Analysis Date	Nov 2, 2015	Area Type	Other
Jurisdiction		Time Period	5pm-6pm	PHF	1.00
Intersection	Courtland Blvd	Analysis Year	2015	Analysis Period	1 > 7:00
File Name	Doyle at Courtland Future.xus				
Project Description	PM Peak Hour Future				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	255	188	46	26	263	132	45	61	16	53	44	95

Signal Information				Signal Phases								
Cycle, s	48.5	Reference Phase	2									
Offset, s	0	Reference Point	End	Green	6.5	13.3	7.7	0.0	0.0	0.0		
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.5	2.5	3.0	0.0	0.0	0.0		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6		2		4		8
Case Number	1.0	4.0		6.3		6.0		6.0
Phase Duration, s	13.5	33.8		20.3		14.7		14.7
Change Period, (Y+R _c), s	7.0	7.0		7.0		7.0		7.0
Max Allow Headway (MAH), s	3.1	3.1		3.1		3.2		3.2
Queue Clearance Time (g _s), s	6.4	5.2		12.1		7.3		5.7
Green Extension Time (g _e), s	0.3	1.2		1.2		0.5		0.6
Phase Call Probability	0.97	1.00		1.00		0.99		0.99
Max Out Probability	0.01	0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	255	234		26	395		45	77		53	139	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1817		1165	1774		1270	1831		1343	1692	
Queue Service Time (g _s), s	4.4	3.2		0.8	10.1		1.6	1.8		1.7	3.7	
Cycle Queue Clearance Time (g _c), s	4.4	3.2		0.8	10.1		5.3	1.8		3.5	3.7	
Capacity (c), veh/h	457	1003		467	486		256	293		314	270	
Volume-to-Capacity Ratio (X)	0.558	0.233		0.056	0.812		0.176	0.263		0.169	0.514	
Available Capacity (c _a), veh/h	774	1123		868	1097		707	943		791	871	
Back of Queue (Q), veh/ln (50th percentile)	1.2	0.7		0.2	3.4		0.4	0.7		0.5	1.2	
Overflow Queue (Q ₃), veh/ln	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Queue Storage Ratio (RQ) (50th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	10.6	5.6		13.1	16.5		21.1	17.9		19.4	18.7	
Incremental Delay (d ₂), s/veh	0.4	0.0		0.0	1.3		0.1	0.2		0.1	0.6	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	11.0	5.6		13.1	17.7		21.2	18.1		19.5	19.2	
Level of Service (LOS)	B	A		B	B		C	B		B	B	
Approach Delay, s/veh / LOS	8.4		A	17.5		B	19.2		B	19.3		B
Intersection Delay, s/veh / LOS	14.3						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.2	B	2.3	B	2.3	B	2.3	B
Bicycle LOS Score / LOS	1.3	A	1.2	A	0.7	A	0.8	A

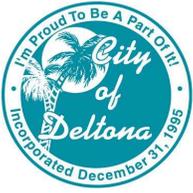
TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst				Intersection	Doyle Rd at Prop Vineland Res			
Agency/Co.				Jurisdiction				
Date Performed	11/11/2015			Analysis Year	2017			
Analysis Time Period	5pm-6pm PM Peak Hour Build-Out							
Project Description								
East/West Street: Doyle Rd				North/South Street: Vineland Reserve Entry/Exit				
Intersection Orientation: East-West				Study Period (hrs): 1.00				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	76	187			363	140		
Peak-Hour Factor, PHF	0.95	0.95	1.00	1.00	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	80	196	0	0	382	147		
Percent Heavy Vehicles	1	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0				0	
Lanes	1	1	0	0	1	1		
Configuration	L	T			T	R		
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)				79		43		
Peak-Hour Factor, PHF	1.00	1.00	1.00	0.95	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	83	0	45		
Percent Heavy Vehicles	0	0	0	1	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	1	0	1		
Configuration				L		R		
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L					L		R
v (veh/h)	80					83		45
C (m) (veh/h)	1043					357		670
v/c	0.08					0.23		0.07
95% queue length	0.25					0.90		0.22
Control Delay (s/veh)	8.7					18.1		10.8
LOS	A					C		B
Approach Delay (s/veh)	--	--				15.5		
Approach LOS	--	--				C		

TRANSPORTATION IMPACT ANALYSIS SUBMISSION CHECKLIST

	DESCRIPTION	INFORMATION INCLUDED			
		YES	NO	N/A	Remarks ¹
TRANSPORTATION IMPACT ANALYSIS REPORT DATA	4 Printed TIA Copies Signed and Sealed by Professional Engineer	✓			
	1 Electronic version of the TIA & all analysis computer files	✓			
	Site Location relative to surrounding roadway network (map)	✓			
	Description of proposed land uses	✓			
	Proposed Build-out schedule	✓			
	Study area boundaries including all Thoroughfare Road segments and intersections within appropriate radius (map)	✓			
	Existing Traffic Volumes	✓			
	Existing roadway segment analysis	✓			
	Existing intersection analysis	✓			
	List scheduled improvements within first three years of County, FDOT, and/or City Capital Improvement Programs			✓	
	Proposed development trip generation/internal capture/pass by capture	✓			
	Proposed development trip distribution and assignment (map)	✓			
	Future Background Traffic Volume Estimates	✓			
	Projected future roadway segment analysis	✓			
	Future Total Peak-Hour(s) Traffic Volume Estimates (Background + Vested + Project Trips)	✓			
	Projected future Peak-Hour(s) roadway intersection analysis including proposed turn lanes and signals	✓			
	Projected Future Roadway Concurrency Analysis	✓			
	Conclusions and Recommended Improvements	✓			
	Site access recommendations	✓			
	Concurrency mitigation strategy			✓	
APPENDIX DATA	Methodology Documentation & Conceptual Site Plan	✓			
	Traffic Count Data & Inventory of Existing Road Conditions	✓			
	Confirmation of Scheduled Improvements (Copy of Appropriate CIE)			✓	
	Existing Conditions Analysis Worksheets (HCS Printouts)	✓			
	Background Traffic Growth Worksheets	✓			
	Trip Generation, Internal Capture, Pass-By Capture Worksheets	✓			
	Future Conditions Analysis Worksheets (HCS Printouts)	✓			
	Turn Lanes Analysis Worksheets (Queue Length)		✓		
	Signal Warrant Analysis		✓	✓	
	Multi Way STOP Warrant Analysis	✓			

¹ - Remarks: Justify "NO" and "N/A"

Submitted By:  Printed Name: Chris W. West
 Date: 11-13-15



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 9 - B

SUBJECT:

Request approval and adoption of Final Assessment of Resolution No. 2015-41 for the creation of the Arbor Ridge Phase 5 Street Lighting District - Gerald Chancellor, Public Works Department (386) 878-8998.

Strategic Goals: Infrastructure and Public Safety

LOCATION:

Arbor Ridge Phase 5, Plat Book 57, Pages 23-25

BACKGROUND:

The City has received a petition requesting the creating of a new Street Lighting District for a new subdivision, Arbor Ridge Phase 5. The petition bears one (1) signature representing 100% of the property within the proposed boundaries. The proposed District will include the installation of twenty-five (25) 100-watt decorative street lights and twenty-five (25) 16' colonial single poles. This installation is in keeping with the majority of the other types of installation within the Arbor Ridge community. The subject property has been platted and can be found in Plat Book 57, Pages 23-25 as recorded in Volusia County. Arbor Ridge Phase 5 as platted has seventy-seven (77) single family lots of approximately equal size within the proposed street lighting district. The estimated annual charge per platted lot for the first and subsequent years is estimated at \$88.99.

On November 16, 2015, the City Commission approved the preliminary assessment resolution (Resolution No. 2015-41) to create this district.

COST:

\$88.99 1st and subsequent years.

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Public Works

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, Public Works Director - Staff recommends that the City Commission adopt Resolution No. 2015-41 as the Final Assessment Resolution for the creation of the Arbor Ridge Phase 5 Street Lighting District.

AGENDA ITEM: B.

POTENTIAL MOTION:

“I move to adopt the Final Assessment Resolution No. 2015-41, creating the Arbor Ridge Street Lighting District, and to schedule the Public Hearing.”

June 23, 2016

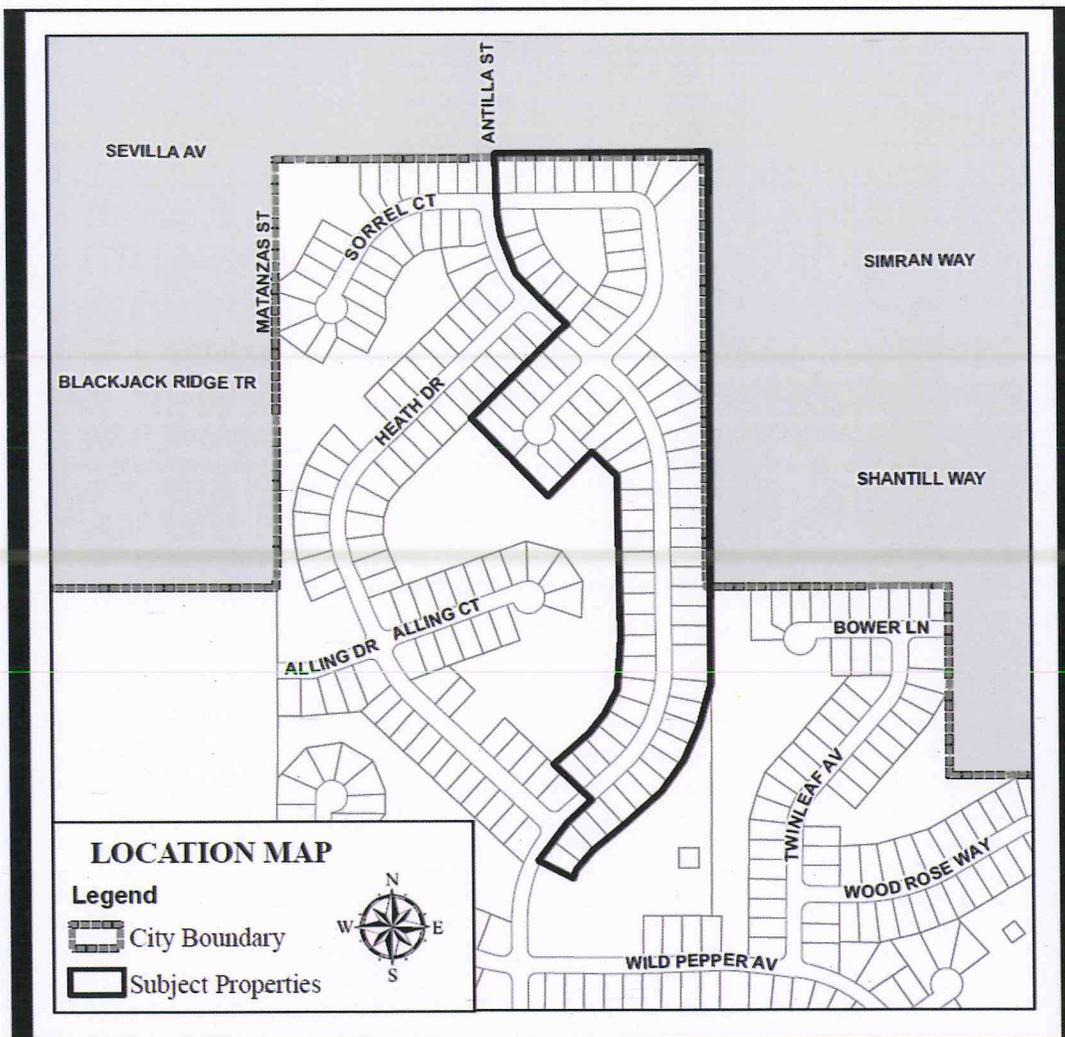
Orlando Sentinel
633 North Orange Avenue
Orlando, Florida 32801

Attention: Legal Advertising

Please advertise the following legal ad, **Thursday, July 7, 2016** in the legal advertising section, Volusia edition, of the *Orlando Sentinel*.

Please also provide a pre-proof prior to the ad running to my email address of jraftery@deltonafl.gov and an affidavit of proof of publication to my attention at the address listed below.

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STREETLIGHTING SPECIAL ASSESSMENTS



Notice is hereby given that the City Commission of the City of Deltona will conduct a public hearing to consider the creation of the "Arbor Ridge Phase 5 Streetlighting District" and imposition of streetlighting special assessments for the provision of streetlighting services within the District.

The hearing will be held at **6:30 p.m. on Monday, August 1, 2016**, at the Deltona Commission Chambers located at 2345 Providence Boulevard, Deltona, Florida for the purpose of receiving public comments on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the American with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at 386/878-8502 at least three (3) business days prior to the date of the hearing.

The assessment for each parcel of property will be based upon the total annual costs of providing streetlighting services within the District and the total number of buildable lots within the District. The following table reflects the proposed streetlighting assessment schedule.

STREETLIGHTING DISTRICT	ANNUAL TOTAL	ANNUAL PER PARCEL	NUMBER OF PARCELS
ARBOR RIDGE PHASE 5	\$6,852.00	\$88.99*	77

*1st & Subsequent Years Estimate.

Copies of the Streetlighting Assessment Ordinance Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerk's Office, Deltona City Hall, 2345 Providence Boulevard, Deltona, Florida, during normal business hours of 8:00 a.m. – 4:30 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2015, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you should have any questions, please contact Ms. Phyllis Wallace, Project Administrator – Construction, 386/878-8965 or the Deltona City Clerk's office at 386/878-8502.

Joyce Raftery, City Clerk
City of Deltona

If you should have any questions regarding the above ad, please contact me at (386) 878-8502.

Thank you.

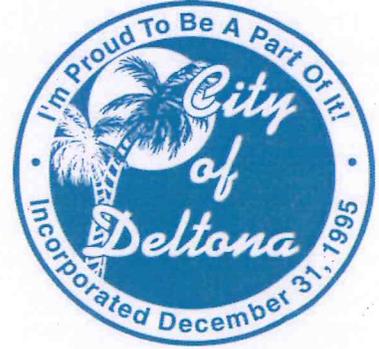
Sincerely,

/s/Joyce Raftery
Joyce Raftery, City Clerk

JR/paw

June 29, 2016

Arbor Ridge Enclave, LLC
1410 Elm Avenue
Winter Park, Florida 32789



Subject: Notice of Hearing to Create the Arbor Ridge Phase V Streetlighting District

Dear Property Owner:

As required by Section 197.3632, Florida Statutes, and the City of Deltona Ordinance No. 96-47, notice is hereby given by the City of Deltona that creating of a Streetlighting District is being considered for your area as depicted on the attached map and that an annual assessment for streetlighting services using the tax bill collection method, may be levied on your property. The purpose of this assessment is to fund streetlighting services benefiting improved property located within the proposed Arbor Ridge Phase V Streetlighting District within the City of Deltona. A total of 77 lots of approximately equal size will exist within the proposed District. The proposed District shall include the installation of twenty-five (25) 100-watt Ocala Black light fixtures on twenty-five (25) 16' Colonial Single decorative poles. The estimated annual charge per platted lot in the proposed District is \$88.99 for the 1st year and subsequent years.

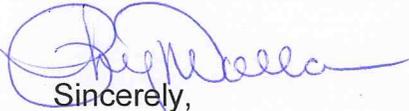
A public hearing for final consideration of the Streetlighting District will be held on **Monday, August 1, 2016, at 6:30pm**, in the Deltona Commission Chambers, located at 2345 Providence Boulevard, Deltona, Florida. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within twenty (20) days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the American with Disabilities Act, persons needing special accommodation or an interpreter to participate in the proceeding should contact the City Clerk at 386/878-8502 at least three (3) business days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessment), such action shall be the final adjudication of the issue presented.

Copies of the Streetlighting Assessment Ordinance and Initial Assessment Roll for Arbor Ridge Phase V Streetlighting District are available for inspection at the City Clerk's Office, Deltona City Hall, at 2345 Providence Boulevard, Deltona, Florida, during normal business hours of 8:00am to 4:30pm, Monday through Friday. All interested parties may ascertain the amount to be assessed for the Streetlighting District against a parcel of assessed property at the Office of the City Clerk.

Both the streetlighting non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. By State statute we are required to notify you that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

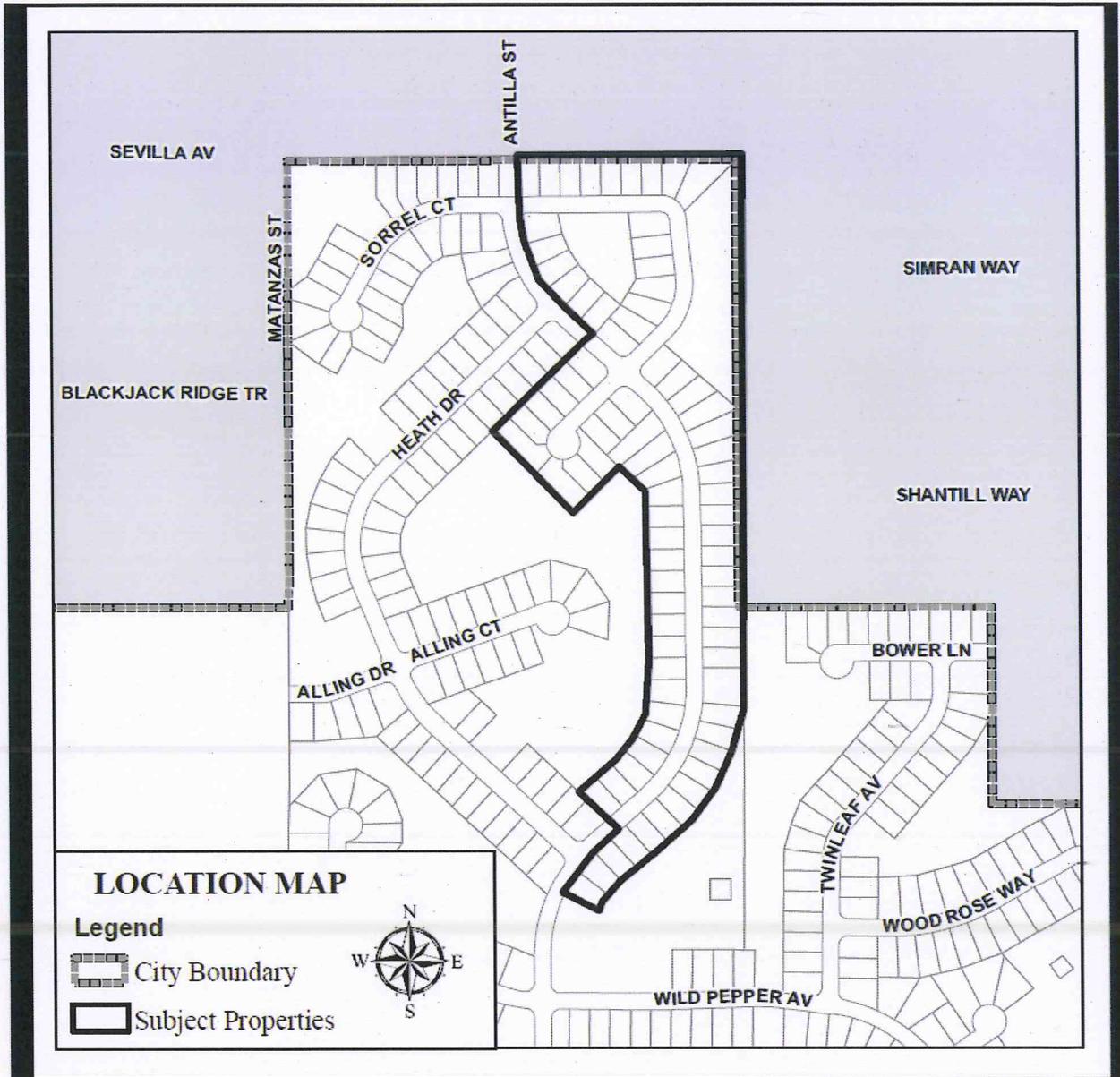
Should you need any further information, please feel free to contact me at 386/878-8965 or via email at pwallace@deltonafl.gov.



Sincerely,

Phyllis A. Wallace
Project Administrator - Construction

/paw

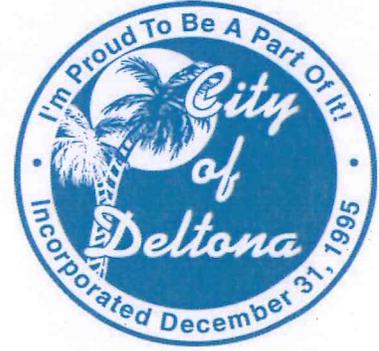


Tax Parcel Id	Property Address
05-18-31-25-00-4050	3433 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4060	3435 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4070	3437 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4080	3441 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4090	3443 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4100	3445 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4110	3447 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4120	3449 BERKSHIRE WOODS TERRACE DELTONA 32725

05-18-31-25-00-4130	3451 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4140	3453 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4150	3455 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4160	3457 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4170	3459 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4180	3461 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4190	3463 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4200	3465 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4210	3467 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4220	3469 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4230	3471 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3740	3045 TEAK CT DELTONA 32725
05-18-31-25-00-3750	3041 TEAK CT DELTONA 32725
05-18-31-25-00-3760	3037 TEAK CT DELTONA 32725
05-18-31-25-00-3770	3466 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3780	3464 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3790	3460 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3800	3158 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3810	3454 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3820	3452 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3830	3450 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3840	3448 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3850	3446 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3860	3444 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3870	3442 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3880	3440 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3890	3438 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3900	3436 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3910	3432 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3920	3430 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3930	3426 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3940	3424 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3950	3422 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3980	3419 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3990	3421 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4000	3423 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4010	3425 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4020	3427 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4030	3429 BERKSHIRE WOODS TERRACE DELTONA 32725
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June 29, 2016

DR Horton, Inc.
6200 Lee Vista Boulevard
Orlando, Florida 32822



Subject: Notice of Hearing to Create the Arbor Ridge Phase V Streetlighting District

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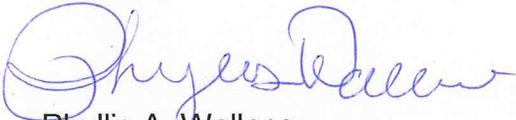
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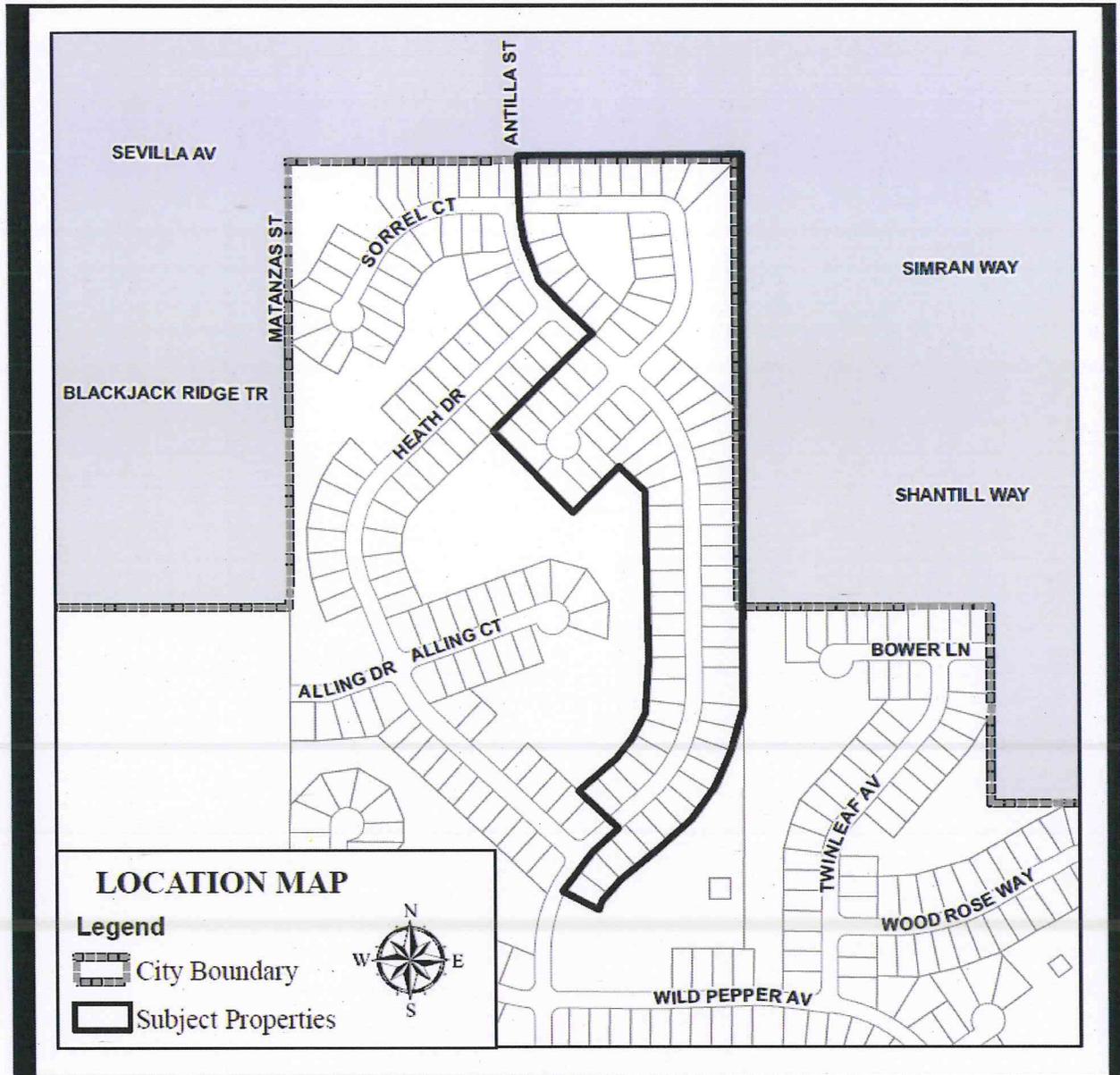
Should you need any further information, please feel free to contact me at 386/878-8965 or via email at pwallace@deltonafl.gov.

Sincerely,



Phyllis A. Wallace
Project Administrator - Construction

/paw



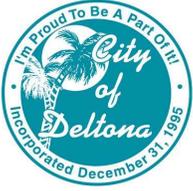
Tax Parcel ID	Property Address
05-18-31-25-00-3650	3036 TEAK COURT DELTONA 32725
05-18-31-25-00-3660	3040 TEAK COURT DELTONA 32725
05-18-31-25-00-3670	3044 TEAK COURT DELTONA 32725
05-18-31-25-00-3680	3048 TEAK COURT DELTONA 32725
05-18-31-25-00-3690	3052 TEAK COURT DELTONA 32725
05-18-31-25-00-3700	3056 TEAK COURT DELTONA 32725
05-18-31-25-00-3710	3057 TEAK COURT DELTONA 32725
05-18-31-25-00-3720	3053 TEAK COURT DELTONA 32725
05-18-31-25-00-3730	3049 TEAK COURT DELTONA 32725
05-18-31-25-00-4240	3200 SORREL DRIVE DELTONA 32725

05-18-31-25-00-4250	3206 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4260	3212 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4270	3218 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4290	3230 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4300	3236 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4310	3242 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4320	3248 SORREL DRIVE DELTONA 32725
05-18-31-25-00-4330	3008 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4340	3012 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4350	3016 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4360	3020 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4370	3024 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4380	3028 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4390	3032 TEAK DRIVE DELTONA 32725
05-18-31-25-00-4400	3485 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4410	3495 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-4280	3224 SORREL DRIVE DELTONA 32725
05-18-31-25-00-3960	3415 BERKSHIRE WOODS TERRACE DELTONA 32725
05-18-31-25-00-3970	3417 BERKSHIRE WOODS TERRACE DELTONA 32725

Owner	Tax Parcel ID	Property Address
Arbor Ridge Enclave, LLC	05-18-31-25-00-4050	3433 BERKSHIRE WOODS TER DELTONA 32725
1410 Elm Avenue	05-18-31-25-00-4060	3435 BERKSHIRE WOODS TER DELTONA 32725
Winter Park, Florida 32789	05-18-31-25-00-4070	3437 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4080	3441 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4090	3443 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4100	3445 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4110	3447 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4120	3449 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4130	3451 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4140	3453 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4150	3455 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4160	3457 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4170	3459 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4180	3461 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4190	3463 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4200	3465 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4210	3467 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4220	3469 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4230	3471 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3740	3045 TEAK CT DELTONA 32725
	05-18-31-25-00-3750	3041 TEAK CT DELTONA 32725
	05-18-31-25-00-3760	3037 TEAK CT DELTONA 32725
	05-18-31-25-00-3770	3466 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3780	3464 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3790	3460 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3800	3158 BERKSHIRE WOODS TER DELTONA 32725
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	05-18-31-25-00-3830	3450 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3840	3448 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3850	3446 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3860	3444 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3870	3442 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3880	3440 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3890	3438 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3900	3436 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3910	3432 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3920	3430 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3930	3426 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3940	3424 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3950	3422 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3980	3419 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3990	3421 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4000	3423 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-4010	3425 BERKSHIRE WOODS TER DELTONA 32725

05-18-31-25-00-4020	3427 BERKSHIRE WOODS TER DELTONA 32725
05-18-31-25-00-4030	3429 BERKSHIRE WOODS TER DELTONA 32725
05-18-31-25-00-4040	3431 BERKSHIRE WOODS TER DELTONA 32725

Owner	Tax Parcel ID	Property Address
DR Horton, Inc.	05-18-31-25-00-3650	3036 TEAK CT DELTONA 32725
6200 Lee Vista Boulevard	05-18-31-25-00-3660	3040 TEAK CT DELTONA 32725
Suite 400	05-18-31-25-00-3670	3044 TEAK CT DELTONA 32725
Orlando, Florida 32822	05-18-31-25-00-3680	3048 TEAK CT DELTONA 32725
	05-18-31-25-00-3690	3052 TEAK CT DELTONA 32725
	05-18-31-25-00-3700	3056 TEAK CT DELTONA 32725
	05-18-31-25-00-3710	3057 TEAK CT DELTONA 32725
	05-18-31-25-00-3720	3053 TEAK CT DELTONA 32725
	05-18-31-25-00-3730	3049 TEAK CT DELTONA 32725
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	05-18-31-25-00-4270	3218 SORREL DR DELTONA 32725
	05-18-31-25-00-4290	3230 SORREL DR DELTONA 32725
	05-18-31-25-00-4300	3236 SORREL DR DELTONA 32725
	05-18-31-25-00-4310	3242 SORREL DR DELTONA 32725
	05-18-31-25-00-4320	3248 SORREL DR DELTONA 32725
	05-18-31-25-00-4330	3008 TEAK DR DELTONA 32725
	05-18-31-25-00-4340	3012 TEAK DR DELTONA 32725
	05-18-31-25-00-4350	3016 TEAK DR DELTONA 32725
	05-18-31-25-00-4360	3020 TEAK DR DELTONA 32725
	05-18-31-25-00-4370	3024 TEAK DR DELTONA 32725
	05-18-31-25-00-4380	3028 TEAK DR DELTONA 32725
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	05-18-31-25-00-4400	3485 BERKSHIRE WOODS TER DELTONA 32725
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	05-18-31-25-00-3960	3415 BERKSHIRE WOODS TER DELTONA 32725
	05-18-31-25-00-3970	3417 BERKSHIRE WOODS TER DELTONA 32725



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 11 - A

SUBJECT:

Request for approval of DEP Agreement No. NF004 with the Florida Department of Environmental Protection (FDEP) for the State Grant being awarded for Brickell Regional Surface Water Treatment Facility - Gerald Chancellor, P.E., Public Works, (386) 878-8998.

Strategic Goal: Infrastructure and Fiscal Issues - Improve the infrastructure while maximizing alternative funding sources.

LOCATION:

Brickell Dr. Area

BACKGROUND:

The Brickell Dr. Drainage Improvement project is needed to improve the overall drainage in the area as well as treat the stormwater prior to it being discharged into Lake Monroe. The project is currently in the budget and the department has been waiting on the award of grant funding from FDEP and the EPA. This agreement is the final step in securing that funding and moving the project forward.

The proposed estimated project cost is \$605,550, with \$363,500 of that being funded by this grant. The balance will be paid from the Stormwater Special Revenue Fund.

The City Commission must approve this agreement no later than August 1st, 2016 in order for it to be returned to FDEP by the deadline of August 10th and receive the grant award.

This project is projected to continue into the next fiscal year, and will be bid in the next 60-75 days.

COST:

\$605,550

SOURCE OF FUNDS:

FDEP Grant Funding and Stormwater Special Revenue Fund

ORIGINATING DEPARTMENT:

Public Works

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, P.E., Director of Public Works - Staff recommends that the City Commission approve the execution of DEP Agreement No. NF004, as it pertains to grant funding for the Brickell

AGENDA ITEM: A.

Drive Drainage Improvement Project.

POTENTIAL MOTION:

“I move to approve the execution of DEP Agreement No. NF004.”

DEP AGREEMENT NO. NF004

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF DELTONA, whose address is 255 Enterprise Road, Deltona, Florida 32725, (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Brickell Regional Surface Water Treatment Facility.

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA); and,

WHEREAS, the Department was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451515-0; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until September 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2014 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$363,500 towards the total estimated project cost of \$605,550. The parties hereto understand and agree that this Agreement requires at least a 40% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$242,050 through cash or third party in-kind, towards the work funded under this Agreement. All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under Task 7 in Attachment A.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories. Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total

approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A**. Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form**, in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form**. Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
- i. Salaries/Wages – The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Grantee’s employees. However, the Grantee may document these expenditures for meeting its match requirements.
 - ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor’s invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department’s Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager’s approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iii. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
 - iv. Equipment –The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services’ Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- F. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.
- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development

	Under Grants and Contracts with Hospitals
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- H.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- I. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.
- J. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

EPA Grant Number	CFDA	Program Title		Funding Amount
C9-99451515-0	66.460	Nonpoint Source Grants	Implementation	\$363,500
Total Funding:				\$363,500

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. A. Progress Reports shall be submitted to the Department’s Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

B. A draft comprehensive final report must be submitted no later than sixty (60) days prior to the completion date of the Agreement. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. An electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted no later than the completion date of the Agreement. The Grantee’s final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

“This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was \$[show actual amount], of which \$[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency.”

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government’s participation in the project.

“This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection.”

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project’s outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. The Grantee agrees to comply with the requirements of EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises in procurement under this Agreement.

i. The Grantee accepts the Minority Business Enterprise/Women’s Business Enterprise (MBE/WBE) “Fair Share” goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

- ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.
 - iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
 - iv. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.
 - v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.
 - vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).
 - vii. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.
 - viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.
- E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
- F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
 - C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
 - ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.
11.
 - A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [40 CFR 34]

- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
 - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - D. The Grantee’s Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment H, “Lobbying and Litigation Certificate”** to the Department within ninety (90) days following the completion of the Agreement period.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
 16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
 17. The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) for this Agreement is identified below.

Michael Barr	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-2947
E-mail Address:	Michael.barr@dep.state.fl.us

18. The Grantee’s Grant Manager (which may also be referred to as the Grantee’s Project Manager) for this Agreement is identified below.

Gerald Chancellor	
City of Deltona	
255 Enterprise Road	
Deltona, Florida 32725	
Telephone No.:	(386) 878-8998
E-mail Address:	Gchancellor@deltonafl.gov

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee

shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

20. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Liability Coverage
- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
22. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.
25. If the Grantee's project involves environmentally-related measurements or data generation, including the development of models that may be used in regulatory decisions, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements**.
26. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
27. In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 180 and 1532**), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.
28. The Environmental Protection Agency and Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
- B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment J, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment K, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
30. Land acquisition is not authorized under the terms of this Agreement.
31. This Agreement, and any amendments and change orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
32. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
33. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF DELTONA

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title:*

By: _____
Secretary or designee

Date: _____

Date: _____

Michael Barr, DEP Grant Manager

DEP QC Reviewer

FEID No.: 59-3348668

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (9 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>MBE/WBE Procurement Reporting Form and Instructions (7 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Lobbying and Litigation Certificate (1 Page)</u>
<u>Attachment</u>	<u>I</u>	<u>Quality Assurance Requirements (5 Pages)</u>
<u>Attachment</u>	<u>J</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A GRANT WORK PLAN

Project Title: Brickell Regional Surface Water Treatment Facility

Project Authority: The Grantee received funding for this project from the Nonpoint Source Implementation Grant, C9-99451515-0, referenced by the Department as Grant No. 31915. Monitoring and auditing guidelines, as related to the Federal Single Audit Act, are specified in the Catalog of Federal Assistance (CDFA), No.66.460.

Project Location: Deltona, Volusia County: 28.868611, -81.2425. See Figures 1 and 2 for a location map and site plan.

Project Background: Lake Monroe is one of three major lakes in the Middle St. Johns River Basin. This project will treat runoff from the Providence Basin, which is one of three major basins in the City of Deltona that has direct discharge into Lake Monroe. The project site is located on a 20-acre tract in a strategic location with southern most potential to treat stormwater runoff prior to discharge into Lake Monroe. The location includes a natural wetland that is currently traversed by a canal. The canal has significantly altered the hydroperiod of the wetland by lowering the surrounding water table and bypassing the surface water that historically collected in the wetland area. This project will involve redirecting stormwater flows through the wetland, therein reestablishing the nutrient removing abilities of the system.

Project Description: This project is to create a regional stormwater treatment facility (RSWTF), which will be a natural wetland system that will provide treatment of controlled stormwater flows discharging from the upstream drainage basin to Lake Monroe. Construction will consist of taking an existing canal off-line and constructing a berm to redirect flows into the RSWTF for removal of pollutants via vegetation uptake in the wetland. The improvements will also involve construction of a flow control structure on the southwest side of the RSWTF to regulate flows downstream into a ditch that flows to Lake Monroe. This structure will also help to control the depth of pooling in the wetland to optimize the pollutant removal efficiency of the wetland.

Tasks and Deliverables:

Task 1: Design and Permitting

Description: The Grantee will complete the design of the RSWTF and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation, in addition to a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Task 2: Bidding and Contractor Selection

Description: The Grantee will subcontract the construction of the RSWTF with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids

utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Task 3: Construction

Description: The Grantee will construct the RSWTF in accordance with the final design(s) and required permits. Construction shall include taking an existing canal off-line and constructing a berm to redirect stormwater flow through the wetland system. A flow control structure will be constructed on the southwest side of the RSWTF to regulate flows downstream and control the depth of pooling in the wetland. Construction will also include vegetation planting in the wetland area.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 3a: 1) Signed acceptance of the completed work by the Grantee; 2) Contractor's Application and Certification for Payment; 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted ten (10) days prior to each payment request and may be submitted no more frequently than once per quarter.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarterly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 3b: RSWTF constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project ; 3) signed acceptance of the completed project

by the Grantee; and, 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Public Education

Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) Informational kiosks/signs will be installed in and around the project site in areas easily visible to the public that will explain the various pollutants of concern, the role of natural ecosystems for removing those pollutants, and provide information about the native vegetation and animal species that thrive in these wetland environments. 2) Local newsletters will be distributed to inform the public about this project and its environmental benefits.

Deliverable 4a: 1) Copy of draft kiosk/sign(s) text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and distribution. 2) Copy of draft print-ready newsletter(s) submitted to the Department's Grant Manager for review and approval prior to final printing and distribution. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 4b: 1) Dated photograph(s) of installed kiosk/sign(s) as approved. 2) A copy of the final printed newsletter(s) with number distributed and where. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration.

Task 5: Quality Assurance Project Plan

Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 5a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 5b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements.

Task 6: Monitoring

Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 5).

Deliverable: Summary of completed monitoring activities: dates completed, sampling conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements.

Task 7: Final Report

Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a BMP did or did not exceed the expected removal efficiency)
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 7a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 7b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: Upon review and written approval by the Department’s Grant Manager of the Final Report, the Grantee may proceed with match submittal for this task.

Project Timeline: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date. If at any time this Grant Agreement is amended to extend the Grant Agreement end date, in no event shall grant project work be authorized past EPA’s 319(h) 2015 Grant end date of September 30, 2019, regardless of whether it is grant-funded work or match-funded work.

Task/ Deliverable No.	Task/ Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	10/1/2014	11/30/2016	11/30/2016
2	Bidding and Contractor Selection	10/1/2014	3/1/2017	3/1/2017
3	Construction	Execution	12/15/2017	
3a	Construction – Interim Deliverables			Quarterly
3b	Construction – Final Deliverables			12/15/2017
4	Public Education	Execution	11/30/2018	
4a	Public Education – Draft Materials			10/30/2018
4b	Public Education – Final Deliverables			11/30/2018
5	QAPP	Execution	10/31/2017	
5a	QAPP –Draft			5/31/2017
5b	QAPP –Final			10/31/2017
6	Monitoring	9/1/2017	3/31/2019	3/31/2019
7	Final Report	Execution	6/30/2019	
7a	Final Report –Draft			4/30/2019
7b	Final Report			6/30/2019

Budget Detail by Task:

Task No.	Category	Grant Funding	Match Funding
1	Contractual	\$0	\$60,550
	Total for Task	\$0	\$60,550
2	Salaries	\$0	\$1,000
	Fringe Benefits	\$0	\$1,000
	Contractual	\$0	\$6,000
	Total for Task	\$0	\$8,000
3	Contractual	\$363,500	\$55,000
	Total for Task	\$363,500	\$55,000
4	Salaries	\$0	\$7,500
	Fringe Benefits	\$0	\$7,500
	Contractual	\$0	\$21,000
	Supplies/Other Expenses	\$0	\$5,000
	Total for Task	\$0	\$41,000
5	Salaries	\$0	\$2,500
	Fringe Benefits	\$0	\$2,500
	Contractual	\$0	\$20,000
	Total for Task	\$0	\$25,000
6	Salaries	\$0	\$10,000
	Fringe Benefits	\$0	\$10,000
	Contractual	\$0	\$10,000
	Equipment Purchases	\$0	\$2,500
	Total for Task	\$0	\$32,500
7	Salaries	\$0	\$2,500
	Fringe Benefits	\$0	\$2,500
	Contractual	\$0	\$15,000
	Total for Task	\$0	\$20,000
Total:		\$363,500	\$242,050
Total Project Cost:		\$605,550	
Percentage:		60%	40%

Project Budget Summary: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$363,500
Total:	\$363,500

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Figure 1

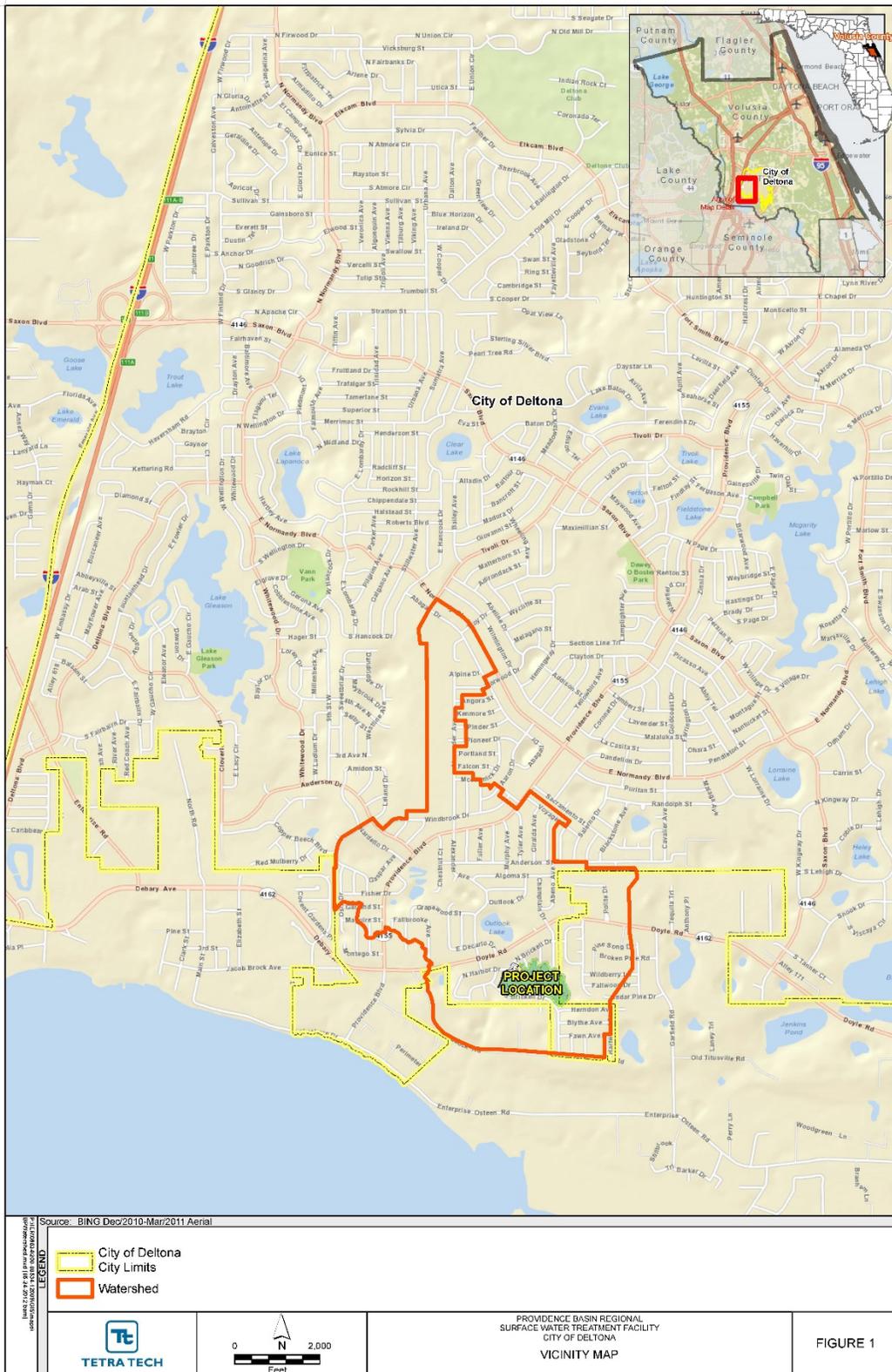
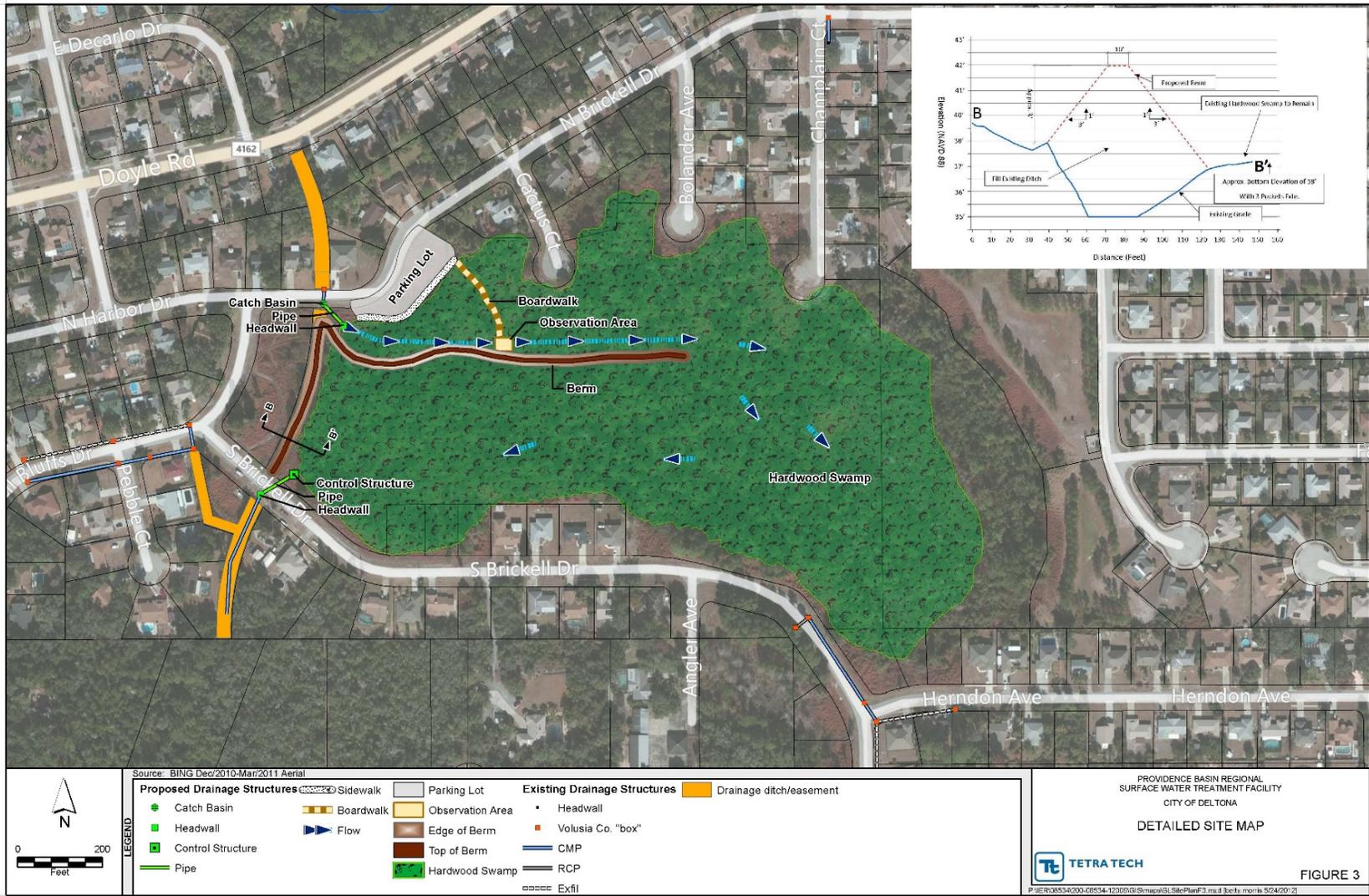


Figure 2



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$	\$
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$	\$
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$	\$
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$	\$
Land (if authorized)	\$N/A	\$N/A	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

<u>Professional Service Provider (Name / License No.)</u>	<u>Period of Service (mm/dd/yy – mm/dd/yy)</u>

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT D

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

PROGRESS REPORT FORM

DEP Agreement No.:	NF004		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NF004 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (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 with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

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 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 of 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. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and 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. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection 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 of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
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), 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. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an 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. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment 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 of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.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, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or 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 of Environmental Protection for audits done in accordance with OMB Circular A-133, 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 reporting package was delivered to the recipient in correspondence accompanying the 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 **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	\$363,500	140076

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award				\$363,500	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p>	<p>b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

**LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS
AND COOPERATIVE AGREEMENTS***

INSTRUCTIONS:

*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

ATTACHMENT I
QUALITY ASSURANCE REQUIREMENTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in [Chapter 62-160](#), Florida Administrative Code (F.A.C.) and “Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract” ([DEP-QA-002/02](#)), February 2002.
2. **LABORATORIES**
 - a. The GRANTEE shall ensure that all standard laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method (or analytical technology)/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the [NELAC Standards](#) is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit(PQL) before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - (iii) Before providing analytical services for this Contract, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, “New and Alternative Analytical Laboratory Methods,” February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
 - h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are listed in the planning document (see Section 6).
 - i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
 - j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

- k. The GRANTEE shall ensure that the all laboratory quality control measures for standard methods are consistent with Chapter 5 of the NELAC standards.
 - l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
 - m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.
3. **FIELD ACTIVITIES**
- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
 - b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with applicable Department "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6). SOPs for field sample collection or testing not included in the Department's SOPs shall be included or cited in the planning document.
 - c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
 - d. Per the quality control measures outlined in DEP SOP FQ 1000, the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design for applicable test methods:
 - (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP FA 1000) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in part FQ 1210 of DEP SOP FQ 1000 shall be collected according to the requirements of part FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in any affected sample is reported as estimated ("G" data qualifier code, with a narrative explanation), unless the analyte concentration in the blank is $\leq 10\%$ of the reported concentration in the associated sample.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
- a. The GRANTEE shall ensure that all laboratory and field records applicable to the Contract, as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the generation or completion of records.
 - b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
 - c. The GRANTEE shall ensure that all laboratory reports for standard methods are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)

- ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL, LOD or other defined limit of detection
 - ▶ PQL, LOQ or other defined limit of quantification
 - ▶ Sample type (such as blank type, duplicate type)
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
 - Field quality control results including field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The GRANTEE shall ensure that the following field-related information is reported to the DEP contract manager:
- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results), unacceptable field measurement or other problems related to the sampling event.
- e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.
5. The GRANTEE shall submit the data electronically using the format identified in QAPP
6. **AUDITS**
- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule [62-160.650](#), F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
- b. PLANNING REVIEW AUDITS –
- (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the GRANTEE and all associated subGRANTEES shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or

amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in item (i) above shall occur annually, if applicable.
- c. QUALITY SYSTEMS AUDITS – The GRANTEE and all subGRANTEES shall ensure that any required laboratory and field quality system audits are performed according to the respective quality manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. These audits shall be documented in the GRANTEE’s and subcontractors’ records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.
 - (i) The GRANTEE shall ensure that all applicable data quality acceptance and usability criteria are listed in the planning document.
 - (ii) The GRANTEE shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the planning document GRANTEE.
 - (iii) The GRANTEE shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the planning document.

7. **PLANNING DOCUMENT**

- a. The GRANTEE shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
- b. The GRANTEE and subGRANTEES may submit a version of the planning document to the Department for approval no more than three times. If the GRANTEE fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.
- c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the GRANTEE and affected subGRANTEES as to why the planning document is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.
- d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Work may not begin for specific Contract tasks until approval (or conditional approval) has been received by the GRANTEE from the DEP contract manager. Sampling and analysis for the Contract may not begin until the planning document has been approved (or conditionally approved).
- f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in equipment, changes in subGRANTEE organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the GRANTEE fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be

- (i) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.
8. **DELIVERABLES**
- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
 - (ii) Copies of the QCC sample results per item 2.f. above.
 - (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
 - (iv) Reports of planning review audits as specified in item 5.b. above.
 - (v) Statements of Usability as specified in item 5.d. above.
 - (vi) Planning document per Section 6, above.
9. **CONSEQUENCES**
- a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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ATTACHMENT J

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.
22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
23. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
24. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

25. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
26. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

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**ATTACHMENT K
REGULATIONS**

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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Figure 1

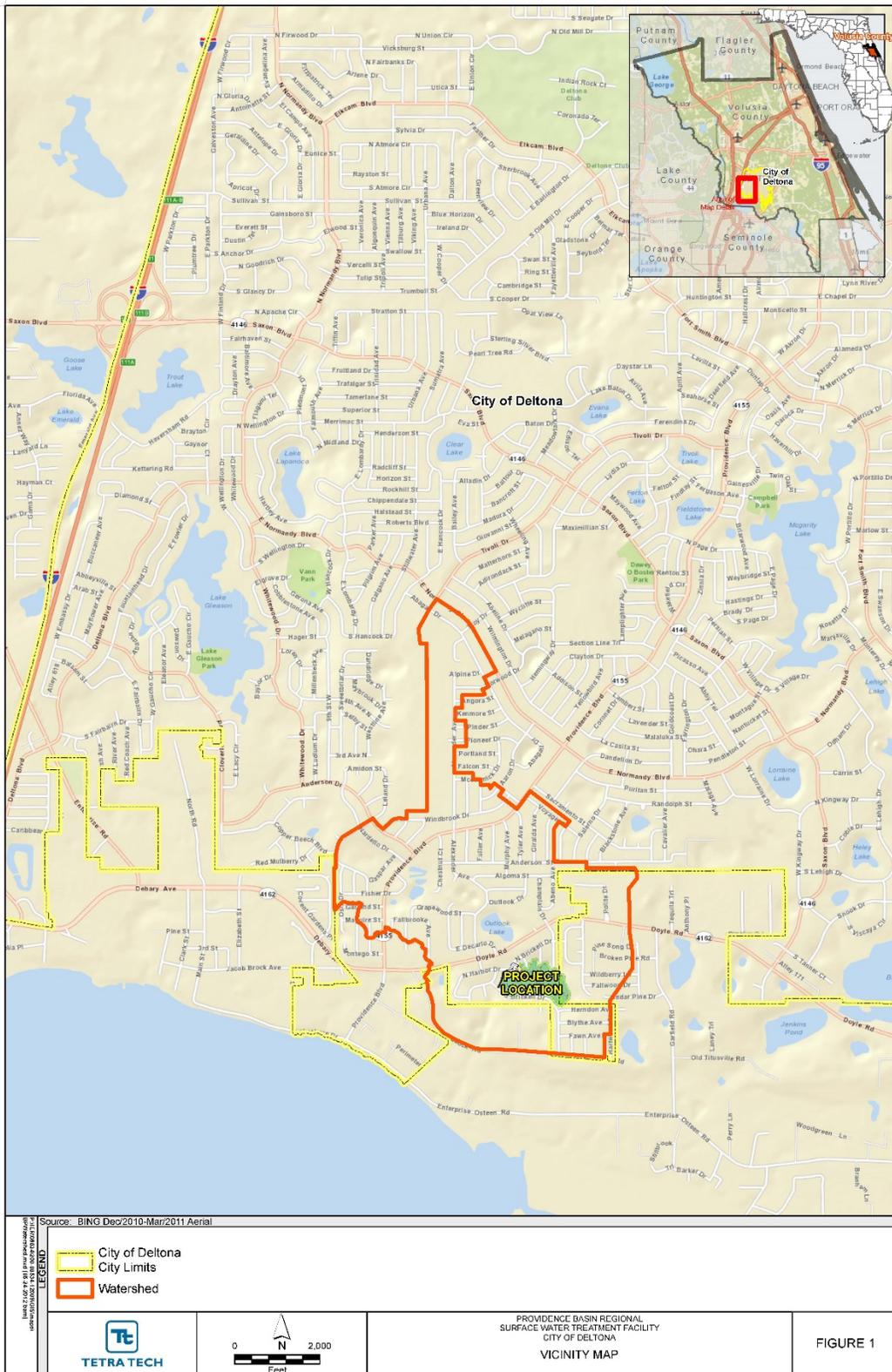
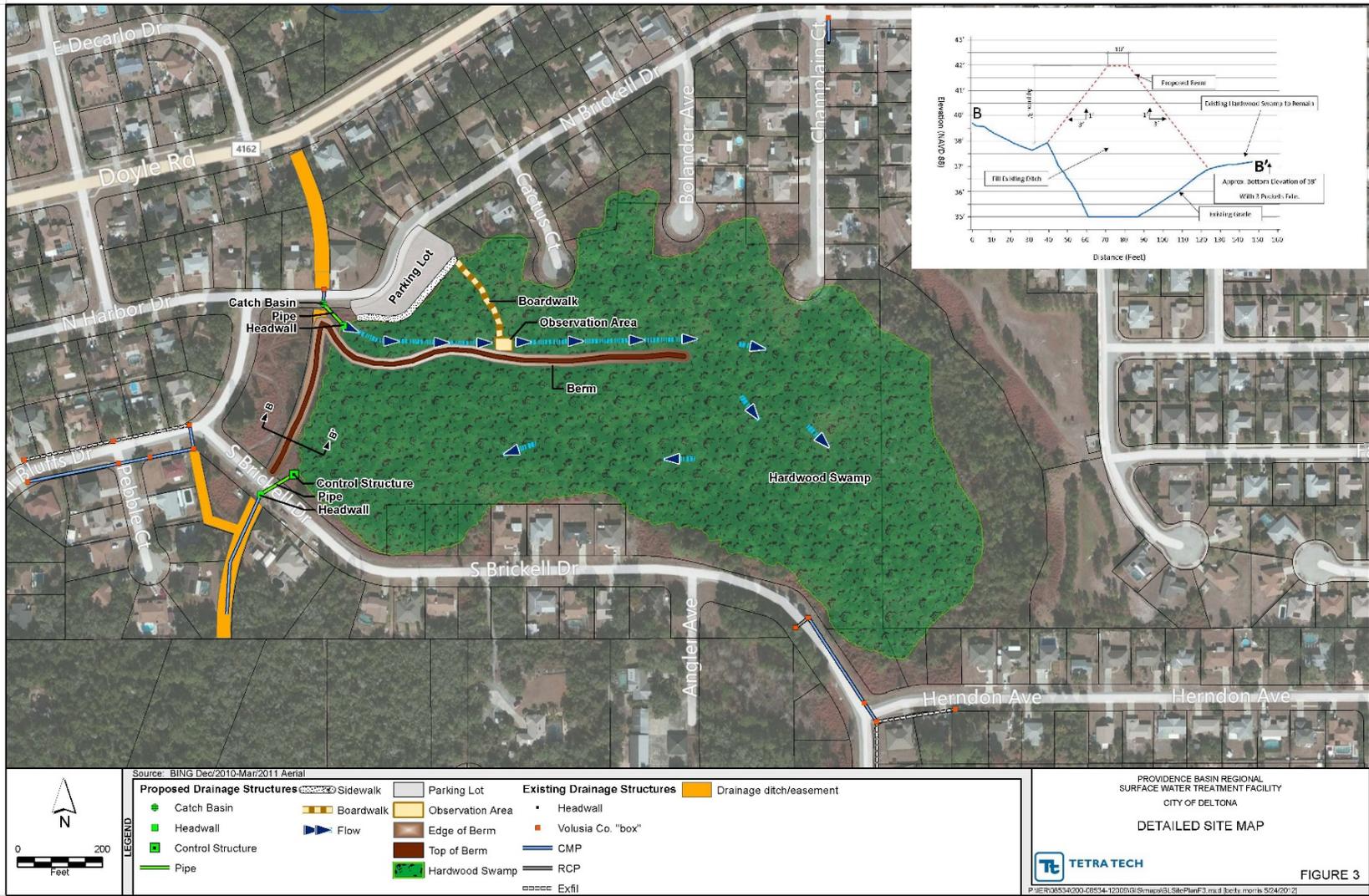
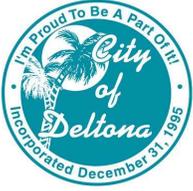


Figure 2





Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 8/1/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 11 - B

SUBJECT:

Consideration of Commissioner Herzberg's appointment to the Parks and Recreation Advisory Board. - Joyce Raftery, City Clerk's Office (386) 878-8502.

Strategic Goal: Internal and external communication.

LOCATION:

N/A

BACKGROUND:

Ms. O'Connor, Commissioner Herzberg's appointment resigned from the Parks and Recreation Advisory Board.

The City has run press releases, posted the openings on D-TV, the City's web page and bulletin boards. To date the City has received applications from the following individuals: Maribel Montanez and Gizelle Sierra.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

City Clerk's Department

STAFF RECOMMENDATION PRESENTED BY:

Joyce Raftery, City Clerk - That the Commissioner Herzberg select her appointment to the Parks and Recreation Advisory Board for the remainder of a term to expire December 31, 2017.

POTENTIAL MOTION:

"I move to confirm the Commission members' appointment for the remainder of a term to expire on December 31, 2017 to the Parks and Recreation Advisory Board."

City of Deltona, Florida
PARKS & RECREATION ADVISORY COMMITTEE

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Expiration</u>
Helen Dicks 3089 Boxelder Street Deltona, FL 32725 (386) 532-5897 Email: helenj@mpinet.net	Mayor Masiarczyk	12-14-15	12-31-17
Bernice Ludvick 180 Magnolia Woods Court Unit 18C Deltona, FL 32725 (386) 960-4888 H (386) 437-3070 W Email: ludvel@aol.com	Vice Mayor Nabicht (District 6)	12-13-10 12-12-11 Re-Apptd. 12-10-12 Re-Apptd. 12-16-13 Re-Apptd. 12-15-14 Re-Apptd. 12-14-15 Re-Apptd.	12-31-17
Michelle O'Connor 981 Halstead Street Deltona, FL 32725 (601) 608-8691 Email: msocomnorabe@gmail.com	Commissioner Herzberg (District 3)	12-14-15	12-31-17
Helen Pereira P.O. Box 390721 Deltona, FL 32739 (407) 272-5911 Email: Gloria-2-god@hotmail.com	Commissioner Honaker (District 1)	12-15-14 12-14-15 Re-Apptd.	12-31-17
Julio De Leon 882 Abby Terrace Deltona, FL 32725 (386) 860-3458 H (407) 730-0227 cell Email: juliodln@yahoo.com	Commissioner Schleicher (District 4)	12-13-10 12-12-11 Re-Apptd. 12-10-12 Re-Apptd. 12-16-13 Re-Apptd. 12-15-14 Re-Apptd. 12-14-15 Re-Apptd.	12-31-17
Nathan D. Johnson 1117 W. Seagate Drive Deltona, FL 32725 (386) 479-0571 H Email: melnatj@hotmail.com	Commissioner Smith (District 2)	12-10-12 12-16-13 Re-Apptd. 12-15-14 Re-Apptd. 12-14-15 Re-Apptd.	12-31-17
Lonnie Wilson 1279 Humphrey Boulevard Deltona, FL 32738 (386) 956-1504	Commissioner Soukup (District 5)	01-07-13 12-16-13 Re-Apptd. 12-15-14 Re-Apptd. 12-14-15 Re-Apptd.	12-31-17

City of Deltona, Florida
PARKS & RECREATION ADVISORY COMMITTEE

Email: lonnie1279@gmail.com

Staff Liaison:

Steve Moore

Parks and Recreation Director

2345 Providence Blvd.

Deltona, FL 32725

Phone: (386) 878-8902

Fax: (386) 878-8901

Email: smoore@deltonafl.gov

Karissa Green

From: Steve Moore
Sent: Tuesday, February 09, 2016 12:44 PM
To: Karissa Cook
Cc: Marlene Brown
Subject: FW: Letter of resignation

Follow Up Flag: Follow up
Flag Status: Completed

Karissa,

FYI.....

*Steve Moore
City of Deltona
Director, Parks, Recreation & Facilities Maintenance
2345 Providence Blvd.
Deltona, Fl. 32725
smoore@deltonafl.gov
386-878-8902*

From: michelle o'connor [<mailto:msoconnorabc@gmail.com>]
Sent: Tuesday, February 09, 2016 12:33 PM
To: Steve Moore <SMoore@deltonafl.gov>
Subject: Letter of resignation

This letter to inform you with great regret that I am going to have to resign from the City of Deltona Parks and Recreation Committee as of today February 9, 2016. Due to unforeseen financial responsibilities I have had to find a second job and I am unable to attend evening meetings and weekend obligations.

Thank you for the opportunity, Michelle Lee O'Connor

Received: May 3, 2016

Request From: Maribel M. Montañez
Email: maribelmontanez1@gmail.com
Source IP: 108.254.26.187

Address: 102 Heather LAne Drive
City: Deltona
State: FL
Zip: 32738
Phone: 407-538-2921
Alt Phone:
Fax:
Organization: Parks & Recreation Advisory Committee

Checkbox Choices

Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident

6 - 10 Years

What Commission district do you reside in?

District 6

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Davison Publishing, I've been employed for 5+ years, 258 Southhall Ln #300, Maitland, FL 32751

321-202-0606 International Account Manager - Media Sales Corrugated Industry.

Please summarize your work experience.

- Executing new trade / barter agreements with organizations and vendor.
- Renewing contracts with companies
- Ascertain new business for our corporation
- Contribute and maintain accounts with multi-million dollar companies

Received: May 3, 2016

- Sales Manager for E-Media and Marketing
- Assisting other Account Manager to acquiring new business leads
- Assist with overseeing account payable and receivables
- National travels, organizing events to present our product throughout the United State
- Collections

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Down Syndrome Association of Central Florida volunteer every years in support of my dear friend how's child if affected with the syndrome, American Cancer Society with my best friend Doctor Stefani Capone.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

Yes, Parks & Recreation Advisory Committee for a year

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I have pass experience working within the board, Business experience with multi culture individuals as our city is a melting pot.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

While I was apart of the committee I enjoyed every moment of it, and I was proud being able to volunteer my service to this wonderful City.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No, all my business is international.

Have you ever been convicted for violation of any federal, state, county, or municipal

Received: May 3, 2016

law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Liza Chinae, Business manager at Davison Publishing 321-202-0606

Christina Ingram Account Manager for Floors Direct 407-683-8478

Barbara Yoiris HR assistant Well Fargo 407-243-7250

Stefani Capone MD. Hematology Oncology for Florida Hospital 321-695-1501

Martin Arnaud VP Sales for Entravision Communication 407-832-1334

Additional Information or Comments

I just want to serve the City I love and try to be the best I can be as a loyal citizen of this beautiful City.

Received: July 13, 2016

Request From: Gizelle B. Sierra

Email: gizelle.sierra@gmail.com

Source IP: 71.43.161.122

Address: 1901 North Worthington Drive

City: Deltona

State: Florida

Zip: 32738

Phone: 386-216-8073

Alt Phone:

Fax:

Organization:

Checkbox Choices

Parks & Recreation Advisory Committee, Parks & Recreation Citizen Accessibility Advisory Sub-Committee,

Number of Years as a Deltona Resident

11 - 15 Years

What Commission district do you reside in?

District 4

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

I've worked as an administrative assistant at Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A., an intellectual property law firm, for the past three years. It is located at 255 South Orange Avenue, Orlando FL, 32801, and their number is (407) 841-2330.

Please summarize your work experience.

At ADDM&g, P.A., my primary responsibilities include updating client contact and docketing information; scanning and profiling files; organizing and maintaining filing cabinets; assisting with sending out correspondence; and assembling binders and materials for trial exhibits. I also assist with PowerPoint presentations, preparing spreadsheets, filling out forms, proofreading documents, and additional projects as assigned.

Received: July 13, 2016

I've also worked at Ross Stores, Inc. from July-December 2012 as a Retail Associate, and my main duties included serving as primary and backup cashier; maintaining and recovering floor departments; managing the fitting room and store phone calls; and assisting with organizing and clearing out the stock room.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

I am a volunteer for the American Red Cross and for Volunteer Volusia. More recently, I've helped an organization called Straight Street Orlando (SSO) with distributing food, drinks, and love for homeless friends in Downtown Orlando.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

I've never served on a committee or advisory board. However, I served as coverage supervisor for Pine Ridge High School's yearbook staff my senior year, in 2012, and I was a member since my sophomore year. So I have some familiarity with getting out there and finding out from people in local communities their opinions on issues and events and producing material in a way that presents this information for others to consider. As coverage supervisor specifically, I made sure the staff "covered" different aspects of Pine Ridge so as to prevent overlap and ensure that various and relevant components were addressed and included in the final book.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Presently, I'm pursuing a criminal justice minor as well as prerequisite coursework at the University of Central Florida for admission into the B.S.W., Bachelor of Social Work, program for Summer 2017. My current knowledge, skills, and experience however draws from personal experience as a park & recreational activity goer, as a friend of residents who are also park and recreational activity goers, from my time on yearbook staff in high school, and from my drive overall to make things better and provide more opportunity and positivity for the community.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I want to serve on the Parks & Recreation Advisory Committee or the Citizen Accessibility Advisory Sub-Committee because I would like to become more involved in my community in a capacity that could incite change. I would love to see people go outside and participate in the community also because when people participate more, they care more, and more residents caring about their community contributes to several aspects of positive development and civic engagement. It's not just my potential contribution, it's my friends, my brother's and my sister's friends, my friends' families, my

Received: July 13, 2016

family's friends, etc. who frequent Deltona's parks and other recreational activities, or who want to have somewhere to go or something to do, that could also have much to contribute. Personally, I would enjoy getting involved with the visual appearance of parks through seating/lounging, landscaping, and community art, as well as in varied methods of indoor/outdoor exercise and fitness.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Helga Brown, 255 South Orange Ave, Orlando FL, (407)841-2330

Anthony Brito, 1003 Harley Strickland Blvd, Orange City FL, (386)775-1558

Paula Gallego, New York, (718)416-5592

Additional Information or Comments

I would like to know more about what my role would be in the Parks & Recreation Committee and what's expected in my membership, if chosen.