

- C. **Presentation - Traveling Trophy from the American Lung Association's Fight for Air Climb - 1st Place - Overall Firefighter Award for Best Times and Highest Fundraising 2013.**
- D. **Presentation of Certificates of Recognition and Thanks, to the student artists who created the "Think Before You Throw" posters, to help spread the awareness of keeping Deltona clean.**

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

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

7. **CONSENT AGENDA:**

- *A. **Request for approval to purchase radios piggybacking Volusia County's Agreement with Communications International.**
- *B. **Request for approval to award Bid # PW 14-01, Doyle Road 16" Water Main Improvements.**
- *C. **Request for approval of budget amendment to replace the old LED welcome signs, located at Howland and Saxon Boulevards.**
- *D. **Request for approval to submit the Program Year (PY) 2012/2013 CDBG Consolidated Annual Performance and Evaluation Report (CAPER).**

8. **ORDINANCES AND PUBLIC HEARINGS:**

- A. **Public Hearing - Resolution No. 2013-34, Proposed Vacation of the 2nd Addition to the Carnell Subdivision Plat.**
- B. **Resolution No. 2013-35, approving the sale of vacant City land located near the corner of Saxon Boulevard and Finland Drive.**

9. **OLD BUSINESS:**

10. **NEW BUSINESS:**

- A. **Consideration of appointment of one (1) member to the Firefighters' Pension Plan, Board of Trustees.**
- B. **Consideration of appointment of seven (7) members to the Parks and Recreation Advisory Committee.**

- C. Request for consideration from Alex Hoffman for a reduction of fine from \$10,000.00 assessed pursuant to Special Magistrate Case DEL-08-092.**
- D. Request for approval of Mr. Denny's proposed City Manager employment agreement.**

11. CITY ATTORNEY COMMENTS:

12. CITY MANAGER COMMENTS:

- A. Lobbyist Update**

13. CITY COMMISSION COMMENTS:

14. ADJOURNMENT:

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

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



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A

SUBJECT: Invocation Presented by Commissioner Schleicher - Reverend Caroline Shine from the Greater Faith AME Church.

LOCATION:

N/A

BACKGROUND:

At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor.

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Invocation Only.

POTENTIAL MOTION:

N/A - Invocation Only.

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of November 18, 2013.

LOCATION:	N/A
BACKGROUND:	N/A
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of November 18, 2013.
POTENTIAL MOTION:	"I move to approve the minutes of the Regular City Commission Meeting of November 18, 2013."
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• RCM Minutes 11-18-2013

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, NOVEMBER 18, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, November 18, 2013 at the
2 City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

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

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

7
8 **2. ROLL CALL:**

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

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

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

27
28 Invocation Presented by Commissioner Herzberg – Nick Pizza, from Nick Pizza Incorporated.

29
30 The National Anthem was sung by the Deltona High School Choir.

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

33
34 **A. Minutes:**

35
36 **1. Approval of Minutes – Regular City Commission Meeting of November 4, 2013.**

37
38 **Motion by Commissioner Schleicher, seconded by Commissioner Nabicht to approve the minutes**
39 **of the Regular City Commission Meeting of November 4, 2013.**

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

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

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

48
49 **A. Certificate of Recognition – City of Deltona StormReady Community Recognition.**

1 Mayor Masiarczyk and Scott Sprat from the National Weather Service, New Smyrna Division,
 2 presented the Certificate of Recognition to Deputy Fire Chief Rogers.

3
 4 **B. Proclamation - National Hospice/Palliative Care Month, November 2013.**

5
 6 Mayor Masiarczyk presented the proclamation to Chris Van Singel from Haven Hospice.

7
 8 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

9
 10 a) Doug Mac Donald, 1179 Balfour Drive, discussed the City’s sign ordinance, an issue with a
 11 local business’ “Toys for Tots” sign, the Toys for Tots program which works all over the country, the
 12 decision not to allow businesses to display Toys for Tots signs sending a negative and harmful message
 13 about Deltona, and -being for amending the sign ordinance or allowing an exemption to businesses who
 14 display a Toys for Tots sign.

15
 16 b) Vincenzo A. Scorpio (Vinny), 494 Eldron Avenue, stated -he has been conducting business in
 17 Deltona for 12 years, he has received a total of eight (8) ordinance violations over the 12 years, six (6)
 18 for sign violations, the sign ordinance versus public safety, Deltona’s ordinances needing to be
 19 revisited, the sign ordinance being worded to be more business friendly and he is for amending the sign
 20 ordinance.

21
 22 Commissioner Barnaby stated he has previously mentioned his concerns about the negative publicity
 23 that some of the City ordinances are projecting about Deltona and he suggested that ordinance revisions
 24 be added to a future Workshop agenda.

25
 26 c) Jody Storozuk, 1811 Pennington Avenue, stated that his fiancée’s business Happy Tails was
 27 cited for having an unauthorized Toys for Tots sign in front of their business, that Toys for Tots is a
 28 recognized charity that provides gifts to the children of struggling families, that the Toy for Tots sign
 29 falls under the “Exemption” portion of the ordinance due to its Holiday message and because Toys for
 30 Tots is a non-profit organization, that the Code Enforcement officer needs refresher training on the sign
 31 ordinance, that the Code Enforcement officer falsified information in his report, Critters Pub was turned
 32 down by the City when they applied for a permit to display a Toys for Tots sign, that he does not feel
 33 the City is making efforts to correct the ordinance, that small businesses make everything in the City
 34 possible, and that Toys for Tots is a worthy cause; he is for amending the sign ordinance.

35
 36 d) Jude Charles, 1372 Valhalla Street, read a letter from Pastor Benjamin Stillwell-Hernandez,
 37 Lead Pastor at Pine Ridge Fellowship concerning the history of Community Life Center Outreach
 38 Service, services offered to neighbors in need, partnering with multiple service providers and
 39 businesses, researching a grants program for those in need, and ask the City of Deltona to assist in any
 40 way they can to revitalize the efforts of Community Life Center. Mayor Masiarczyk stated that the
 41 Commission will have staff look into the situation and get back to Pastor Stillwell-Hernandez.

42
 43 e) Susan Armon, 3140 Cabot Court, stated she was speaking in support of Happy Tails pet
 44 grooming in regards to the sign ordinance and the violation issued to Happy Tails, both of which reflect
 45 a negative image on Deltona, more serious ordinance violations occurring in the City that Code
 46 Enforcement officers could be taking care, Toys for Tots being a Nationally recognized organization
 47 that helps children, and she feels the Code Enforcement department is selective in their enforcement of
 48 ordinances; she is for amending the sign ordinance or allowing an exemption to businesses who display
 49 a Toys for Tots sign.

1
2 f) Michael Williams, 2889 Cottage Grove Street, stated he had previously spoke to the
3 Commission concerning the 2014 Martin Luther King (MLK) celebration breakfast, during the
4 breakfast individuals are awarded the "Gus James Dowel" humanitarian award, and if anyone wants to
5 nominate a group or individual for the award who are doing things to make a positive difference in the
6 community to please contact the MLK committee.

7
8 Commissioner Herzberg stated during the sign ordinance review and revision process the Commission
9 concurred not to allow any exception to the "snipe" signs, every City having unique or special occasions
10 or events, and the ordinance needing to be revisited to allow some type of permitting with a designated
11 time frame and reason for businesses and charities to display certain types of signs. She encouraged
12 business owners and residents to attend Commission meetings and provide their input.

13
14 Commissioner Nabicht stated a local business wanting to display a sign needs to get with City staff and
15 follow the process to apply for a sign permit, and before the Commission discusses the sign ordinance at
16 a Workshop that staff needs to contact representatives of the business community to obtain their input,
17 the ordinance needs to be completely rewritten, and that it is very cumbersome and hard to understand
18 even for staff that are administering it.

19
20 Vice Mayor Denizac stated the Commission has been talking about the sign ordinance since 2005, there
21 have been numerous debates and Workshops trying to change and improve the sign ordinance, but
22 without public input the Commission has to rely solely on staff's input. She stated the Commission has
23 tried providing various Workshop dates and times to make it possible for residents to come and speak
24 about the sign ordinance, residents needing to attend Commission meetings and voice their concerns,
25 staff having to enforce the City's ordinances as written, and if people are not happy with an ordinance
26 they should exercise their freedom of speech by attending a Commission meeting.

27
28 Commissioner Barnaby stated the City has a public relations issue with the Code Enforcement
29 Department and that the Acting City Manager, Code Enforcement Director and Code Enforcement staff
30 should have a meeting to discuss communication techniques and the way the Code Officers treat and
31 address residents, and the City needing to fix the sign ordinance to make a better Deltona.

32
33 Commissioner Schleicher concurred that Toys for Tots is a good organization, rules and regulations
34 needing to be followed, her recommendation to establish a board made up of community members to
35 review City ordinances, and she asked for comments from the Acting City Manager. Mr. Denny replied
36 that whether staff agrees or disagrees with an ordinance it enforces the policies that the Commission
37 sets, staff enforces the sign ordinance to the best of its ability, if anyone has a problem with a code to
38 bring it forward to be reviewed and possible changes could be made, but that staff has to enforce
39 ordinances as they are written or they can be terminated for not doing their job, and he suggested sitting
40 down at a Workshop and changing the code.

41
42 Vice Mayor Denizac stated she always likes to hear both sides of an issue, staff is assigned the task of
43 enforcing ordinances that are passed by the Commission, the Commission sets policy in the City, and
44 that too often Code Enforcement gets blamed for the policy that was set, but if the Commission wants to
45 make improvements and changes to the code the time to talk about it is during the budget process.

46
47 Commissioner Lowry asked Mr. Baker if this type of situation is one that a lot of businesses in the City
48 are having a problem with, and if there was a way to give relief to the businesses that have already been
49 cited. Mr. Baker replied the citations for the previously mentioned businesses had been sent to the

1 Volusia County Clerk of the Court and the only relief that can be given is by the judge. He stated the
2 issue is about illegal “snipe” signs, not the Toys for Tots organization, at previous Workshops it was
3 mentioned that one of the concerns from businesses is limiting their ability to advertise, but the
4 Commission concurred not to allow “snipe” signs, and that Code Enforcement is just enforcing the
5 ordinance.

6
7 Mayor Masiarczyk stated many times individuals perceive and interpret ordinances differently, he has
8 been involved with Toys for Tots for years and would not intentionally do anything to negatively reflect
9 on the Toys for Tots program or the United States Marine Corps. He stated as a combined group the
10 Commission can make changes to the ordinance, and that there has been enough interest voiced
11 concerning the ordinance to warrant the Commission to move forward with scheduling the topic for a
12 Workshop agenda.

13
14 **7. CONSENT AGENDA:**

15
16 Mayor Masiarczyk read the title of each item on the Consent Agenda.

17
18 Commissioner Nabicht requested to pull Consent Agenda Item 7-D.

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

21
22 **Motion by Commissioner Herzberg, seconded by Commissioner Schleicher to approve Consent**
23 **Agenda Items 7-A through 7- C.**

24
25 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
26 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
27 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

28
29 ***A. Request for approval of Final Budget Amendment/Transfer for FY 2012/2013.**

30
31 **Approved by Consent Agenda – to approve a budget transfer of \$100,000 from the Parks and**
32 **Recreation FY 2012 / 2013 budget to the City Manager FY 2012 / 2013 budget and to transfer**
33 **\$6,000 from the Parks and Recreation FY 2012 / 2013 budget to the City Commission FY 2012**
34 **/ 2013 budget.**

35
36 ***B. Request for approval to piggyback Volusia County's Price Agreement with Ferguson**
37 **Waterworks for drainage materials and supplies - Stormwater Division.**

38
39 **Approved by Consent Agenda – to approve using Ferguson Waterworks piggybacking the**
40 **Volusia County Price Agreement for drainage materials and supplies for an initial period**
41 **through September 30, 2014 and renewing annually if funding is appropriated for each**
42 **renewal period in accordance with the Volusia County Price Agreement.**

43
44 ***C. Request for approval to piggyback the City of Cocoa's pricing agreement with Flowers**
45 **Chemical Lab for Laboratory Services.**

46
47 **Approved by Consent Agenda – to approve using Flowers Chemical Laboratories piggybacking**
48 **the City of Cocoa pricing agreement # B-11-11-COC for laboratory services for an initial period**
49 **through September 30, 2014 and renewing annually if funding is appropriated for each renewal**
50 **period in accordance with the City of Cocoa pricing agreement.**

1 **D. Request for approval of RFP#14002 for General Contractors for NSP 1 and 3**
 2 **Programs.**

3
 4 Commissioner Nabicht asked if all the general contractors were local and if every effort was made to
 5 hire local contractors, and Mr. Bowley replied that “no” not all the contractors are from the local area,
 6 but every effort was made to hire local contractors.
 7

8 Commissioner Nabicht asked if the City requires or requests that general contractors hire from the
 9 trades that have an apprentice program, and Mr. Bowley replied the contractors are supposed to be
 10 conforming with HUD, Section III, Hiring and Vicinity Hiring, and the City has not required
 11 contractors to be affiliated with DSC construction program and get an apprenticeship process started in
 12 the past, but that the City could recommend it and he is sure the contractors would be open to the
 13 suggestion.
 14

15 Commissioner Nabicht stated that he would like to see the City consider whenever hiring trades to look
 16 at contractors who utilize an apprenticeship program.
 17

18 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry to approve Consent**
 19 **Agenda Item 7-D.**

20
 21 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.
 22

23 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 24 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 25 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**
 26

27 **8. ORDINANCES AND PUBLIC HEARINGS:**
 28

29 **A. Public Hearing - Ordinance No. 15-2013, amendment to the Deltona Landings BPUD**
 30 **(RZ 13-006/Applicant: Goodwill Industries), at second and final reading.**
 31

32 Mayor Masiarczyk opened the public hearing.
 33

34 Shannon Hoagland, Attorney for Goodwill Industries of Central Florida, Inc., stated she believes she
 35 had previously answered all of the Commission’s questions but would be more than happy to
 36 address any other concerns.
 37

38 Commissioner Barnaby voiced concerns over the unsightly area at the back of the Orange City
 39 Goodwill store and how items are left out in the back of the store. He asked if there were any
 40 guarantees that the Doyle Road Goodwill store location would not have the same issue and what
 41 Goodwill’s plans were for how long items that are dropped off would be left outside, if most of the
 42 drop-off boxes would be inside the building, and the drop off monitoring plan for the rear of the
 43 building. Ms. Hoagland replied after opening the Orange City store it was brought to the staff’s
 44 attention that the outside area was not being maintained to City standards, the Goodwill management
 45 immediately provided training to the employees, since that time there has been no further issue,
 46 drop-off points are monitored by management on a daily basis, there are “No Dropping Off” after
 47 hour signs posted, there being a new out front location policy for donation drop-off points, the stores
 48 being monitored with video cameras, and are open seven (7) days a week.
 49

1 Commissioner Herzberg stated the Goodwill location is in her District, the building is a former bank
2 with a drive through in the back, and that she has concerns about the dumping of large items in the
3 secluded drive through area, and Ms. Hoagland replied the intent is to use the double doors out front,
4 and in the future maybe installing sliding double doors at the drive through, and that at the first sign
5 of any trouble staff immediately turns on the monitors that have audio to warn violators that they
6 have been recorded illegally dumping.

7
8 Commissioner Herzberg stated Waste Pro does pick up large items from residents and that the City
9 needs to make residents aware of this.

10
11 Commissioner Nabicht stated he drives by of the back Orange City Goodwill store at least five (5)
12 times per week, the establishment is probably the cleanest business in the shopping center, and he
13 commended Goodwill Industries for its high level of cleanliness.

14
15 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to adopt Ordinance**
16 **No. 15-2013, to include the Conditions of Approval listed in the staff report, at second and final**
17 **reading.**

18
19 Mayor Masiarczyk closed the public hearing.

20
21 City Attorney Becky Vose read the title of Ordinance No. 15-2013.

22
23 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AN ORDINANCE OF THE CITY**
24 **OF DELTONA, FLORIDA, AMENDING THE DELTONA LANDINGS BUSINESS**
25 **PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE FOLLOWING PARCEL:**
26 **LOT 2, DELTONA LANDINGS, MAP BOOK 46, PAGES 167-168, PER ORDINANCE**
27 **BOOK 6647, PAGE 0646, PER ORDINANCE BOOK 6668, PAGES 2642-2644, LOCATED**
28 **AT 901 DOYLE ROAD TOTALING APPROXIMATELY ±0.84 ACRES; PROVIDING FOR**
29 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

34
35 Ordinance No. 15-2013 was adopted at second and final reading at 7:39 p.m.

36
37 **B. Public Hearing - Ordinance No. 16-2013, amending Section 46-26, Definitions;**
38 **amending Section 46-27, Participation – Conditions of Eligibility; amending Section 46-29,**
39 **Finances and Fund Management; amending Section 46-34, Preretirement Death; and**
40 **amending Section 46-43, Maximum Pension, at second and final reading.**

41
42 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

43
44 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry to adopt Ordinance No.**
45 **16-2013 at second and final reading.**

46
47 City Attorney Becky Vose read the title of Ordinance No. 16-2013.

1 AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 46,
 2 ARTICLE II, FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES OF
 3 THE CITY OF DELTONA BY AMENDING SECTION 46-26, DEFINITIONS; AMENDING
 4 SECTION 46-27, PARTICIPATION – CONDITIONS OF ELIGIBILITY; AMENDING
 5 SECTION 46-29, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 46-34,
 6 PRE-RETIREMENT DEATH; PROVIDING FOR PROVISIONS; REPEALING ALL
 7 ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

8
 9 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;
 10 Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;
 11 Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

12
 13 Ordinance No. 16-2013 was adopted at second and final reading at 7:44 p.m.

14
 15 **9. OLD BUSINESS:** None.

16
 17 **10. NEW BUSINESS:**

18
 19 **A. Request for approval to execute Cost Share Agreement with the St. Johns River Water
 20 Management District for the Reclaimed Water Pumping and Storage Expansion project.**

21
 22 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

23
 24 **Motion by Commissioner Schleicher, seconded by Commissioner Herzberg to approve and
 25 execute the Cost Share Agreement with the St. Johns River Water Management District for
 26 the Reclaimed Pumping and Storage Expansion project.**

27
 28 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;
 29 Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;
 30 Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

31
 32 **B. Selection of Vice Mayor.**

33
 34 **Motion by Commissioner Schleicher, seconded by Commissioner Nabicht to select Commissioner
 35 Herzberg as Vice Mayor for the next year.**

36
 37 Commissioner Lowry stated he would like to see the Commission continue the policy of the Vice
 38 Mayor serving two (2) years.

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

41
 42 **Motion passed with members voting as follows:**

43
 44 **Commissioner Barnaby For**
 45 **Commissioner Herzberg For**
 46 **Commissioner Lowry Against**
 47 **Commissioner Nabicht For**
 48 **Commissioner Schleicher For**
 49 **Vice Mayor Denizac For**
 50 **Mayor Masiarczyk For**

1 Mayor Masiarczyk asked Commissioner Lowry if he would like to reconsider his vote, and
2 Commissioner Lowry replied “yes”, that he changes his vote in favor of Commissioner Heidi Herzberg
3 as Vice Mayor making it a unanimous vote.
4

5 Mayor Masiarczyk congratulated and welcomed Commissioner Herzberg as the new Vice Mayor for
6 Deltona, and he thanked Vice Mayor Denizac for all she has done for him and for the City of Deltona.
7

8 Vice Mayor Herzberg thanked former Vice Mayor Denizac for her tenure, for being awesome and
9 wonderful, she appreciates the great job she has done, she thanked her for her service as Vice Mayor,
10 and that it will be big shoes for her to follow.
11

12 **11. CITY ATTORNEY COMMENTS:**
13

14 Mrs. Vose stated that the City won the Lawhun verses City of Deltona case.
15

16 **12. ACTING CITY MANAGER COMMENTS:**
17

18 Acting City Manager Dave Denny stated he wanted to discuss the collection boxes that were
19 springing up all over Deltona, and passed out photos of some of the boxes to the Commission.
20

21 Mayor Masiarczyk stated the boxes are springing up everywhere, they are in disrepair, are not being
22 maintained, that everyone works with non-profits, Deltona becoming a donor City, he questioned if
23 any of these charities pay anything back to Deltona in services, that there is not a code addressing
24 the boxes, and the Commission needs to look at regulating the boxes.
25

26 Commissioner Nabicht stated his issue is with public safety and the boxes needing to be placed in a
27 secure manner, and the building code possibly stating that the boxes need to be secured which would
28 require a permit to be issued to the property owner.
29

30 Mr. Denny stated the City is starting to get complaints from residents, the situation is not covered by
31 code, but he believes that through the building permit process the City can address where the boxes
32 are placed on the property and how they are secured.
33

34 **After discussion, the Commission concurred to have staff look into the situation and “notice”**
35 **the box owners that the issue is being looked into.**
36

37 Mr. Denny stated on Monday, November 25, 2013 there is a Workshop to discuss the direction the
38 City wants to give the lobbyist, the Commission should come prepared with their input, and that a
39 member of the selected lobbyist team will be at the meeting to assist and guide the Commission and
40 staff through the process.
41

42 **After discussion, the Commission concurred that the lobbyist team would facilitate the**
43 **November 25, 2013 Workshop.**
44

45 Mr. Denny stated that on Thursday, November 21, 2013, at 4:00 p.m. would be the Fire Department
46 pinning ceremony in the Chambers, and followed by the VCSO event in Daytona Beach at 5:00 p.m.
47
48

1 **13. CITY COMMISSION COMMENTS:**

2
3 a) Commissioner Lowry stated the Veterans Day celebration at the Deltona Veterans Museum was
4 a great event.

5
6 b) Commissioner Schleicher stated the Deltona Business Forum went well, she heard a lot of great
7 comments about Deltona's first Arts and Crafts Festival, and she wished everyone a very wonderful
8 Thanksgiving.

9
10 c) Commissioner Nabicht stated the Commission should consider making it a policy that whenever
11 possible, staff is to meet with individuals that are affected by an ordinance before putting the issue on a
12 Workshop agenda.

13
14 d) Vice Mayor Herzberg stated the business forum was really great, that one of the topics at the
15 forum should have been the sign ordinance, the West Volusia Round Table on Saturday was a great and
16 successful meeting where elected officials got to share ideas and discuss what other cities are doing.
17 Last Thursday, November 14, 2013 she attended STEM (Science, Technology, Engineering and Math)
18 Day at Deltona Middle School, the school had experts from areas like NASA and a female Drag car
19 racer, and that it was a very great event for the children.

20
21 e) Commissioner Barnaby stated the highlight of his week was attending the Central Florida
22 Pregnancy Center's Annual Fundraising Banquet on November 15, 2013, that he was struck by the
23 statistics given by the guest speaker, concerning rights that are given to all Americans, one being "life",
24 and the right to life, that so many unborn children are slaughtered before they can enjoy life, that over
25 50% of all abortions are carried out in the African American community, and being disappointed that
26 there were not more African American community leaders at the banquet. He stated it is sad to see that
27 in a Nation where we are so very protective of our animals and pets, that we are so terribly negligent at
28 protecting our unborn children, everyone being created equal and he would love to see Deltona do more
29 to support the Central Florida Pregnancy Center and help expectant mothers to bring children to full
30 term, for adoption purposes, and more importantly to save the life of an unborn child.

31
32 f) Former Vice Mayor Denizac stated that for those individuals who would like to donate to the
33 Yessenia Suarez and kids fund to stop by any Volusia County TD Bank to make a donation, that the
34 Suarez family members take care of all the volunteers who help in the search process by providing food
35 and drinks, and she reached out to the churches and residents to donate, and assist the family where
36 possible. She also asked about the status of, and wanted to make sure that the City was moving forward
37 with, the Waverly Media audit. Mrs. Vose replied that the attorney for Waverly Media has provided the
38 name of the Certified Public Accountant (CPA) who would be working on the audit and the Finance
39 Department would be conducting the review of the audit. Mr. Denny stated Finance Director, Robert
40 Clinger informed him just before the Commission meeting that the audit should be finished in about two
41 (2) weeks.

42
43 g) Former Vice Mayor Denizac stated she had previously made a recommendation that Deltona
44 establish a City management "For the Record" communication policy and she would like staff to move
45 forward with initiating the policy.

1 h) Mayor Masiarczyk stated that Deltona's first Arts and Crafts Festival was an outstanding
2 success, when the Commission reviews the sign ordinance the focus should be on making the ordinance
3 simple with a user friendly permitting process, the Commission decided the organization displaying the
4 sign is irrelevant that the Commission does not want any "snipe" signs in the City, staff has just been
5 enforcing the Commission's decision, interpretations of ordinances vary even among staff, the
6 Commission needing to be very clear in their verbiage and intent when deciding on what goes in an
7 ordinance, and the ordinance needing to be less wordy and more specific. He wished everyone a very
8 happy Thanksgiving, that he also attended the Central Florida Pregnancy Center's Annual Fundraising
9 Banquet, and he encouraged the Commission to support local agencies who are trying to make it on
10 their own by attending fund raising events.

11
12 **14. ADJOURNMENT:**

13
14 There being no further business, the meeting adjourned at 8:10 p.m.
15
16
17
18
19

20 _____
John Masiarczyk Sr., Mayor

21 **ATTEST:**

22
23
24 _____
25 **Mitch Honaker, Deputy City Clerk**



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - A
SUBJECT: Presentation - Super Star Student of the Month Certificates for November 2013.

LOCATION:

N/A

BACKGROUND:

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

1. Deltona Lakes Elementary, Jaiah Beigali, 3rd Grade
2. Discovery Elementary, Emily Dees, 3rd Grade
3. Enterprise Elementary, Isabella Vaught, 4th Grade
4. Friendship Elementary, Rave' Ransaw, 5th Grade
5. Pride Elementary, Teresa Norton, 5th Grade
6. Spirit Elementary, Nicolas Santiago, 4th Grade
7. Sunrise Elementary, Grant Smith, 3rd Grade
8. Timbercrest Elementary, Logan Barnes, 1st Grade
9. Deltona Middle, Alexandra Hernandez, 7th Grade
10. Heritage Middle, Rowyn Willis, 8th Grade
11. Deltona High, Darious Wilson, 12th Grade
12. Pine Ridge High, Samantha Slaven, 12th Grade

ORIGINATING DEPARTMENT:

Deputy City Manager

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

POTENTIAL

MOTION:

N/A - Presentation Only.

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Student Achievements

Super Star Students Read File – November 2013, presented on December 16, 2013.

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Ms. Broughton	Deltona Lakes Elementary	Jaiah Beigali	3rd	<p>Jaiah Beigali, a 3rd grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Responsibility; her homework is done every night and her classwork is always neat and turned in on time. • Politeness; she has great manners and is very respectful. • Striving for excellence; Jaiah is always trying her best and never gives up, making sure she asks for extra help when necessary.
Mrs. Reese	Discovery Elementary	Emily Dees	3rd	<p>Emily Dees, a 3rd grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence; she has outstanding grades. • She is always willing to lend a helping hand with a smiling face. • Emily sets high goals for herself in Reading.
Mr. Brad Culpepper	Enterprise Elementary	Isabella Vaught	4th	<p>Isabella Vaught, a 4th grade student from Enterprise Elementary, is receiving a Super Star Certificate for being:</p> <ul style="list-style-type: none"> • A National Honor Society Member. • Isabella shows integrity by acting accordingly to what's right or wrong. • She is caring and kind to others. • Isabella always does her personal best.

Tanya Pohl	Friendship Elementary	Rave' (pronounced Rah-Vay) Ransaw	5th	<p>Rave' Ransaw, a 5th grade student from Friendship Elementary, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Community service: Rave' is a peer helper and outstanding citizen at school, and enjoys church activities with her family. • Scholarship: She is on the Honor Roll and puts forth her very best efforts at school. • Responsibility: Rave' offers to help others in class and also the Extended Day program.
Mr. Churms	Pride Elementary	Teresa Norton	5th	<p>Teresa Norton, 5th grade student from Pride Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Showing responsibility as a Safety Patrol; always doing her job well. • Showing caring. Teresa helps others with projects in Art Club. • She is respectful and has the ability to be a role model by always using her best manners no matter what the situation in. • Teresa has set goals for herself and achieves her goals.
Ms. Hulsman & Ms. Vaganek	Spirit Elementary	Nicolas Santiago	4th	<p>Nicolas Santiago, a 4th grade student from Spirit Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Being a great student and role model for his peers. • Volunteering to work with our special needs Pre-K students by being a book buddy twice a week. • Nicolas makes it possible for one of the students to sit and attend to a story when that student couldn't even come to the carpet for book time when school started. • Our classroom theme is 'Improving Ourselves and the World One "Spot" at a Time' and Nicolas is doing that each day.

Mrs. Konieczny	Sunrise Elementary	Grant Smith	3rd	<p>Grant Smith, a 3rd grade student from Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Maintaining A's and B's in all areas. • He is a good leader in the classroom. • Grant is always willing to help others. • He is a good example and role model to others in the classroom.
Amoroso Sobol	Timbercrest Elementary	Logan Barnes	1st	<p>Logan Barnes, a 1st grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Excellent academics. • He is trustworthy and always willing to help others as well as his teachers. • Logan is a positive role model and friend, always smiling and happy.
Mrs. Vallone	Deltona Middle	Alexandra Hernandez	7th	<p>Alexandra Hernandez , a 7th grade student from Deltona Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence. Alexandra demonstrates a strong work ethic at school. She is an AVID student enrolled in three advanced classes. For the first marking period, she was an honor roll student with a GPA of 3.71. • She is a role model for her peers both at school and in the community. She won the ALPA Award at her church, Deltona Alliance. She memorized bible verses and helped with the children's church. • Alexandra speaks both English and Spanish, loves to play soccer, and participates in the after-school math club Cyber Mission.

Mrs. Dempsey	Heritage Middle	Rowyn Willis	8th	<p>Rowyn Willis, a 8th grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Being a gifted writer who is conscientious of her grades and strives for perfection in all that she does. • Not only completing all homework and class work, but her willingness to give up her lunch time when she does not understand or struggles with an assignment, content, or a piece of curriculum. • Rowyn is a role model to her classmates and also is an all-around fun student to have in class.
Ms. Farrah Johnson	Deltona High	Darius Wilson	12th	<p>Darius Wilson, a 12th grade student from Deltona High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Seeing a need this summer with the school's FFA land lab and willingly filled the need. Darius organized numerous farm clean ups and worked with the members with animal projects. • Darius plans to continue farm clean ups through the school year to offer community service to FFA members. His willingness to step up and take on a responsibility makes him a super star. • He was chosen by faculty and staff as the Citizen of the Month for September.
Mrs. Ray & Mrs. Grebosz	Pine Ridge High	Samantha Slaven	12th	<p>Samantha Slaven, a 12th grade student from Pine Ridge High School is receiving a Super Star certificate for :</p> <ul style="list-style-type: none"> • Leading the Varsity Cheerleading team by setting a positive example and pushing the team to excellence. • Serving as Senior Class president and ensuring her classmates voices are heard. • Balancing all of her academics and extra-curricular responsibilities with a smile.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Presentation - Deltona triathlete Eric Graveling.

LOCATION:	N/A
BACKGROUND:	Eric Graveling, a Deltona resident, won the first ultra-distance race at the 22nd annual Great Floridian Triathlon. Eric won the race in 10 hours, 23 minutes, and 28 seconds. The race, which had about 160 competitors, is a 2.4-mile swim, 112-mile bicycle, and a 26.2-mile run filled with challenging hills as well as very warm weather.
ORIGINATING DEPARTMENT:	Deputy City Manager
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	N/A - Presentation Only.
POTENTIAL MOTION:	N/A - Presentation Only.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Certificate of Recognition• Deltona triathlete wins first ultra-distance race article

City of Deltona Certificate of Recognition



Presented to

Eric Graveling

*In recognition of winning the 22nd Annual
Great Floridian Triathlon.*

December 16, 2013

John Masiarczyk, Mayor

GREAT FLORIDIAN TRIATHLON

Deltona triathlete wins first ultra-distance race

By JOE WILLIAMS
Staff Writer

CLERMONT — Immediately after crossing the finish line with a victory at Saturday's 22nd annual Great Floridian Triathlon, Deltona's Eric Graveling twice pumped his fist into the air.

"The closest I have been to being this emotional was when I finished my first marathon [the Walt Disney World Marathon in January 2012]," said Graveling, 32, who had a time of 10 hours,

23 minutes, 28 seconds. "This is the first [ultra-] distance triathlon I have done and to win is pretty exciting. I have done well over the last year in smaller races, Olympic distance events, so I was confident coming into the race."

The race, which had about 160 competitors, is a 2.4-mile swim, 102-mile bicycle and 26.2-mile run filled with challenging hills, complicated by one of the warmest days in the history of the event. Temperatures

were in the upper-80s through the race.

Jenny Albrecht, 37, a firefighter from Mobile, Ala., won the women's championship with a time of 11:38:24, more than four hours faster than the 15:48 she ran in last year's race while fighting through dehydration and nutrition issues.

"I had to come back and redeem myself after last year," said Albrecht, who captured her second ultra-distance triathlon title this

year. "I was cramping so bad last year, it took me several hours to do the run."

This year it took her just over four hours for the run.

She finished eighth overall, just behind training partner Sean Hyton, 42.

Graveling led most of the way, but his day wasn't without challenges.

After being first out of the water following the swim, he was led off course by the lead car for about 6 minutes during the bicycle leg. He eventually got back on

course and raced his way back into second place before suffering a flat tire. He got the flat fixed and regained the lead entering the run. Then he was brought to a stop two miles into the run with leg cramps before fighting his way to the finish line.

Despite his problems, he still won with a 35-minute cushion.

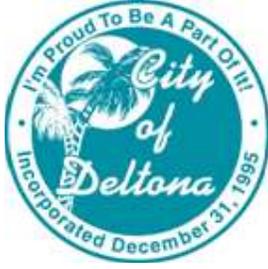
Norbert Hostermann, 46, of Dresteinfurt, Germany, finished second in a time of 10:58:40.

For Williams@tribune.com or
352-742-3921

Great Floridian Triathlon
at Waterfront Park, Clermont
Saturday's results

Men
1. Eric Graveling, Deltona, 10 hours, 23 minutes, 28 seconds
2. Sean Hyton, Clermont, 11:00:00
3. Mark Dumas, Lake Park, Fla., 11:25:00
4. Mark Dumas, Lake Park, Fla., 11:25:00
5. Mark Dumas, Lake Park, Fla., 11:25:00
6. Mark Dumas, Lake Park, Fla., 11:25:00
7. Mark Dumas, Lake Park, Fla., 11:25:00
8. Mark Dumas, Lake Park, Fla., 11:25:00

Women
1. Jenny Albrecht, Mobile, Ala., 11:38:24
2. Norbert Hostermann, Germany, 12:58:40
3. Norbert Hostermann, Germany, 12:58:40
4. Norbert Hostermann, Germany, 12:58:40
5. Norbert Hostermann, Germany, 12:58:40
6. Norbert Hostermann, Germany, 12:58:40
7. Norbert Hostermann, Germany, 12:58:40
8. Norbert Hostermann, Germany, 12:58:40



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - C

SUBJECT: Presentation - Traveling Trophy from the American Lung Association's Fight for Air Climb - 1st Place - Overall Firefighter Award for Best Times and Highest Fundraising 2013.

LOCATION:	N/A
BACKGROUND:	<p>The American Lung Association held an annual fundraiser called the Fight for Air Climb on November 16, 2013. Participants race to the top of the 25-story Bank of America building in downtown Orlando. There are several divisions, including a firefighter division. Firefighter climb the building wearing Bunker Gear and Self-Contained Breathing Apparatus (SCBA). This is the protective gear normally worn while fighting fires.</p> <p>Deltona's team had the overall best times and highest fundraising to win the travel trophy presented by Betsy Sheffield of the Association.</p>
ORIGINATING DEPARTMENT:	Fire Administration
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	N/A
STAFF RECOMMENDATION PRESENTED BY:	N/A - Presentation only.
POTENTIAL MOTION:	N/A - Presentation only.
AGENDA ITEM APPROVED BY:	<hr/> William D. Denny, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - D

SUBJECT: Presentation of Certificates of Recognition and Thanks, to the student artists who created the "Think Before You Throw" posters, to help spread the awareness of keeping Deltona clean.

LOCATION:

City Wide

BACKGROUND:

The City of Deltona and Vice-Mayor Zenaida Denizac officially kicked off the City-wide anti-littering campaign "Think Before You Throw" with a "sign-raising" on Wednesday August 7th in the City Hall Courtyard.

In September, the three Volusia County middle Schools: Deltona, Galaxy and Heritage began their participation in four "Think Before You Throw" poster contests that will take place throughout the 2013-2014 school year. Each school will have its poster contest on a quarterly basis, and tonight, we are recognizing those student artists from Galaxy Middle School and their Principal, Ms. Patricia Corr, and their teacher Ms. Erin Mindigo. These selected posters will now be seen in the lobbies of businesses and government facilities in Deltona.

*Shane Swanson, Grade 7, age 13

*Karla Garcia, Grade 7, age 13

Isaiah Vargas, Grade 6, age 11

McKenzie Silverstein, Grade 7, age 12

*Bruno Muzzin, Grade 7, age 13

*Martin Cruz, Grade 7, age 13

Isabel Zisckau, Grade 8, age 14

Theresa Geertgens, Grade 8, age 14

Madeline Hawkins, Grade 7, age 12

Kiara Carrera, Grade 7, age 12

*Talton Randall, Grade 7, age 13

*Jackson Davis, Grade 8, age 13

Casey Knight, Grade 6, age 11

*indicates these students worked together on one poster.

**ORIGINATING
DEPARTMENT:**

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk, Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

N/A - Presentation Only.

**POTENTIAL
MOTION:**

N/A - Presentation Only.

**AGENDA ITEM
APPROVED BY:**

Dave Denny, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for approval to purchase radios piggybacking Volusia County's Agreement with Communications International.

LOCATION:

Citywide

BACKGROUND:

The Commission approved \$200,000 in the budget for replacement radios. This project is a multi-year project with initial estimate at approximately \$1,000,000 over five years. The Project 25 or P25 Initiative is a federally-mandated conversion of conventional analog Public Safety radios to a digital platform to permit interoperability between responders, even if responders are working with different radio sytem/manufacturers, to permit better/seamless on-scene communications at multi-jurisdictional incidents. The P25 conversion is mandated by no later than 2017, however many of the City's radios will no longer be supported by the vendor after 2015 and parts will become scarce. This is a proactive approach to phasing in replacement of the entire radio fleet over a 4-5 year time frame and encompasses all City departments that utilize radios.

Volusia County has a Master Agreement with Communications International, the provider of the radios. The agreement is attached.

ORIGINATING DEPARTMENT:

Fire Administration

SOURCE OF FUNDS:

Replacement Equipment Fund

COST:

\$160,258.17

REVIEWED BY:

Deputy Fire Chief

STAFF RECOMMENDATION

Robert Rogers, Deputy Fire Chief - Staff recommends

PRESENTED BY:

piggyback the Master Agreement between Volusia County and Communications International for the purchase of radios and related equipment as listed on the attached proposal at a total cost of \$160,258.17.

POTENTIAL MOTION:

"I move to approve piggybacking the Master Agreement between Volusia County and Communications International for the purchase of radios and related equipment at a cost of \$160,258.17."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- PROPOSAL FROM COMMUNICATIONS INTERNATIONAL
- Volusia County Master Agreement



10 Flagg Street
Daytona Beach, FL 32114
Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

Page	1/5
Date	11/11/2013
Quote Number	QTE1302143

Bill To City of Deltona Finance Dept 2345 Providence Blvd Deltona, FL, 32725	Site Deltona Fire Dept 1685 Providence Blvd Deltona, FL, 32725 USA Contact Voice: Fax:
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

Site Number	Description	Salesperson	Reference
DEL110MAIN	Portable and Mobile Purchase	Disbro, Robyn R	Chief Rogers

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
<u>Parks Department</u>						
EVXGPB78B - Portable XG-75, 764-870 MHz, Scan, Black	8.00	1,970.00	28.00 %	551.60	1,418.40	11,347.20
Terminal Trade-in Program Limited Time Ci Daytona Service Center Promotion. Receive \$250 off each new P7300/XG-75 Portable purchase when trading in an operational LPE or MRK portable. Offer expires December 31, 2013.	-8.00	(250.00)	0.00 %	0.00	(250.00)	(2,000.00)
MAEVNPL3R - Feature, Maximum (1024+) Systems/Groups	8.00	0.01	0.00 %	0.00	0.01	0.08
EVPL4U - Single-Key DES Encryption	8.00	0.01	0.00 %	0.00	0.01	0.08
EVP25ED - FEATURE PACKAGE,P25 TRUNKING & EDACS	8.00	1,600.00	25.00 %	400.00	1,200.00	9,600.00
EXC806MD - Antenna 806-869MHz for Portables	8.00	15.25	0.00 %	0.00	15.25	122.00
CC23894 - Belt Clip, Metal	8.00	20.00	0.00 %	0.00	20.00	160.00
CIINPA9Y - Battery,Li-Ion,2500MAH, P5300/5400/7300	12.00	75.00	0.00 %	0.00	75.00	900.00
MAEVNCH9T - Charger, Single, Tri-Chemistry (CH104560007)	4.00	120.00	25.00 %	30.00	90.00	360.00
MAEVNCH9U - Charger, 6-Bay, Tri-Chemistry	1.00	695.00	25.00 %	173.75	521.25	521.25
Program, Portable Scan (8 portables)	1.00	272.00	0.00 %	0.00	272.00	272.00
Estimated Shipping and Handling	1.00	40.00	0.00 %	0.00	40.00	40.00
- Subtotal for 8 portables for Parks Dept \$21,322.61						
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QUOTATION

Page	2/5
Date	11/11/2013
Quote Number	QTE1302143

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
<u>City Hall</u>						
EVXGPB78B - Portable XG-75, 764-870 MHz, Scan, Black	6.00	1,970.00	28.00 %	551.60	1,418.40	8,510.40
Terminal Trade-in Program Limited Time Ci Daytona Service Center Promotion. Receive \$250 off each new P7300/XG-75 Portable purchase when trading in an operational LPE or MRK portable. Offer expires December 31, 2013.	-6.00	(250.00)	0.00 %	0.00	(250.00)	(1,500.00)
MAEVNPL3R - Feature, Maximum (1024+) Systems/Groups	6.00	0.01	0.00 %	0.00	0.01	0.06
EVPL4U - Single-Key DES Encryption	6.00	0.01	0.00 %	0.00	0.01	0.06
EVP25ED - FEATURE PACKAGE,P25 TRUNKING & EDACS	6.00	1,600.00	25.00 %	400.00	1,200.00	7,200.00
EXC806MD - Antenna 806-869MHz for Portables	6.00	15.25	0.00 %	0.00	15.25	91.50
CC23894 - Belt Clip, Metal	6.00	20.00	0.00 %	0.00	20.00	120.00
CIINPA9Y - Battery,Li-Ion,2500MAH, P5300/5400/7300	6.00	75.00	0.00 %	0.00	75.00	450.00
MAEVNCH9T - Charger, Single, Tri-Chemistry (CH104560007)	6.00	120.00	25.00 %	30.00	90.00	540.00
Program, Portable Scan (6 portables)	1.00	204.00	0.00 %	0.00	204.00	204.00
Estimated Shipping and Handling -	1.00	40.00	0.00 %	0.00	40.00	40.00
Subtotal for 6 Portables for City Hall \$15,656.02						
<u>Enforcement Services - Portables</u>						
EVXGPB78B - Portable XG-75, 764-870 MHz, Scan, Black	20.00	1,970.00	28.00 %	551.60	1,418.40	28,368.00
Terminal Trade-in Program Limited Time Ci Daytona Service Center Promotion. Receive \$250 off each new P7300/XG-75 Portable purchase when trading in an operational LPE or MRK portable. Offer expires December 31, 2013.	-20.00	(250.00)	0.00 %	0.00	(250.00)	(5,000.00)
EVPL4U - Single-Key DES Encryption	20.00	0.01	0.00 %	0.00	0.01	0.20
		31				Item 7A



10 Flagg Street
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Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

Page	3/5
Date	11/11/2013
Quote Number	QTE1302143

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
MAEVNPL3R - Feature, Maximum (1024+) Systems/Groups	20.00	0.01	0.00 %	0.00	0.01	0.20
EVP25ED - FEATURE PACKAGE,P25 TRUNKING & EDACS	20.00	1,600.00	25.00 %	400.00	1,200.00	24,000.00
EXC806MD - Antenna 806-869MHz for Portables	20.00	15.25	0.00 %	0.00	15.25	305.00
CC23894 - Belt Clip, Metal	33.00	20.00	0.00 %	0.00	20.00	660.00
CIINPA9Y - Battery,Li-Ion,2500mAH, P5300/5400/7300	33.00	75.00	0.00 %	0.00	75.00	2,475.00
V2S2ER12111 - Storm Speaker Mic, P5300/P5400	20.00	117.41	15.00 %	17.61	99.80	1,995.97
MAEVNCH9T - Charger, Single, Tri-Chemistry (CH104560007)	20.00	120.00	25.00 %	30.00	90.00	1,800.00
MAEVNCH9U - Charger, 6-Bay, Tri-Chemistry	1.00	695.00	25.00 %	173.75	521.25	521.25
MAH2VC4PB - Charger, VC4000, Tri-Chem, P53/54/7300 (CH017231001)	8.00	150.00	25.00 %	37.50	112.50	900.00
E110009 - EARPHONE 2.5, R/A 30" COILED CORD	20.00	40.32	0.00 %	0.00	40.32	806.40
Program, Portable Scan (20 portables)	1.00	680.00	0.00 %	0.00	680.00	680.00
Labor Remove mobile radios from 5 vehicles and install VC4000 vehicle chargers in 8 vehicles. - Subtotal for 20 Portables for Enforcement Services \$58,089.52	1.00	577.50	0.00 %	0.00	577.50	577.50
<u>Enforcement Services - Mobile Base Radios</u>						
MAMWSDMXX - Mobile,M7300, 764-870 MHz, Half Duplex, Unencrypted	5.00	2,300.00	28.00 %	644.00	1,656.00	8,280.00
Terminal Trade-in Program Limited Time Ci Daytona Service Center Promotion. Receive \$250 off each new M7300 mobile radio purchase when trading in an operational Orion or 500M mobile. Offer expires December 31, 2013.	-5.00	(250.00)	0.00 %	0.00	(250.00)	(1,250.00)
MWPL4U - Feature, Single-Key DES Encryption	5.00	0.01	0.00 %	0.00	0.01	0.05
		32				Item 7A



10 Flagg Street
Daytona Beach, FL 32114
Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

Page	4/5
Date	11/11/2013
Quote Number	QTE1302143

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
MAMWNPL3R - Feature, Max(1024+) Sys/Grp Option	5.00	0.01	0.00 %	0.00	0.01	0.05
MWP25ED - FEATURE PACKAGE,P25 TRUNKING & EDACS	5.00	1,600.00	25.00 %	400.00	1,200.00	6,000.00
MAMWNCP9H - Control Unit, CH-721 System, Front Mount	5.00	790.00	25.00 %	197.50	592.50	2,962.50
MAMWZN6W - Accessory Kit, M7300 Front Mount	5.00	235.00	25.00 %	58.75	176.25	881.25
MAMWZN9F - Microphone,Desktop	5.00	195.00	25.00 %	48.75	146.25	731.25
SEC1223 - 23 Amp Power Supply	5.00	148.20	0.00 %	0.00	148.20	741.00
Antenna Kits	5.00	90.00	0.00 %	0.00	90.00	450.00
Misc Connectors, Fuses, Cable	1.00	50.00	0.00 %	0.00	50.00	50.00
Labor Labor to remove 5 existing base radios and replace with 5 new base radios and power supplies. Replacing mag mount antennas.	1.00	618.75	0.00 %	0.00	618.75	618.75
Estimated Estimated Shipping and Handling	1.00	75.00	0.00 %	0.00	75.00	75.00
- Subtotal for Enforcement Services 5 Mobile Base Radios \$19,539.85						
<u>Fire Dept Mobile Base Radios</u>						
MAMWSDMXX - Mobile,M7300, 764-870 MHz, Half Duplex, Unencrypted	11.00	2,300.00	28.00 %	644.00	1,656.00	18,216.00
Terminal Trade-in Program Limited Time Ci Daytona Service Center Promotion. Receive \$250 off each new M7300 mobile radio purchase when trading in an operational Orion or 500M mobile. Offer expires December 31, 2013.	-11.00	(250.00)	0.00 %	0.00	(250.00)	(2,750.00)
MWPL4U - Feature, Single-Key DES Encryption	11.00	0.01	0.00 %	0.00	0.01	0.11
MAMWNPL3R - Feature, Max(1024+) Sys/Grp Option	11.00	0.01	0.00 %	0.00	0.01	0.11
MWP25ED - FEATURE PACKAGE,P25 TRUNKING & EDACS	11.00	1,600.00	25.00 %	400.00	1,200.00	13,200.00
		33				Item 7A



10 Flagg Street
Daytona Beach, FL 32114
Voice: 386.947.9999 Fax: 386.947.1646

QUOTATION

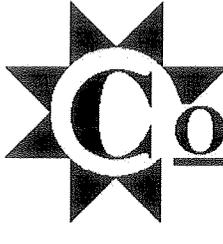
Page	5/5
Date	11/11/2013
Quote Number	QTE1302143

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
MAMWNCP9H - Control Unit, CH-721 System, Front Mount	11.00	790.00	25.00 %	197.50	592.50	6,517.50
MAMWNZN6W - Accessory Kit, M7300 Front Mount	11.00	235.00	25.00 %	58.75	176.25	1,938.75
MAMWZN9F - Microphone, Desktop	6.00	195.00	25.00 %	48.75	146.25	877.50
MAMWNMC7Z - Microphone, Standard, CH721 Control Unit	5.00	80.00	25.00 %	20.00	60.00	300.00
SEC1223 - 23 Amp Power Supply	11.00	148.20	0.00 %	0.00	148.20	1,630.20
Antenna Kit	1.00	90.00	0.00 %	0.00	90.00	90.00
Misc Hardware, Cables, Connectors Misc hardware and supplies for base stations swaps that require Station Alert Interfaces	1.00	1,000.00	0.00 %	0.00	1,000.00	1,000.00
DORKII - Desktop Recorder Kit	4.00	495.00	0.00 %	0.00	495.00	1,980.00
Labor Labor is to replace existing Orion base radio and power supply with new M7300 radio. Five fire station base radios will be interfaced with existing Zetron. Two Admin standard base radios. Four Base Radios at the EOC that will get new DORK boxes and be interfaced with existing headset and footswitch equipment. Labor is to replace radios and power supplies at the existing location. Quotes does not include relocation of any equipment or repairs of existing equipment. - Quote is for new Radio and Power Supply only. All other existing equipment will be reused unless it is not in good working condition. Upon customer request, a secondary quote may be provided to update any other equipment.	1.00	2,475.00	0.00 %	0.00	2,475.00	2,475.00
Estimated Shipping and Handling Please allow 6-8 weeks for delivery upon time of ordering. - Subtotal for Fire Department 11 Mobile Base Radios \$45,650.17	1.00	175.00	0.00 %	0.00	175.00	175.00
Subtotal:						160,258.17

Prices quoted are valid for (30) Days from Document Date.
Orders may be subject to shipping & handling charges.
All warranties are manufacture's warranties.

Plus Tax	0.00
Total Due (USD)	160,258.17

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc.'s Terms and Conditions of Sale Service and Technical Support.

 **COMMUNICATIONS**

INTERNATIONAL, INC.

Master Service Agreement

Between

Communications International Incorporated

And

The County of Volusia, Florida

Contract Number CII-07-0088

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Master Service Agreement

THIS AGREEMENT is made and entered into as of this 1st day of May, 2007 by and between COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation, hereinafter called "CII" and the County of Volusia Florida hereinafter called the "County" and effective the 1st day of September, 2007. The number of this Agreement shall be CII-07-0088.

WHEREAS, CII currently provides certain Products and Services in relation to two-way radio communications within the boundaries of State of Florida; and

WHEREAS, the County desires to subcontract the purchase of these Products and Services described herein from CII; and

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County.

NOW, THEREFORE, for and in consideration of the prices negotiated and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, CII and the County hereby agree as follows:

1.0 Definitions

- (A) "Parties" shall mean, collectively, CII and the County
- (B) "Products" shall mean that equipment, accessories and miscellaneous items CII offers for sale to the County at negotiated pricing as stated within this Agreement.
- (C) "Services" shall mean those services to be provided by CII to the County pursuant to this Agreement but not limited to, maintenance, support services, installations, training, labor, and testing.
- (D) "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.
- (E) "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in this Agreement.
- (F) "Mobile Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters and portable radio chargers and as otherwise specifically described as Mobile Equipment in this Agreement.
- (G) "Professional Services" are defined as service requests in this Agreement.

(H) "Working Hours" are defined as 8:00 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday excluding Holidays unless otherwise defined within this Agreement. Services performed outside of Working Hours shall be defined as "Emergency Services".

2.0 Scope of Work

CII agrees to maintain the ability to provide the Products and the Services set forth in this Agreement and to provide the Products and Services described in Attachment A to the County, including Emergency Services and Professional Services. The County agrees to purchase these products and services from CII as needed, in accordance with the terms and conditions of this Agreement.

3.0 Term of Agreement

This shall be a one (1) year contract with up to four (4) one-year renewal options which may be exercised upon mutual consent of the County and CII in writing, at least ninety (90) days prior to the end of each one (1) year term. Unless otherwise agreed, the basis for this extension will be the consumer price index (CPI) for all urban consumers of the Bureau of Labor Statistics South Urban most recent publication prior to contract renewal. The adjustment factor used to create price adjustments up or down for each unit price proposed is as follows:

$$\frac{\text{Previous 12 month CPI-U South Urban}}{\text{Current year CPI-U South Urban}} = \text{CPI Adjustment}$$

This Agreement may be terminated by either party at will, with or without cause, upon not less than ninety (90) days notice in writing by overnight delivery, personal delivery, or registered mail return receipt requested to the other party. Such notice shall be effective upon receipt.

This Agreement will expire in the event that the Owner does not appropriate the funds for renewal.

4.0 Prices and Terms of Payment

- (A) The prices to be charged by CII for Professional Services and Emergency Services are set forth in Attachment B.
- (B) The prices to be charged by CII for the sale of service parts are set forth in Attachment C.
- (C) The prices to be charged for System Preventative Maintenance are set forth in Attachment D.

- (D) Professional and Emergency Services and purchase of all service parts will be in accordance with Florida Statutes 218.70, et seq., "Prompt Payment Act".
- (E) Notwithstanding the foregoing, CII may invoice the County for services performed as completed. The invoice shall contain the County's purchase order number and description of services including quantity, if any. The County will make timely payment to CII, i.e., no more than 45 days from date of receipt of an invoice. During the month of September (the last month of the County's fiscal year), CII shall submit to the County, all work orders for services performed during the month of September. Each work order shall be submitted by CII to the County within 48 hours after the work order is completed. CII shall submit all invoices to the County, for work performed during the County's fiscal year (October 1 to September 30) no later than October 15th. The County will consider invoices received after October 15th for services completed prior to September 30th, invalid and not payable.

5.0 Extra Charges

No extra charges of any kind will be allowed unless specifically agreed to in writing from both parties.

6.0 Miscellaneous Terms

- (A) Professional Services, including the installation, removal, or reinstallation of equipment, shall be performed by CII, following reasonable notice to the County, and at the hourly rates listed in Attachment B.
- (B) In addition to the Services specified in this Agreement, the County may order other work to be provided by CII including specially designed work or services otherwise not in conformity with this Agreement ("Special Requirements Order"). Within ten (10) business days of receipt of a Special Requirements Order, CII will furnish the County with a proposal to fill such order including price and delivery time. The County may accept or reject any such proposal within ten (10) business days of receipt; any proposal not specifically accepted will be deemed rejected on the eleventh business day after receipt.
- (C) Purchase orders issued in compliance with this Agreement, other than Special Requirements Orders, shall be deemed accepted upon receipt by CII. Special Requirements Orders shall be deemed accepted by CII upon receipt of the County's acceptance of CII's proposal.
- (D) Unless otherwise specifically agreed to in writing between CII and the County, the terms and conditions of this Agreement shall take precedence over any accepted purchase order issued after the date of this Agreement, in conformance with Article 18 of this Agreement.

(E) The County agrees to notify CII immediately if, at any time, it appears the Services and requirements set forth in this Agreement may not be satisfied. Such notification shall include the reasons for any anticipated delay (including, but not limited to, the reasons set forth in Section 9.0, Force Majeure) and the proposed schedule in which the County shall resume compliance.

7.0 Response Time

Response time is per scheduled event as defined in Attachment A (Scope of Work) of this Agreement.

8.0 Title, Risk of Loss and Claims

The County must make any claims against CII shortages in quantities shipped or deficiencies in services rendered within ninety (90) days from the date of delivery or invoice of such material or services.

9.0 Force Majeure

CII will not be considered in default or liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises directly or indirectly out of an act of nature, war, strikes, lockouts, trade disputes, fires, quarantine restrictions, governmental action or by causes beyond the reasonable control of CII. In such event, any obligation of CII under this Agreement will be postponed until the cause underlying the Force Majeure has been eliminated at which time the obligation will again be in effect. Any loss of time by the Force Majeure will not be held against CII who was unable to comply with its obligations under this agreement because of the Force Majeure. CII shall immediately notify the County in writing if a Force Majeure event delays performance and shall state the revised date for performance.

10.0 Cancellation

This Agreement may be terminated by either party at will, with or without cause, upon not less than ninety (90) days notice in writing by overnight delivery, personal delivery, or registered mail return receipt requested to the other party. Such notice shall be effective upon receipt.

11.0 Warranties

(A) CII warrants that all Services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment in accordance with the terms of this Agreement.

- (B) Except as set forth above in this Section, CII makes no warranties, express or implied, relating to the equipment including, without limitation, the warranties of merchantability or fitness for a particular purpose of the equipment. The manufacturer's warranties will apply in this case.

12.0 Work Sites

Work under this Agreement which involves operations by CII on the premises of the County, CII shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and CII shall maintain such Public Liability Property Damage and Employee's Liability and Compensation Insurance as well as protect the County from said risks and from claims of any kind including, but not limited to, claims under any applicable Worker's Compensation and Occupational Disease Acts.

13.0 Indemnifications

- (A) CII hereby agrees that CII shall indemnify and save harmless the County from any and all liability, claims, damages, expenses, including attorney's fees, proceedings, and causes of action of every kind and nature, including losses incurred or suffered in consequences either of bodily injury to any person or damage to any property, arising out of or connected with any act or omission of CII, its agents, employees, or any of its subcontractors, in connection with or pursuant to this Agreement. CII further agrees that it shall, at its own expense, defend any and all claims, suits, or proceeding, which may be brought against the County in connection with CII. This includes, such acts or omissions of any of its employees, agents or subcontractors, and shall satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceeding.

14.0 Insurance

- (A) During the term of this Agreement, CII shall maintain all insurance coverage required pursuant to applicable state and federal laws, including worker's compensation insurance. In addition, CII shall purchase and maintain, in a company (or companies) lawfully authorized to do business as an insurer in the State of Florida, liability insurance for protection against personal injuries, deaths, and property damages, arising from or in any manner occasioned by the acts or omissions of CII or anyone directly or indirectly employed by CII, with the County designated as the named insured in a minimum amount of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. Such insurance policy or policies shall provide that the insurance coverage may be reduced, canceled, or terminated by the insurance company or CII without providing written notice to the County not less than thirty (30) days in advance of the reduction in coverage, cancellation, or termination of the insurance policy or policies. The Certificate of Insurance is Attachment D of this agreement.

- (B) CII shall not be relieved of any liability assumed pursuant to this Agreement (Indemnification) by reason of its failure to secure and maintain insurance as required by this Section.

15.0 Notices

All notices or requests required to be given hereunder and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by certified or registered mail return, receipt requested, or commercial overnight delivery courier service (such as Airborne Express or Federal Express) as follows:

If to CII:

Communications International, Inc
4450 U.S. Highway 1
Vero Beach, FL 32960
Attn: Customer Service

If to the County:

Director of Purchasing and Contracts
County of Volusia
123 W. Indiana Ave Rm 304
Deland, FL 32720

With copy(s) to:

County Attorney
County of Volusia
123 W. Indiana Avenue
DeLand, Florida 32720

Director of Information Technology
119 W. Indiana Avenue
Deland, FL 32720

16.0 Waiver of Terms and Conditions, Survival

- (A) The failure of CII or the County in any one or more instances to insist upon performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- (B) Either Party's obligations under this Agreement which by their nature would continue beyond the termination, expiration or cancellation of this Agreement shall survive termination, expiration, or cancellation of this Agreement including, but not limited to, warranties, indemnity, and limitation of liability.

17.0 Partial Invalidity, Headings

- (A) If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding same, this Agreement shall remain in full force and effect and such term of provision shall be deemed stricken.
- (B) The heading of each section of this Agreement is provided for convenience only. If any conflict of interpretation arises between a heading and the text, the text will control.

18.0 Order of Precedence

Any inconsistency between this Agreement, Purchase Order Releases, the specifications and other documents will be resolved by giving precedence to those documents in the following order, with the document to be given greatest precedence listed first:

- 1) Purchase Orders with non-standard terms and conditions accompanied by a mutually approved Statement of Work.
- 2) This Agreement and Attachments.
- 3) Purchase Orders with standard terms and conditions.

19.0 Entire Agreement and Modification

This Agreement and the attachments hereto and made a part hereof sets forth the entire Agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings. No amendment, modification, or waiver of any provisions of this Agreement or consent to any departure there from shall be effective unless in writing signed by duly authorized officers of both parties.

20.0 Notice of Certain Laws

The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities, and kickbacks.

21.0 Governing Laws and Venue

The laws of the State of Florida shall govern the interpretation, administration, and enforcement of this Agreement entered into by and between CII and the County. The governmental entities named herein expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the governmental entities 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 the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the governmental entities which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Any and all legal action brought to enforce to interpret this Agreement shall be brought and maintained exclusively in the appropriate state court in Volusia County, Florida.

22.0 Adjustments, Modifications, and Amendments

- (A) Should the County and CII mutually agree to a change in the scope of the program during the term of this Agreement, CII will be allowed to change the Agreement price up or down as indicated by the change in the scope of the Agreement. However, any amendment to this Agreement must be in writing and signed by the County, prior to such change being effective.
- (B) Changes in the provisions of this Agreement of Products and Services to be rendered under this Agreement may be made only in writing and must be approved mutually by an authorized agent of CII and by the County.
- (C) CII shall give full attention to the faithful execution of this Agreement, shall keep this Agreement under its control, and shall not by power of attorney or otherwise assign this Agreement to any other party without the prior written approval of the County which may be unreasonably withheld.
- (D) If Products to be furnished or Services to be provided pursuant to this Agreement are abandoned or delayed by CII, or anytime the County is of the opinion that Products to be furnished or Services to be provided have been abandoned or delayed by CII, the County may terminate this Agreement or any part thereof if CII fails to resolve the matter within three (3) days of receipt of written notice of delay or abandonment from the County of its designee.
- (E) Should laws change requiring additional Services or significant changes in cost, CII and the County will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer Services or reductions in cost, in which case CII and the County will negotiate an equitable price reduction.
- (F) During the term of this Agreement, CII shall furnish all the Services specified in this Agreement. CII understands and agrees that this is a requirements Agreement and that the County has no responsibility or obligation to CII to assist in providing the required services.

23.0 Default

This Agreement may be canceled or annulled by the County in whole or in part by written notice of default provided to CII upon non-performance or violation of Products or Services described herein. In such an event, article specified may be purchased on the open market similar to those so terminated. Failure of CII to deliver goods within the time stipulated in this Agreement, unless extended by the County Manager or his/her designee, shall constitute a default.

24.0 Substitution

(A) This Agreement and the attachments hereto and made a part hereof sets forth the entire Agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings. No amendment, modification, or waiver of any provisions of this Agreement or consent to any departure there from shall be effective unless in writing signed by duly authorized officers of both parties.

25.0 Testimony

IN WITNESS WHEREOF, Communications International, Inc. and the County have caused this Agreement to be signed as of the dates set forth below.

Communications International, Inc.

Witness:

By: Robert Wm. Stork

Name: Robert Wm. Stork

Name: _____

Title: President/CEO

Date: _____

Volusia County

ATTEST: [Signature]

By: Frank T. Bruno, Jr.
Frank T. Bruno, Jr., County Chair

By: James T. Dinneen
James T. Dinneen, County Manager

Date: _____

Date: _____



Attachment "A" Scope of Work

To repair radios, provide labor, repair parts, communications services, and radio accessories as required by the County.

Radio service maybe provided to the County on different brands of radio equipment to include Motorola, M/A-COM, Kenwood, Maxon, Tait and Vertex Standard. Other brands and types of equipment are available on request.

CII will provide professional service by request and will price such services using pricing on Attachment "B"

ATTACHMENT "B"

Contract Number CII-07-0088



LABOR RATES

VOLUSIA COUNTY

	<u>Per Hour Rate</u>
Contract Service Rate	\$82.50
Overtime rate - one and one half contract rate	\$123.75
Travel time is billed at contract Rate	\$82.50
Project Manager	\$125.00
Site Manager	\$100.00
System Engineer	\$125.00
IP Network Engineer	\$125.00
IP Network Technician	\$95.00
Clerical	\$55.00



Attachment "C"

Contract Number CII-07-0088

Communications Int'l Inc. New Equipment Purchasing Agreement

CII would like to extend the current purchasing contract to The Customer. Pricing discounts for all M/A-Com manufactured equipment will be at the current Public Safety discount level of **25%** off the list price (Software Excluded). List price would apply to the current list price published in the Private Radio Systems Products and Services Catalog. All list pricing will reference the most current pricing available.

All vendor items will be priced at current published "Public Safety or Government" discount levels.

Discounts on all other manufactured equipment, custom equipment, and software not having published discount levels to be quoted at the time of request. All prices will be at best pricing offered to public safety agencies by CII.

PRODUCER Phone: (772) 562-3369 Fax: (772) 562-3466
HILB ROGAL & HOBBS OF FLORIDA, INC. - VERO BEACH
 2045 14TH AVE.
 P O BOX 130
 VERO BEACH FL 32961

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
COMMUNICATIONS INTERNATIONAL
 4450 U S #1
 VERO BEACH FL 32967

INSURER A: **TRANSPORTATION INS CO**
 INSURER B: **CONTINENTAL CASUALTY CO.**
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	C 1073696739	10/14/06	10/14/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	C 1073678791	10/14/06	10/14/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ 1,000,000
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	C2077252892	10/14/06	10/14/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 1 73696742	10/14/06	10/14/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
B		OTHER: GARAGEKEEPERS LIABILITY	C 1073678791	10/14/06	10/14/07	LIMIT \$435,000 COMP DED \$250 COLL DED \$250

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

<p>CERTIFICATE HOLDER</p> <p>DIRECTOR OF PURCHASING AND CONTRACTS COUNTY OF VOLUSIA 123 W. INDIANA AVE, RM 304 DELAND, FL. 32720</p> <p>Attention:</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Jackie K. Savell</i> Jackie K. Savell</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - B
SUBJECT: Request for approval to award Bid # PW 14-01, Doyle Road 16" Water Main Improvements.

LOCATION:

Doyle Road - From SR415 to Courtland Blvd.

BACKGROUND:

This project will provide for the construction of a new 16" water main along Doyle Road. The water main will run from approximately the Doyle Road intersection at SR415 to the Courtland Blvd. and Doyle Road intersection. It is about 1.5 miles in length and will provide a connection between the existing water mains in order to "loop" the distribution system. This looping will allow enhanced water circulation, provide fire protection, and water service availability in this development corridor. The project is in the 2013/2014 CIP budget and will be completed in the FY2013/2014 budget year.

The bid was solicited on Demandstar and was sent to 982 vendors. There were 61 planholders for this bid with the following 6 responsive bids being received:

1. Hazen Construction: \$824,774.00
2. Masci Corporation: \$891,782.90
3. Andrew Sitework: \$917,318.00
4. McMahan Construction: \$969,255.00
5. Young's Communications: \$998,068.00
6. TB Landmark: \$1,044,962.00

The low bidder, Hazen Construction, LLC, has the required license for this project which was verified through the Department of Business and Professional Regulation.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Water Utility Fund

COST:

\$824,774.00

REVIEWED BY:

Public Works Director, City Engineer, Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Gerald Chancellor, Public Works Director -
Recommendation is being made to approve award of Bid
#PW-14-01 for the Doyle Road 16" Water Main
Improvements Project to Hazen Construction, LLC.

**POTENTIAL
MOTION:**

"I move to award Bid #PW-14-01 for the Doyle Road 16"
Water Main Improvements Project to Hazen Construction,
LLC at a total cost of \$824,774.00."

**AGENDA ITEM
APPROVED BY:**

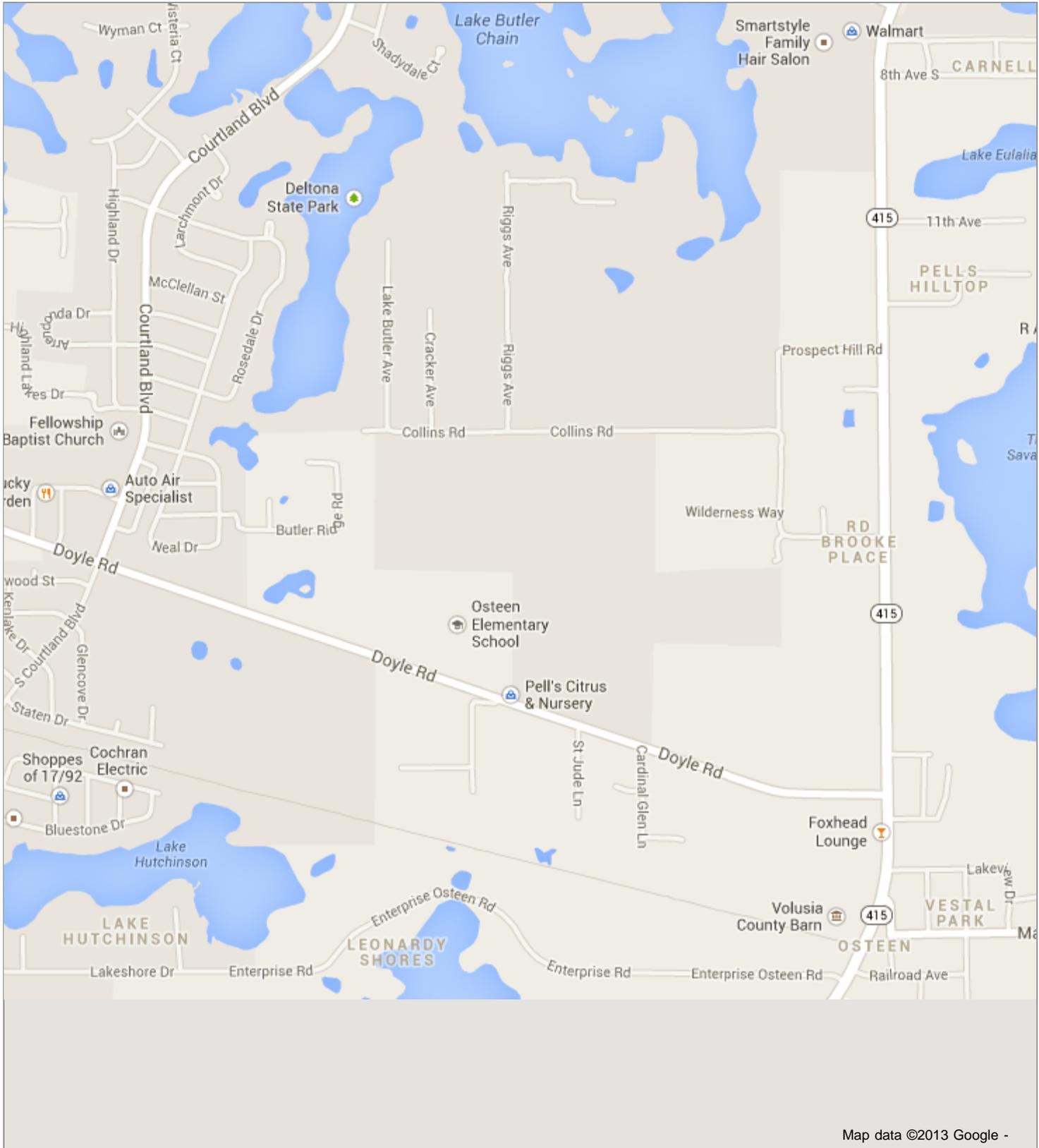
William D. Denny, Acting City
Manager

ATTACHMENTS:

- Aerial map of location
- Overview of Solicitation and Findings
- Bid Tabulation
- Agreement pre-approved by City Attorney
- Hazen Construction Original Bid Submittal



To see all the details that are visible on the screen, use the "Print" link next to the map.



Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 14-01
DOYLE ROAD WATER MAIN RELOCATIONS AND IMPROVEMENTS

Solicited: October 22, 2013
Pre-Bid meetings held: November 5, 2013
Addendums issued: 2 total
Bid due date: November 21, 2013

A bid solicitation was completed for the Doyle Rd. Water Main Relocations and Improvements. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 982 Vendors
Number of planholders that downloaded the solicitation: 61 Vendors
Number of Contractors that submitted bids: 6 Contractors

The following Contractors submitted bid responses at the following prices:

Vendor	Total Base Bid
• Andrew Sitework	\$ 917,318.00
• Hazen Construction	\$ 824,774.00
• Masci Corporation	\$ 891,782.90
• McMahan Construction	\$ 969,255.00
• TB Landmark	\$1,044,962.00
• Young's Communications	\$ 998,068.00

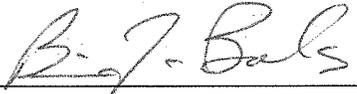
After review of the bids submitted, it was noted that Hazen Construction. was the lowest responsive bidder at \$824,774.00.

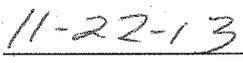
A background check on the Florida Department of State Division of Corporations website was conducted to verify their current ability to perform work in Florida as a business, a background check as to any debarment issues, as well as verification of their current license from the Florida DBPR website.

Their submittal had all the appropriate documentation as required within the bid documents and are considered responsive and responsible.

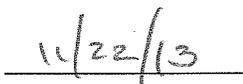
They have had multiple projects with the City of Deltona in the past and City Staff recognize them as having the experience needed to perform the work required. Staff are satisfied with their past performance

Based on the policy and procedures of the City of Deltona and the selection process in which we are to follow. Recommendation of award is going to be made by City of Deltona Staff to award this bid to **Hazen Construction LLC**. This is based on their low bid, responsiveness in their bid, the past experiences with this type of work and the ability to perform the work as required in the bidding documents.


Purchasing Approval


Date


Department Approval


Date



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Detail by Entity Name

Florida Limited Liability Company

HAZEN CONSTRUCTION, L.L.C.

Filing Information

Document Number	L01000020011
FEI/EIN Number	010569979
Date Filed	11/15/2001
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/27/2005
Event Effective Date	NONE

Principal Address

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Changed: 02/23/2009

Mailing Address

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Changed: 02/23/2009

Registered Agent Name & Address

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Address Changed: 02/23/2009

Manager/Member Detail

Name & Address

Title MGRM

HAZEN, CHAD

1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Title MGRM

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2011	04/21/2011
2012	04/12/2012
2013	04/30/2013

Document Images

04/30/2013 -- ANNUAL REPORT	View image in PDF format
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01/25/2006 -- ANNUAL REPORT	View image in PDF format
07/27/2005 -- Amended and Restated Articles	View image in PDF format
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02/26/2003 -- Amended and Restated Articles	View image in PDF format
12/11/2002 -- Amendment	View image in PDF format
09/15/2002 -- ANNUAL REPORT	View image in PDF format
11/15/2001 -- Florida Limited Liabilites	View image in PDF format

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Licensee Details

Licensee Information

Name:	HAZEN, CHAD STEVEN (Primary Name) HAZEN CONSTRUCTION LLC (DBA Name)
Main Address:	6689 MERRYVALE LANE PORT ORANGE Florida 32128
County:	VOLUSIA
License Mailing:	
LicenseLocation:	1599 TIONIA ROAD NEW SMYRNA BEACH FL 32168
County:	VOLUSIA

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC061991
Status:	Current,Active
Licensure Date:	12/20/2000
Expires:	08/31/2014

Special Qualifications	Qualification Effective
Construction Business	02/20/2004

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ITEMIZED BID TABULATION - PW 14-01 / DOYLE RD WATER MAIN RELOCATION AND IMPROVEMENTS

ITEM	DESCRIPTION	EST. QTY	UOM	ANDREW SITEWORK		HAZEN CONSTRUCTION		MASCI CORPORATION		MCMAHAN CONSTRUCTION		TB LANDMARK		YOUNGS COMMUNICATIONS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$ 41,711.00	\$ 41,711.00	\$ 25,000.00	\$ 25,000.00	\$ 71,200.00	\$ 71,200.00	\$ 5,000.00	\$ 5,000.00	\$ 27,500.00	\$ 27,500.00	\$ 47,000.00	\$ 47,000.00
2	General Requirements, Bonds and Insurance	1	LS	\$ 15,209.00	\$ 15,209.00	\$ 11,500.00	\$ 11,500.00	\$ 9,900.00	\$ 9,900.00	\$ 5,000.00	\$ 5,000.00	\$ 49,000.00	\$ 49,000.00	\$ 11,538.00	\$ 11,538.00
3	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	Locate Utilities in Advance of Construction	1	LS	\$ 2,151.00	\$ 2,151.00	\$ 4,500.00	\$ 4,500.00	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 8,332.00	\$ 8,332.00
5	Survey Layout and As-Built Survey	1	LS	\$ 12,872.00	\$ 12,872.00	\$ 8,000.00	\$ 8,000.00	\$ 11,990.00	\$ 11,990.00	\$ 15,000.00	\$ 15,000.00	\$ 8,800.00	\$ 8,800.00	\$ 7,183.00	\$ 7,183.00
6	Furnish and install 8-inch PVC water main (restrained joint)	50	LF	\$ 35.00	\$ 1,750.00	\$ 80.00	\$ 4,000.00	\$ 38.15	\$ 1,907.50	\$ 20.00	\$ 1,000.00	\$ 75.00	\$ 3,750.00	\$ 69.00	\$ 3,450.00
7	Furnish and install 16-inch PVC water main (restrained joint)	3,700	LF	\$ 51.10	\$ 189,070.00	\$ 62.00	\$ 229,400.00	\$ 62.91	\$ 232,767.00	\$ 69.00	\$ 255,300.00	\$ 71.50	\$ 264,550.00	\$ 69.00	\$ 255,300.00
8	Furnish and install 16-inch PVC water main (push)	2,450	LF	\$ 45.10	\$ 110,495.00	\$ 44.00	\$ 107,800.00	\$ 49.85	\$ 122,132.50	\$ 55.00	\$ 134,750.00	\$ 57.50	\$ 140,875.00	\$ 50.00	\$ 122,500.00
9	Furnish and install 16-inch DIP water main (restrained joint)	130	LF	\$ 83.50	\$ 10,855.00	\$ 85.00	\$ 11,050.00	\$ 88.33	\$ 11,482.90	\$ 130.00	\$ 16,900.00	\$ 105.00	\$ 13,650.00	\$ 96.00	\$ 12,480.00
10	Furnish and install 8-inch DIP water main (restrained joint)	65	LF	\$ 42.00	\$ 2,730.00	\$ 38.00	\$ 2,470.00	\$ 42.60	\$ 2,769.00	\$ 50.00	\$ 3,250.00	\$ 50.00	\$ 3,250.00	\$ 41.00	\$ 2,665.00
11	Grout and Abandon Existing Water Main	3,875	LF	\$ 2.80	\$ 10,850.00	\$ 4.00	\$ 15,500.00	\$ 4.75	\$ 18,406.25	\$ 4.00	\$ 15,500.00	\$ 5.80	\$ 22,475.00	\$ 10.00	\$ 38,750.00
12	Directional Drill 20-inch HDPE Piping and Fittings	980	LF	\$ 169.00	\$ 165,620.00	\$ 110.00	\$ 107,800.00	\$ 112.00	\$ 109,760.00	\$ 135.00	\$ 132,300.00	\$ 170.00	\$ 166,600.00	\$ 142.00	\$ 139,160.00
13	8-inch 45 Degree Bend	5	EA	\$ 625.00	\$ 3,125.00	\$ 325.00	\$ 1,625.00	\$ 195.00	\$ 975.00	\$ 200.00	\$ 1,000.00	\$ 650.00	\$ 3,250.00	\$ 304.00	\$ 1,520.00
14	16-inch 90 Degree Bend	2	EA	\$ 1,616.00	\$ 3,232.00	\$ 975.00	\$ 1,950.00	\$ 849.00	\$ 1,698.00	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00	\$ 968.00	\$ 1,936.00
15	16-inch 45 Degree Bend	4	EA	\$ 1,366.00	\$ 5,464.00	\$ 950.00	\$ 3,800.00	\$ 725.00	\$ 2,900.00	\$ 1,500.00	\$ 6,000.00	\$ 1,250.00	\$ 5,000.00	\$ 907.00	\$ 3,628.00
16	16-inch Tee	2	EA	\$ 2,550.00	\$ 5,100.00	\$ 1,400.00	\$ 2,800.00	\$ 1,255.00	\$ 2,510.00	\$ 2,500.00	\$ 5,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,517.00	\$ 3,034.00
17	16 x 8-inch Tee	3	EA	\$ 1,850.00	\$ 5,550.00	\$ 1,000.00	\$ 3,000.00	\$ 875.00	\$ 2,625.00	\$ 2,000.00	\$ 6,000.00	\$ 1,600.00	\$ 4,800.00	\$ 1,128.00	\$ 3,384.00
18	16 x 8-inch Reducer	2	EA	\$ 1,142.00	\$ 2,284.00	\$ 800.00	\$ 1,600.00	\$ 685.00	\$ 1,370.00	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 647.00	\$ 1,294.00
19	20 x 16-inch Reducer	1	EA	\$ 1,450.00	\$ 1,450.00	\$ 925.00	\$ 925.00	\$ 815.00	\$ 815.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00	\$ 1,068.00	\$ 1,068.00
20	8-inch Gate Valve	4	EA	\$ 1,551.00	\$ 6,204.00	\$ 1,400.00	\$ 5,600.00	\$ 950.00	\$ 3,800.00	\$ 1,600.00	\$ 6,400.00	\$ 1,850.00	\$ 7,400.00	\$ 1,218.00	\$ 4,872.00
21	16-inch Gate Valve	11	EA	\$ 5,336.00	\$ 58,696.00	\$ 4,900.00	\$ 53,900.00	\$ 4,350.00	\$ 47,850.00	\$ 7,250.00	\$ 79,750.00	\$ 5,114.00	\$ 56,254.00	\$ 4,584.00	\$ 50,424.00
22	Fire Hydrant	15	EA	\$ 4,731.00	\$ 70,965.00	\$ 3,900.00	\$ 58,500.00	\$ 4,200.00	\$ 63,000.00	\$ 5,000.00	\$ 75,000.00	\$ 3,575.00	\$ 53,625.00	\$ 3,960.00	\$ 59,400.00
23	1-inch Single Service - Short	1	EA	\$ 1,235.00	\$ 1,235.00	\$ 725.00	\$ 725.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 611.00	\$ 611.00
24	1-inch Single Service - Long	5	EA	\$ 1,624.00	\$ 8,120.00	\$ 850.00	\$ 4,250.00	\$ 950.00	\$ 4,750.00	\$ 700.00	\$ 3,500.00	\$ 900.00	\$ 4,500.00	\$ 840.00	\$ 4,200.00
25	2-inch Single Service - Long	1	EA	\$ 2,992.00	\$ 2,992.00	\$ 1,700.00	\$ 1,700.00	\$ 1,490.00	\$ 1,490.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,103.00	\$ 3,103.00
26	8-inch Direct Connect & Fitting Assembly - Potable	4	EA	\$ 1,650.00	\$ 6,600.00	\$ 1,800.00	\$ 7,200.00	\$ 1,879.00	\$ 7,516.00	\$ 1,750.00	\$ 7,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,724.00	\$ 10,896.00
27	16-inch Direct Connect & Fitting Assembly - Potable	2	EA	\$ 3,645.00	\$ 7,290.00	\$ 2,500.00	\$ 5,000.00	\$ 2,535.00	\$ 5,070.00	\$ 2,500.00	\$ 5,000.00	\$ 3,400.00	\$ 6,800.00	\$ 4,841.00	\$ 9,682.00
28	20-inch Direct Connect & Fitting Assembly - Potable	1	EA	\$ 4,020.00	\$ 4,020.00	\$ 3,000.00	\$ 3,000.00	\$ 3,325.00	\$ 3,325.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,947.00	\$ 5,947.00
29	Jack and Bore 18-inch Steel Casing with 8" DIP Restrained Carrier Pipe	55	LF	\$ 351.00	\$ 19,305.00	\$ 425.00	\$ 23,375.00	\$ 395.70	\$ 21,763.50	\$ 275.00	\$ 15,125.00	\$ 700.00	\$ 38,500.00	\$ 638.00	\$ 35,090.00
30	Jack and Bore 30-inch Steel Casing with 16" DIP Restrained Carrier Pipe	55	LF	\$ 520.00	\$ 28,600.00	\$ 550.00	\$ 30,250.00	\$ 498.55	\$ 27,420.25	\$ 400.00	\$ 22,000.00	\$ 820.00	\$ 45,100.00	\$ 823.00	\$ 45,265.00
31	Remove and Replace Concrete Sidewalk	2,303	SY	\$ 41.00	\$ 94,423.00	\$ 30.00	\$ 69,090.00	\$ 26.00	\$ 59,878.00	\$ 40.00	\$ 92,120.00	\$ 29.75	\$ 68,514.25	\$ 37.00	\$ 85,211.00
32	Remove and Replace Concrete Driveway	142	SY	\$ 41.00	\$ 5,822.00	\$ 32.00	\$ 4,544.00	\$ 36.00	\$ 5,112.00	\$ 40.00	\$ 5,680.00	\$ 40.00	\$ 5,680.00	\$ 37.00	\$ 5,254.00
33	Remove and Replace Asphalt Roadway	92	SY	\$ 54.00	\$ 4,968.00	\$ 60.00	\$ 5,520.00	\$ 75.00	\$ 6,900.00	\$ 40.00	\$ 3,680.00	\$ 64.00	\$ 5,888.00	\$ 40.00	\$ 3,680.00
34	Testing and Laboratory Services (Allowance)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
35	Air Release Valves	1	EA	\$ 1,560.00	\$ 1,560.00	\$ 2,400.00	\$ 2,400.00	\$ 3,650.00	\$ 3,650.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.75	\$ 6,500.75	\$ 3,211.00	\$ 3,211.00
TOTAL BASE BID				\$	917,318.00	\$	824,774.00	\$	891,782.90	\$	969,255.00	\$	1,044,962.00	\$	998,068.00

**AGREEMENT BETWEEN CITY OF DELTONA AND
HAZEN CONSTRUCTION, LLC
PER ITB NO. PW 14-01**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and HAZEN CONSTRUCTION, LLC, duly authorized to conduct business in the State of Florida, whose principal address is 1599 Tionia Road, New Smyrna Beach, Florida 32168, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to the Doyle Road Water Main Relocation and Improvements project per ITB No. PW 14-01. The work generally involves all work as described in the ITB documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from several companies to provide these services; and

WHEREAS, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project, and

WHEREAS, the Commission of the City of Deltona has approved award of this agreement on {DATE}.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

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

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to the Doyle Road Water Main Relocation and Improvements project per ITB No. PW 14-01, attached hereto and incorporated herein by reference, and Contractor's Proposal dated November 21, 2013.

2.2 The services, as described in ITB No. PW 14-01, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 210 days.

2.3 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified above. They also recognize the delays, expense and difficulties in proving the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City one thousand dollars (\$1,000.00) for each day that goes beyond the agreed upon completion date as stated on the Notice to Proceed. This amount represents an estimate of City's damages for loss of use and administrative costs associated with the delay.

2.4 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the ITB documents.

2.5 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

2.6 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

2.7 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.8 Contractor shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement.

2.9 Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

2.10 Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed Eight hundred twenty four thousand, seven hundred seventy four dollars and 00/100 (\$824,774.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, as recommended by the City, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the work completed and accepted by the City.

3.5 Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made.

3.5.1. Ninety percent (90%) of the value of work completed, with the balance being retainage.

3.5.2. Upon 50% Completion, a total of ninety-five percent (95%) of the value of work completed, with the balance being retainage.

3.5.2. Final Payment. Upon final completion of the work, City shall pay Contractor an amount sufficient to increase total payments to ninety-five percent (95%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Contract Closeout is completed.

3.6 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The Contractor hereby agrees that the total cost is inclusive of all overhead and administrative expenses.

3.7 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

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

4.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor

shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage available limits fully available during the entire contract period:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (D) Additional Requirements:

(1) **City of Deltona shall be named and endorsed as an additional insured on the General liability policy.**

(2) The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Contractors negligent acts or omissions or willful misconduct, and shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(3) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(4) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(5) Contractor shall be responsible for subcontractors and their insurance.

(6) The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(7) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

(E) A payment and performance bond for 100% of the contract price will be required from the Contractor for this project.

4.5 Indemnity. Contractor shall indemnify, defend and hold harmless City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. This indemnification shall survive the term of this Contract. In addition, any act alleged to give rise to an action in inverse condemnation shall be subject to the same indemnification.

4.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and

shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

4.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor

shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 5. General Conditions

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

5.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

5.4 In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service

covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

5.13 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

5.14 Public Records. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

Article 6. Severability and Notice

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

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

If to Contractor:
 Chad Hazen
 President
 Hazen Construction
 1599 Tionia Road
 New Smyrna Beach, Florida 32168

If to City:
 Gerald Chancellor
 Public Works Director
 City of Deltona
 2345 Providence Blvd.
 Deltona, Florida 32725

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

Article 7. Scope of Agreement

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

7.2 This Agreement consists of the following:

This Agreement
 Notice of Award and Notice to Proceed
 ITB Documents, to include Project Manual and Drawings
 Addendum, if any
 Contractor's Response to ITB

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

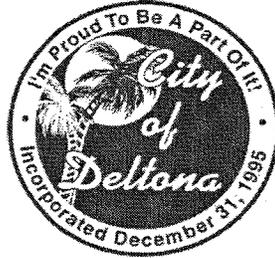
JOYCE RAFTERY
City Clerk

WILLIAM "DAVE" DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney



ITB # PW 14-1

DOYLE ROAD WATER MAIN RELOCATION AND IMPROVEMENTS

Required Submittals Packet

The following forms are required and are to be filled out completely and submitted within the bid submittal as per the instructions in Article 13 of Section 00200. Forms shall be completed in their entirety. Forms stating "see attached" and accompanied by a Contractors form or replaced by additional documents will not be accepted. All additional requested documentation shall be submitted as required by the bidding documents under Article 13.

BIDDERS CHECKLIST

The following is a voluntary list for all potential bidders to use in order to ensure the accuracy of their bid submittal. Failure to submit the required forms and documentation, completely and accurately, will render your bid as Non-Responsive and it will be rejected.

- Bid Response Form (Section 00300)
- Schedule of Base Bid Manufacturers/Suppliers (Section 00300A) *if applicable*
- Substitution List of Manufacturers/Suppliers (Section 00300B) *if applicable*
- Bidder's Contact and Information Form (Section 00310)
- Questionnaire Form (Section 00315)
- Non-Collusion Affidavit Form (Section 00320)
- Bidder's Certification Form (Section 00325)
- Sworn Statement on Public Entity Crimes (Section 00330)
- Corporate Resolution Form (Section 00335)
- Hold Harmless and Indemnity Agreement (Section 00340)
- References Form (Section 00345)
- Sub-Contractors and Affiliates Form (Section 00350)
- Drug-Free Workplace Form (Section 00355)
- Trench Safety Affidavit Form (Section 00360)
- Bid Bond Form (Section 00370)
- Certification of Compliance with FDEP Supplementary Conditions (Section 00415)
- Power of Attorney (Section 00380 - to be provided by Surety)
- Acknowledgement of all Addendums
- 2 Copies of Bid Submittal (1 original and 1 Electronic Copy [CD or Flashdrive])

SECTION 00300

FINAL REVISED BID RESPONSE FORM

(AS PER ADDENDUM # 2)

Proposal of Hazen Construction, LLC, hereinafter called "Bidder",
a corporation doing business as Hazen Construction, LLC
to the City of Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the
Owner's invitation for bids for the construction of:

The City of Deltona

ITB # PW 14-1

DOYLE ROAD WATER MAIN RELOCATION AND IMPROVEMENTS

having examined the plans and specifications with related documents and the site of the proposed
work, and being familiar with all of the conditions surrounding the construction of the proposed
project including the availability of materials and labor, hereby proposes to furnish all labor,
materials, and supplies; and to construct the project in accordance with the Contract Documents,
within the time set forth herein, and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the Contract Documents, of which this
proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General
Conditions, Instructions, and Information for Bidders.

Bidder hereby agrees to commence work under contract on or before a date to be specified in a
written "Notice to Proceed" of the Owner and to substantially complete the Project within 180
consecutive calendar days and to fully complete the Project within 210 consecutive calendar days
thereafter as stipulated in the specifications. Bidder further agrees to pay any liquidated damages,
as specified in the Agreement, for each consecutive calendar day thereafter.

Bidder has examined and carefully studied the Bidding Documents and the following addendum
receipt of which is hereby acknowledged:

No. <u>1</u>	Dated: <u>11-15-13</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>11-15-13</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	25,000	25,000
2	General Requirements, Bonds and Insurance	1	LS	11,500	11,500
3	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
4	Locate Utilities in Advance of Construction	1	LS	4,500	4,500
5	Survey Layout and As-Built Survey	1	LS	8,000	8,000
6	Furnish and install 8-inch PVC water main (restrained joint)	50	LF	80	4,000
7	Furnish and install 16-inch PVC water main (restrained joint)	3,700	LF	62	229,400
8	Furnish and install 16-inch PVC water main (push)	2,450	LF	44	107,800
9	Furnish and install 16-inch DIP water main (restrained joint)	130	LF	85	11,050
10	Furnish and install 8-inch DIP water main (restrained joint)	65	LF	38	2,470
11	Grout and Abandon Existing Water Main	3,875	LF	4	15,500
12	Directional Drill 20-inch HDPE Piping and Fittings	980	LF	110	107,800
13	8-inch 45 Degree Bend	5	EA	325	1,625
14	16-inch 90 Degree Bend	2	EA	975	1,950
15	16-inch 45 Degree Bend	4	EA	950	3,800
16	16-inch Tee	2	EA	1,400	2,800
17	16 x 8-inch Tee	3	EA	1,000	3,000
18	16 x 8-inch Reducer	2	EA	800	1,600
19	20 x 16-inch Reducer	1	EA	925	925
20	8-inch Gate Valve	4	EA	1,400	5,600
21	16-inch Gate Valve	11	EA	4,900	53,900
22	Fire Hydrant	15	EA	3,900	58,500
23	1-inch Single Service - Short	1	EA	725	725
24	1-inch Single Service - Long	5	EA	850	4,250
25	2-inch Single Service - Long	1	EA	1,700	1,700
26	8-inch Direct Connect & Fitting Assembly - Potable	4	EA	1,800	7,200
27	16-inch Direct Connect & Fitting Assembly - Potable	2	EA	2,500	5,000
28	20-inch Direct Connect & Fitting Assembly - Potable	1	EA	3,000	3,000
29	Jack and Bore 18-inch Steel Casing with 8" DIP Restrained Carrier Pipe	55	LF	425	23,375
30	Jack and Bore 30-inch Steel Casing with 16" DIP Restrained Carrier Pipe	55	LF	550	30,250
31	Remove and Replace Concrete Sidewalk	2,303	SY	30	69,090
32	Remove and Replace Concrete Driveway	142	SY	32	4,544
33	Remove and Replace Asphalt Roadway	92	SY	60	5,520
34	Testing and Laboratory Services (Allowance)	1	LS	\$ 6,000.00	\$ 6,000.00
35	Air Release Valves	1	EA	2,400	2,400
TOTAL BASE BID					
<i>Eight hundred twenty four thousand seven hundred seventy four</i>					<i>824,774</i>
(In Words)					(In Figures)

The lump sum prices provided above shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

A bid security, attached in the sum of five (5) percent of the Total Bid Amount, is to become the property of the Owner in the event contract and bond are not executed within thirty (30) days of the Owner issuing a Notice of Award, as liquidated damages for the delay and additional expense to the Owner caused thereby.

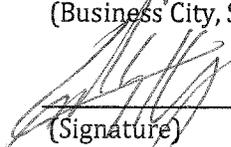
Respectfully submitted:

By: Hazen Construction LLC
(Business Name)

(SEAL - if bid is by corporation)

1599 Tionia Road
(Business Address)

New Smyrna Beach, FL 32168
(Business City, State, Zip Code)


(Signature)

Chad S Hazen
(Printed Name)

President
(Title)

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310)

BIDDERS INFORMATION

Firm Name:	Hazen Construction, LLC
Firms Principal Address:	1599 Tionia Road New Smyrna Beach, FL 32168
FEIN #:	01-0569979
State of Florida General Contractors License #:	CGC061991

BUSINESS STRUCTURE

Corporation, Joint Venture, or Partnership: Bidders submitting bids as a Joint Venture shall submit a copy of their joint agreement. If a joint venture or prime/sub-contractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

BUSINESS STRUCTURE	INDICATE BY (X)	COPY OF JOINT VENTURE AGREEMENT ATTACHED (Y/N)	IF APPLICABLE, HOW WILL WORK BE DISTRIBUTED BETWEEN PARTNERS?
CORPORATION	X		
JOINT VENTURE			
PARTNERSHIP			

Is your company registered and licensed in the State of Florida to do business? YES NO

If a Joint Venture, has this partnership worked together on a similar project? YES NO

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310 Continued)

BUSINESS OFFICERS

POSITION	NAME	CONTACT INFORMATION
PRESIDENT	Chad S Hazen	chads hazen@ hazen construction.net 386-322-8700 386-566-7009
VICE PRESIDENT	Marc Hazen	marc hazen@ hazen construction.net 386-322-8700 386-566-1193
VICE PRESIDENT		
SECRETARY	Marc Hazen	marc hazen@ hazen construction.net 386-322-8700 386-566-1193
TREASURER	Chad S Hazen	chads hazen@ hazen construction.net 386-322-8700 386-566-7009
PROJECT MNGR (ASSIGNED TO THIS PROJECT)	Keith Morgan	Keith.morgan@ hazen construction.net 386-322-8700 386-405-1120

BUSINESS LOCATION

Address of office in which work is to be performed from if different than principal address: <i>N/A</i>
Distance from the job site to firms business address: <u>23</u> Miles
Other office locations - Location of other offices from which resources may be drawn: <i>N/A</i>

QUESTIONNAIRE FORM
(SECTION 00315)

How many years has your organization been in the construction business? <u>12</u> years
How many years has your organization held a General Contractors License in Florida? <u>12</u> years
Does your organization have government / municipal construction experience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization have experience with Federally funded construction projects? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has your organization held a previous business name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if applicable list other names) _____ _____ _____
Are you currently pre-qualified with any governmental agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if yes, please list) <u>TEA</u> _____ _____
Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused pre-qualification? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if so, please list and describe) _____ _____ _____
Within the previous five years has your organization or predecessor organizations ever failed to complete a project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if so, state the name of the organization and reason) _____ _____ _____

NON COLLUSION AFFIDAVIT FORM
(SECTION 00320)

STATE OF FLORIDA

COUNTY OF VOLUSIA

Chad S Hazen, being first duly sworn deposes and says that:

- i. He/She is the President, of Hazen Construction, LLC the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive or sham Bid;
- iv. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion,, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- v. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]
Chad S Hazen, President

Sworn and subscribed to before me this 21 day of November, 2013, in the State of Florida
County of Volusia.

[Signature] Notary Public

My Commission expires:



**BIDDER'S CERTIFICATION FORM
(SECTION 00325)**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices and rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the Proposal and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Chad S Hazen, President

Name & Title, Typed or Printed

1599 Trionia Road

Mailing Address

New Smyrna Beach, FL 32168

City, State, Zip Code

(386) 322-8700

Telephone Number

Sworn to and subscribed before me

This 21 day of

November, 2013

Marnie Hazen

Signature of Notary

Notary Public, State of Florida

Personally known

-OR-

Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00330)**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Chad S Hazen, President
(Individual's name and title)

For Hazen Construction, LLC
(Name of entity submitting sworn statement)

Whose business address is 1599 Tionia Road
New Smyrna Beach, FL 32168

And (if applicable) its Federal Employer Identification Number (FEIN) is 01-0569979
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
SIGNATURE
11-21-13
DATE

State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Chad S Hazen (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 21 day of November, 20 13.

[Signature]
NOTARY PUBLIC

My commission expires:

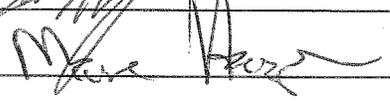


**CORPORATE RESOLUTION FORM
(SECTION 00335)**

I, Marc Hazen, Secretary of Hazen Construction, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on November 20, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona for the construction of Doyle Road Water Main Relocation and Improvements

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Chad S Hazen</u>	<u>President / Treasurer</u>	
<u>Marc Hazen</u>	<u>V. President / Secretary</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 20 day of November, 2013

**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00340)**

Hazen Construction, LLC agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR
Chad Hazen, President

11-21-13
DATE

REFERENCES FORM
(SECTION 00345)

List the 5 most recent projects that best illustrate the experience of your firm with projects of the same size and scope of work as per the specifications and drawings herein.

The City of Deltona is seeking Contractors who have proven, past, positive experiences as the Prime Contractor in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences as a Prime Contractor in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered. References which are located in foreign countries are not acceptable.

Project # 1

Name of Project	Project Owner	Value of Project	Start / End Date
Apopka Blvd. Water Main	Orange County	1,066,150	8/12 - 5/13
PROJECT DESCRIPTION			
Installation of 12", 16" and 20" water main with 12" and 16" directional drills along Apopka Blvd			
Contact Name	Contact Phone #	Contact Email	
Bill Hank	407-836-8085	Bill.hank@ocfl.net	

Project # 2

Name of Project	Project Owner	Value of Project	Start / End Date
Henry Ave. Force Main	city of W. Melbourne	3,400,000	5/11 - 6/12
PROJECT DESCRIPTION			
Installation of 24" force main along Henry Ave as well as 12" water main installation			
Contact Name	Contact Phone #	Contact Email	
Keith Mills	321-837-7771	Kmills@westmelbourne.org	

REFERENCES FORM
(SECTION 00345 Continued)

Project # 3

Name of Project	Project Owner	Value of Project	Start / End Date
20" Transmission Main	Ut:tips Commission NSB	1,100,000	2/10 - 9/10
PROJECT DESCRIPTION			
Installation of 20" water main that connects two plants, includes 20" directional drills			
Contact Name	Contact Phone #	Contact Email	
Dana Hale	386-424-3037	dhale@ucnsb.org	

Project # 4

Name of Project	Project Owner	Value of Project	Start / End Date
Westside Water Main	City of Deland	260,000	1/9 - 3/10
PROJECT DESCRIPTION			
Installation of 8", 10" and 12" water mains			
Contact Name	Contact Phone #	Contact Email	
Keith Riger	386-626-7197	Rigerk@Deland.org	

Project # 5

Name of Project	Project Owner	Value of Project	Start / End Date
WTP No.3 Well & Raw Water	City of Palm Coast	2,300,000	1/07 - 7/08
PROJECT DESCRIPTION			
Installation of 8", 10", 12" and 16" water mains with directional drill from well site to treatment plant			
Contact Name	Contact Phone #	Contact Email	
Steve Flanagan	386-986-2354	sflanagan@ci.palm-coast.fl.us	

SUB-CONTRACTORS AND AFFILIATES FORM**(SECTION 00350)**

List all Sub-Contractors and Affiliates to be utilized for this project.

FIRM NAME	TRADE	ADDRESS & PHONE #
Bore Hawk	Directional Drill	4289 NW 44 th Ave. Ste B Ocala, FL 34482 352-840-0801
Central Florida Underground	Jack & Bore	990 Miller Drive Altamonte Springs, FL 32701 407-260-9000
Oceanside Land Surveying	Lay out	2090 S. Nova Road, Unit A-107 South Daytona, FL 32119 386-763-4130

**DRUG-FREE WORKPLACE FORM
(SECTION 00355)**

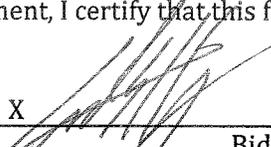
The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Hazen Construction, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X



Bidder's Signature

Chad S Hazen, Pres. 11-21-13

Date

**TRENCH SAFETY AFFIDAVIT FORM
(SECTION 00360)**

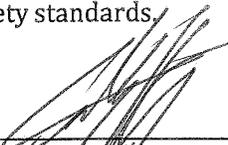
(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Hazen Construction, LLC (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990) "Trench Safety Act".

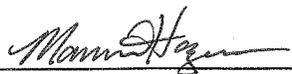
The specific methods of compliance with applicable Trench Safety Standards, and the associated cost of compliance (costs included in the Bid Price), are as follows (attach additional sheets if necessary):

<u>Item and Safety Measure</u>	<u>Cost</u>
<u>Trench excavation</u>	<u>\$ 7,000</u>
<u>Shoring</u>	<u>\$ 3,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	<u>\$ 10,000</u>

By the signature of its undersigned authorized representatives, the Bidder hereby assures the CITY OF DELTONA that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

By 
Chad S. Hazen, Pres.

Sworn and subscribed to before me this 21 day of November, 2013, in the State of Florida
County of Volusia.

 Notary Public

My Commission expires:



**BID BOND FORM
(SECTION 00370)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Hazen Construction, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid Five Percent of Amount Bid for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 21st day of November, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

DOYLE ROAD WATER MAIN RELOCATION AND IMPROVEMENTS

NOW THEREFORE,

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and Payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
6. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

- 7. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Hazen Construction, LLC

By:  (LS)

Title: Chad S Hazen, President

Attest: 

Signature and Title

Marc Hazen, Vice-Pres.

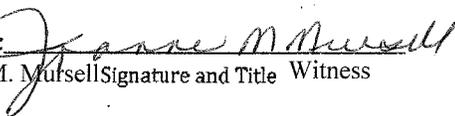
Surety (Print Full Name):

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Title: Benjamin H. French, Attorney-In-Fact
and Florida Resident Agent

Attest: 
Joanne M. Mufsell Signature and Title Witness

November 21, 2013

(DATE)

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of November, 2013.



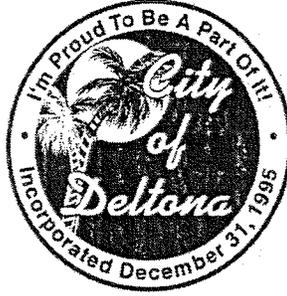
WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**ADDENDUM # 1
CITY OF DELTONA
ITB # PW 14-01
DOYLE RD WATER MAIN RELOCATION AND IMPROVEMENTS
November 15, 2013**

All contents of this addendum shall be incorporated into the solicitation documents and the ensuing contract with the awarded contractor.

-
- Questions were accepted up to ten days prior to the bid opening. The last day and time questions and RFI's for this bid were accepted was November 12, 2013. No further questions or RFI's will be accepted for this solicitation.
 - Addendums may be issued up to 48 hours prior to the bid opening due time. It is the responsibility of all potential bidders to ensure they have received all addendums issued.
 - City of Deltona is not responsible for third party plan rooms or third party plan holders not issuing Addendums accordingly. All documents pertaining to this solicitation can be downloaded from www.demandstar.com

This addendum is to address issues and RFI's brought up by potential bidders during the solicitation.

A. QUESTIONS:

Question # 1 - Following the restraint detail on sheet C501, there seems to be a few hundred feet difference between the bid unit total and actual takeoff total on restrained pipe, will this be adjusted after the contract is awarded?

Answer # 1 - The contract is to be awarded based on lump sum bid and will be paid based on actual quantities installed. Refer to Paragraph B.b.i. of this addendum for the Revised Bid Response Form.

Question # 2 - Being that Doyle Road is a County Road, will their details/specs supersede the plan details and if so, will the contractor be held liable for these changes?

Answer # 2 - All work in the Volusia County Right of Way shall meet the requirements as outlined in the project documents. The County has issued a permit based on the Construction Drawings included in this bid. Refer to Paragraph B.b.iii. of this addendum for the revised Section 01065 Permits and Fees.

Question # 3 - Who is responsible for the County permit and fees?

Answer # 3 - The City has paid for and obtained the Volusia County Right of Way Use Permit and Volusia County Health Department water main construction permit. As stated in Section 01065 Permits and Fees the Contractor shall obtain all other permits and licenses related to this work (i.e. MOT permit, NPDES, etc.).

Question # 4 - On sheet C101 at sta: 103+92, will this road crossing be considered at an intersection? The road crossing on the plans is showing (detail 6) next to it and does that mean that the contractor will be responsible for complete overlay/resurfacing?

Answer # 4 - The open trench road crossing of Courtland Boulevard at station 103+92 shall be as depicted in the project drawings and as detailed in Detail 6 on Sheet C501. The Contractor shall implement measures to avoid damages to any existing pavement not depicted for removal and replacement in the project documents. Damage by the Contractor to any existing pavement shall be repaired at the discretion of the City (Courtland Boulevard), or Volusia County (Doyle Road), at the expense of the Contractor. Work within County right of way has been specifically permitted with zero disturbances to existing pavement along Doyle Road. Any damage by Contractor to areas listed may require full overlay of the intersection.

Question # 5 - At sta: 104+55, is the City going to do a shut down on the existing water main for the new proposed 8" gate valve and plug/cap or should this be an inserta valve at this location?

Answer # 5 - This will be a planned shutdown. Refer to Paragraph C.a.iv. of this addendum. The contractor shall coordinate with the City in accordance with Direct Connection procedures outlined in revised Section 01100 Special Conditions (refer to Paragraph B.b.iv. of this addendum.) including cleaning, disinfecting and bacteriological testing of the line as typical. The Measurement and Payment of the proposed valve will be per pay item #10 of Section 01025, the Direct Connection shall be per pay item #13. Refer to Paragraph C a iv of this addendum.

Question # 6 - The plans make it very clear for the contractor to maintain upward gradient on the water main, with that said, if for some reason there are existing utilities not shown or shown on the plans that interfere with this comment, will the contractor be liable for placing an ARV at his cost per the note?

Answer # 6 - The existing utilities shown are based on the best available data at the time of design. As per Section 01025 Pay Item #4 the Contractor is required to locate all existing utilities 21 days in advance of construction. Refer to Paragraph B.b.iv Refer to Paragraph C a iv of this addendum for additional applicable information in Section 01100.

Note an ARV shall be added to the plans at Station 143+70, 46'RT refer to Paragraph C.a.ii. and C.a.iii.

Question # 7 - Could you confirm that the City does not allow Diamond Pipe within their water main infrastructure? I see they are allowed for supply of wastewater forcemain.

Answer # 7 -Diamond Plastics Corp is an approved equal manufacturer for water main infrastructure.

Question # 8 - I have looked through the specifications and am unable to locate a spec for Horizontal Directional Drilling and/or HDPE Pipe and Fittings. If I have overlooked the specifications would you let me know and if I have not, would you please add them via addendum?

Answer # 8 - Section 02530 has been added to the Project Manual and is included in this addendum. Refer to Paragraph B.a.i of this addendum.

Question # 9 - Can Fusible PVC™ be used as an equal to 20" HDPE water main for the Directional Drill in Bid Item No. 10?

Answer # 9 - Fusible PVC is not considered an equal to HDPE for this project.

B. PROJECT MANUAL:

a. ADDITIONS

- i. Section 02530 Directional Drilling of High Density Polyethylene (HDPE) Pipe in its entirety.
- ii. Section 15050 Utility Piping, Fittings, Valves, and Accessories insert the following paragraphs:

"1.06 LOW-LEAD BRASS

- A. All brass shall comply with the Federal Reduction of Lead in Drinking Water Act."

"2.17 LEAD REQUIREMENTS

- A. All products shall comply with the Safe Drinking Water Act (SDWA), including the amendment from Bill S. 3874 The Reduction of Lead in Drinking Water Act. This amendment reduces the maximum allowable percentage of lead from 8.00% to 0.25% (weighted average) as it pertains to "pipe, pipe fittings, plumbing fittings, and fixtures."

- iii. Appendix "A" - Geotechnical Report insert in its entirety.

b. REPLACEMENTS

- i. Section 00300 Bid Response Form shall be replaced in its entirety with attached Section 00300 Revised Bid Response Form.
"The Bid Response Form has been updated and shall be acknowledged with this addendum. Bidders shall include the "Revised Bid Response Form" with their submittal. Submittals with the original Bid Form will not be accepted and considered non-responsive. Revised Bid Response form can be downloaded from Demandstar as a separate document."
- ii. Section 01025 Measurement and Payment shall be replaced in its entirety with attached Section 01025 Measurement and Payment.
- iii. Section 01065 Permits and Fees shall be replaced in its entirety with attached Section 01065 Permits and Fees plus attached permits (Volusia County Health Department Permit No.: 0124932-139-DSGP / Volusia County Right of Way Use Permit No.: 2013-P-USE-0195)
- iv. Section 01100 Special Project Procedures shall be replaced in its entirety with attached Section 01100 Special Project Procedures.
- v. Section 15050 Utility Piping, Fittings, Valves, and Accessories insert the following paragraphs:

"2.08 CORPORATION STOPS

- A. Corporation stops shall be designed and manufactured in accordance with AWWA C-800, latest edition. Inlet threads shall be AWWA-taper thread (CC). Outlet shall be fitted with connections to suit connecting pipe or tube. Provide insert stiffeners for plastic tubing and PE pipe.

- B. Plastic insert stiffeners for ¾" and 1" shall be provided for plastic tubing and PE pipe as manufactured by Mars Part Nos. 090970WH and 090972WH. Insert stiffeners for 2" shall be stainless steel.
- C. Corporation stops shall be manufactured by Ford or Mueller. 1" corp stop: F1100-4
2" corp stop: F1100-7.
- D. All products shall comply with the Safe Drinking Water Act (SDWA), including the amendment from Bill S. 3874 The Reduction of Lead in Drinking Water Act. This amendment reduces the maximum allowable percentage of lead from 8.00% to 0.25% (weighted average) as it pertains to "pipe, pipe fittings, plumbing fittings, and fixtures."

2.09 CURB STOP

- A. Curb stop shall be constructed of bronze conforming to AWWA C-800 (ASTM B62). O-rings and seats shall be Buna-N rubber. Inlet and outlet connections shall be suitable for use with connecting pipe, tubing, yoke or meter as applicable.
- B. Plastic insert stiffeners for ¾" and 1" shall be provided for plastic tubing and PE pipe as manufactured by Mars Part Nos. 090970WH and 090972WH. Insert stiffeners for 2" shall be stainless steel.
- C. Curb stop shall be manufactured by Ford. Meter valve shall be manufactured by Ford Single ¾", B43-342W, Single 1", B43-344W, Double Service/Branch UAV43-42W. Single 2" Service Curb Stop shall be B41-777W-NL or BF43-777W-NL.
- D. All products shall comply with the Safe Drinking Water Act (SDWA), including the amendment from Bill S. 3874 The Reduction of Lead in Drinking Water Act. This amendment reduces the maximum allowable percentage of lead from 8.00% to 0.25% (weighted average) as it pertains to "pipe, pipe fittings, plumbing fittings, and fixtures."

C. PROJECT DRAWINGS:

a. ADDITIONS

- i. General Note #32 on Sheet G002 shall read: "All brass that comes in contact with potable water shall comply with the Federal Reduction of Lead in Drinking Water Act.
- ii. An ARV shall be depicted at Station 143+70, 46'RT.
- iii. A potable water ARV detail shall be added as Detail 4 on Sheet C504. See Detail 4 attached to this Addendum.
- iv. At Stat 104+55.63, 140.76'L the construction shall include "Direct Connect to Existing 8" water main with 8" Gate Valve and 8" Plug and Cap; Bacteriological Sample Location in accordance with Detail 1 sheet C504."

Questions regarding this bid shall be **in writing** to:

Brian Boehs
 Purchasing Agent
 City of Deltona Public Works Division
 Email: bboehs@deltonafl.gov
 Or fax at 386-878-8971

The bid due date remains November 21, 2013 at 2:00 p.m. All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process, all the way up to an award. Any such contact shall be cause for rejection of your bid proposal.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC
NAME OF BUSINESS

BY: [Signature] 11-21-13
SIGNATURE/DATE

Chad S Hazen, President
NAME & TITLE, TYPED OR PRINTED

1599 Tionia Road
MAILING ADDRESS

New Smyrna Beach, FL 32168
CITY, STATE, ZIP CODE



**ADDENDUM # 2
CITY OF DELTONA
ITB # PW 14-01
DOYLE RD WATER MAIN RELOCATION AND IMPROVEMENTS
November 15, 2013**

All contents of this addendum shall be incorporated into the solicitation documents and the ensuing contract with the awarded contractor.

-
- Questions were accepted up to ten days prior to the bid opening. The last day and time questions and RFI's for this bid were accepted was November 12, 2013. No further questions or RFI's will be accepted for this solicitation.
 - Addendums may be issued up to 48 hours prior to the bid opening due time. It is the responsibility of all potential bidders to ensure they have received all addendums issued.
 - City of Deltona is not responsible for third party plan rooms or third party plan holders not issuing Addendums accordingly. All documents pertaining to this solicitation can be downloaded from www.demandstar.com

This addendum is to clarify items in the Project Documents and add items not listed in Addendum #1.

A. CLARIFICATIONS:

1. Both directional drills, (1) from Sta: 132+28.28 to Sta: 136+51.81 and (2) from Sta.: 144+10.01 to Sta.: 149+48.77, shall be 20" HDPE DR-11 as shown in the profile. All fusion welding, mechanical joint adapters, tracer wires, and other items, as listed in measurement and payment pay item #8, necessary to complete the installation in accordance with the Project Documents shall be included in the contract unit price. Please refer to Final Revised Bid Response Form.

B. PROJECT MANUAL:

a. ADDITIONS

- i. Section 01025 Measurement and Payment Paragraph 1.04 insert the following paragraph:

"20. Air Release Valves: (Bid Item 35)

- a. The number of Air Release Valves to be paid for will be determined by the actual units installed and accepted.
- b. Payment for Air Release Valves will be made at the Contract unit price per the item, which price and payment shall be full compensation for furnishing, installing to finished grade and testing the valve, complete with the saddle, corporation stop, piping, fittings, curb stop, valve, concrete pad, above grade enclosure, other required appurtenances, site restoration, including landscaping and/or sodding as necessary, tree trimmings, vegetation removal, site restoration, including landscaping and/or sodding as necessary, tree trimmings, vegetation removal, and for all equipment and all other work necessary to complete the installation as specified."

b. REPLACEMENTS

- i. Section 00300 "Revised Bid Response" Form from addendum # 1 shall be replaced in its entirety with attached Section 00300 "Final Revised Bid Response Form".
The Final Revised Bid Response Form has been updated and shall be acknowledged with this addendum. Bidders shall include the "Final Revised Bid Response Form" with their submittal. Submittals with the original Bid Form or the Revised Bid Response Form from addendum # 1 will not be accepted and considered non-responsive. Final Revised Bid Response form can be downloaded from Demandstar as a separate document."

Questions regarding this bid shall be in writing to:

Brian Boehs
 Purchasing Agent
 City of Deltona Public Works Division
 Email: bboehs@deltonafl.gov
 Or fax at 386-878-8971

The bid due date remains November 21, 2013 at 2:00 p.m. All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process, all the way up to an award. Any such contact shall be cause for rejection of your bid proposal.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC
 NAME OF BUSINESS

BY: [Signature] 11-21-13
 SIGNATURE/DATE

Chad S Hazen, President
 NAME & TITLE, TYPED OR PRINTED

1599 Tionia Road
 MAILING ADDRESS

New Smyrna Beach, FL 32168
 CITY, STATE, ZIP CODE



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013

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

SUBJECT: Request for approval of budget amendment to replace the old LED welcome signs, located at Howland and Saxon Boulevards.

LOCATION:

N/A

BACKGROUND:

The two LED welcome signs, located at the entrances to the City, ceased to function (update messages), and are not repairable, due to the age of the hardware (not serviced or manufactured any longer). The only option is to replace the old sign hardware and software with current technology. An RFP resulted in two submittals. After a review of the vendor proposals (Don Bell Signs, Stewart Signs), it was decided to select Stewart Signs, based on costs and information provided in the proposal.

A Budget Amendment of \$18,000.00 is requested to cover the cost of replacing the old LED welcome signs. Originally, funds were not budgeted in the 2013/2014 Fiscal Year. The source of the funding will be from General Fund budgetary fund balance.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

General Fund General Government R-M Equipment/Acct #001190-524602

COST:

\$18,000.00

REVIEWED BY:

Finance Director

STAFF RECOMMENDATION PRESENTED BY:

Lee Lopez, Public Information Officer - That the City Commission approve the budget amendment in the amount of \$18,000.00 to replace the old LED welcome signs, and award the bid for services to Stewart Signs.

**POTENTIAL
MOTION:**

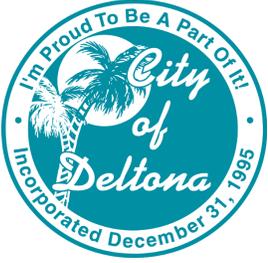
"I move to approve the budget amendment in the amount of \$18,000.00 to replace the old LED welcome signs, and award the bid for services to Stewart Signs."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Sign Equipment RFP
- Vendor Submittal
- Vendor Submittal
- Budget Document-Funds



QUOTE #2014-04

**WRITTEN QUOTE REQUEST TO
RETROFIT (2) LED SIGNS**

The City of Deltona is requesting quotes from vendors qualified to retrofit two signs that the City currently has. The current signs have older technology and can no longer be repaired. The City is looking to retrofit these signs with 20mm full color LED screens. The size will be at or near 24 x 96. It is the responsibility of the bidder to measure the sign to confirm that this size would be the best fit for the signs. They are located on Howland Boulevard and Saxon Boulevard. The work includes removal of all old components and installation of the new ones.

Provide the following with your quote:

- Warranty Information
- Specifications
- Cost for service and whether your company will charge an hourly fee or annual service contract and what is included in the cost.

COST TO RETROFIT BOTH SIGNS: \$_____

Quotes are due by Thursday, November 7, 2013 by 12:00 noon in my office. You can email your quote to me at kkrauss@deltonafl.gov or fax it to my attention at (386) 878-8571.

Contact Information:

Kate Krauss, CPPO, CPPB, SPSM
2345 Providence Blvd.
Deltona, FL 32725
Phone: (386) 878-8570
Fax: (386) 878-8571

Provide a signature of the person authorized by your company to provide this quote.

Company Representative

Date

Title

**CITY OF DELTONA
COMPANY INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Prism Display Systems®

25mm



Impact, flexibility, energy savings and instant updating capabilities make Prism color displays valuable, cost-effective tools for your business's success.

The 25mm pixel spacing of YESCO's Prism color displays delivers the tight resolution required for relatively close viewing or higher resolution. Modules are 8x16 matrixes that can be stacked to create the desired size. These displays are ideal for any outdoor application due to their weatherproofing feature, which include silicone-sealed components, conformal-coated boards and sealed cabinet encasements.

With YESCO's exclusive PrismView® software, you can easily create content for your display and play it on request or according to a predetermined schedule. (Other graphic/animation software can also be used to develop content.) Because every YESCO display is equipped with a remote communication device, you can control any number of displays from a single computer at the location of your choice using PrismView.

All YESCO displays are manufactured entirely in the United States using the highest quality LEDs available.

*Alabama Theatre, Myrtle Beach, SC
25mm 136x176*

Specifications:

Pixel Pitch	13.7mm x 7.6mm cluster on 25mm (1") centers	Module Configuration	8 x 16 matrix
Pixel Configuration	1 red, 1 green, 1 blue	Power Frequency	120/240 volts, 50/60 Hz
Pixel Density	1,550 meter ² / 144 foot ²	Power Usage (per pixel)	Max: .45 watts, Avg.: .16 watts
Diode Type	Discrete Lamp	Power Usage (per module)	Max: 57.6 watts, Avg.: 20.6 watts
Diode Density	4,652 meter ² / 432 foot ²	Module Weight	1.9 lbs / .8 kg
Brightness	6,443 nits	Software	PrismView®
Viewing Angle	140° (+/- 70°) Horizontal 65° (+/-32.5°) Vertical	Animation Rate	60 frames per second
LED Lifetime	100,000 hours	Video Rate	60 frames per second
Video Processing	19 bit, 100% digital	Calibration	Pixel to Pixel and Module to Module
Color Processing	14 bit	Working Temperature	-30°F to 122°F (-34°C to 50°C)
Dimming Capability	10 bit (1024 levels of brightness)	Cabinet Construction	Sheet metal with red leaded structural steel frame
Number of Colors	4.3 trillion colors	Weatherproofing	Silicone Sealed
Intensity	16,384 levels of red, green and blue	Louvers	Injection molded
Color Wavelength	red: 630nm, green: 530nm; blue: 465nm	Cooling	Quiet Running Vent Fans or AC as required
Color Temperature	4,500 - 9,000 K (adjustable)		



YESCO Electronics™

www.yesco.com
106

Electronics Branch
1651 North 1000 West
Logan, UT 84321
(435) 774-8800 Item 7C



November 7th, 2013

Kate Krauss
Purchasing Manager
City of Deltona
Deltona, Fl. 32725

RE: Quote # 2014-04 Retrofit (2) LED Signs

Dear Ms. Krauss:

Why do Municipalities purchase their signs from Stewart Signs? One reason is peace of mind. Stewart Signs is a division of EBSCO Industries, ranked by Forbes as one of America's largest privately held corporations. As part of this company, our customers are further ensured that **Stewart Signs will be around tomorrow to stand behind the sign you invest in today.**

Stewart Signs maintains an **A+ rating with the Better Business Bureau**. We also have a **5A1 rating from Dun & Bradstreet**, the highest awarded. Here are some highlights that I believe are important to this project.

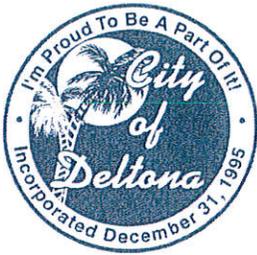
- A sign completely assembled in the United States
- Full in-house technical staff that supports our firmware and the hardware for the displays
- Free On line and telephone assistance.
- Stewart Signs maintains an A+ rating with the Better Business Bureau. This means that we take care of our customers if a problem arises.
- Stewart Signs has a rating of 5A1 with Dunn & Bradstreet. This means that we are financially secure to provide, maintain, and service our products for the years guaranteed under the warranty and beyond.
- Stewart Signs has the capability to bond our portion of the work. We would supply you with a payment and performance bond upon receipt of our contract.
- Stewart Signs is the manufacturer of the LED Display and Id Cabinet. When Stewart Signs made the commitment to become the manufacturer of LED displays we felt that to continue to provide our customers with the best product possible we would need to become the single source for both product and responsibility.

We would like to thank you for allowing us to participate in the bidding and substitution process of this project. We have reviewed the requirements and have complied with them to the best of our ability. As a manufacturer of LED signs, we can provide you with a quality sign that meets your expectations. I am confident that upon choosing Stewart Signs as your vendor of choice you will be more than satisfied. From conceptual design to final completion, we have the staff and support to work with your assigned personnel.

Sincerely,

Joseph E. Steier
Senior Project Manager
Stewart Signs
jsteier@stewartsigns.com

2201 Cantu Court Suite 215 Sarasota, Fl 34232
(941) 378-4242 (800) 237-3928 Fax (800) 485-4280
www.stewartsigns.com



QUOTE #2014-04

**WRITTEN QUOTE REQUEST TO
RETROFIT (2) LED SIGNS**

The City of Deltona is requesting quotes from vendors qualified to retrofit two signs that the City currently has. The current signs have older technology and can no longer be repaired. The City is looking to retrofit these signs with 20mm full color LED screens. The size will be at or near 24 x 96. It is the responsibility of the bidder to measure the sign to confirm that this size would be the best fit for the signs. They are located on Howland Boulevard and Saxon Boulevard. The work includes removal of all old components and installation of the new ones.

Provide the following with your quote:

- Warranty Information
- Specifications
- Cost for service and whether your company will charge an hourly fee or annual service contract and what is included in the cost.

COST TO RETROFIT BOTH SIGNS: \$ 17,310.00

Quotes are due by Thursday, November 7, 2013 by 12:00 noon in my office. You can email your quote to me at kkrauss@deltonafl.gov or fax it to my attention at (386) 878-8571.

Contact Information:

**Kate Krauss, CPPO, CPPB, SPSM
2345 Providence Blvd.
Deltona, FL 32725
Phone: (386) 878-8570
Fax: (386) 878-8571**

Provide a signature of the person authorized by your company to provide this quote.


Joseph E. Steier
Company Representative

11-07-2031
Date

Senior Project Manager
Title

CITY OF DELTONA
COMPANY INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: **J.M. Stewart Corporation**

Address: **2201 Cantu Court Suite 215**

City: **Sarasota**

State: **Florida**

Zip Code: **34232**

Phone Number: **888-237-3928 ext 140**

Fax Number: **800-485-4280**

Project Contact: **Joseph E. Steier**

e-mail address: **jsteier@stewartsigns.com**

Remittance (Payment) Mailing Information

Address: **2201 cantu Court Suite 215**

City: **Sarasota** State: **Fl.** Zip Code: **34232**

Phone Number: **800-237-3928**

Fax Number: **800-485-4280**

Project Contact: **Kathy Toth**

e-mail address: **ktoth@stewartsigns.com**

Federal Tax ID No.: **63-1287054**

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Stewart Signs Bid Division

Date: 11/7/13 **Quote #** xxxxxxx **Customer #** xxxxxxx
Project: Replacement LED Displays
Company: City of Deltona
Address: 2345 Providence Blvd.
City: Deltona **Phone:** (555) 123-4567
State: FL **Zip:** 32725 **Email:** kkrauss@deltonafl.gov
 Kate Krauss **Quote Prepared by:** Joe Steier 1-800-237-3928 ext 140
JSteier@stewartsigns.com www.stewartsigns.com

2201 Cantu Ct., Suite 215; Sarasota, FL 34232

LED Display Specifications		Dimensions:	
20 mm	Daystar EXP	<i>Nominal dimensions - final dimensions are provided on mechanical drawings</i>	
Full Color Display		Active Display Height:	1' - 7" (19")
Linux Embedded PC Controller		Active Display Width:	7' - 4.25" (88.25")
Matrix - Pixel Height:	24	Cabinet Depth:	7"
Matrix - Pixel Width:	112	Cabinet Height:	1' - 10" (22")
Pixel on-center-dimension:	0.79"	Cabinet Width:	7' - 7.25" (91.25")
LEDs per Pixel:	2 red, 1 green, 1 blue	Front Serviceable with Removable Modules	
Total Pixels per Side:	2,688	Graphic & Text Capabilities	
Total Discrete LEDs per Side:	10,752	Supported Files: GIF, JPEG, BMP, AVI, MPEG, WMV & SWF	
Brightness (Nits):	>10,000 nits	Displays 3 lines of 5.5" tall characters with ~19 - 23 characters per line	
Number of Colors:	281 Trillion	Capable of 1 - 3 lines of text	
Virtual Pixel Height:	48	Variable fonts & text sizes up to 18.9" tall	
Virtual Pixel Width:	224	Electrical: Requires 2 Circuits - 1 Per Side	
Virtual Pixels:	10,752	Typical Use (Daytime):	704 Watts per face
Communication Included:	Wi-Fi **	Typical Use (Night time):	247 Watts per face
Daystar Media Software:	Included	Maximum:	1,006 Watts per face
Frames per Second:	60	Voltage:	120 Max Draw: 8.0 Amps per face
Auto or Manual Dimming:	100 Levels	Recommended Circuit per Side:	20 Amps
Temperature Probe:	Included	Quote/PO Amount (USD)	
Estimated Ship Date:	6 - 8 Weeks	Description	Price
Double Sided		Double Sided LED Display	\$11,540.00
LED Single Sided Cabinet Qty:	2	Installation	Included
Software allows operating in Parent - Child or Parent - Parent Mode		Freight:	Included
Weight		TOTAL Price:	\$11,540.00
LED Cabinet Weight (Qty 2):	159 lbs. (ea.)	P.O. Issued	
Crated Weight (Qty: 1):	471 lbs. (ea.)	Organizations exempt from sales tax must include exempt certificate with order.	
Total Shipping Weight:	471 lbs.	Customer's Authorized Signature: _____	
Crate Size (LxWxH):	98"x 26"x 30"	All dimensions and specifications are approximate values	
Freight Classification:	92.5		

**Requires Line-of-Sight Between Antennas, Max Distance of 3,500'
 Subject to Interference from other RF Sources

Print Name: _____ Date: _____

Special Instructions:
 Regular Telephone Landline is the method of communication provided- Not Wi-Fi as stated above

SHIPPING INFORMATION			
LED Display (via Common Carrier)		Invoice (via USPS)	
City of Deltona	City of Deltona	City of Deltona	City of Deltona
2345 Providence Blvd.	2345 Providence Blvd.	2345 Providence Blvd.	2345 Providence Blvd.
Deltona	Deltona	Deltona	Deltona
FL 32725	FL 32725	FL 32725	FL 32725
Phone: (555) 123-4567	Phone: (555) 123-4567	Phone: (555) 123-4567	Phone: (555) 123-4567

Stewart Signs Bid Division

2201 Cantu Ct., Suite 215; Sarasota, FL 34232

Date: 11/7/13 Quote # xxxxxxx Customer # xxxxxxx
 Project: Replacement LED Displays - Quote # 2014-04
 Company: City of Deltona
 Address: 2345 Providence Blvd.
 City: Deltona Phone: (555) 123-4567
 State: FL Zip: 32725 Email: kkrauss@deltonafl.gov
 Kate Krauss Quote Prepared by: Joe Steier 1-800-237-3928 ext 140
JSteier@stewartsigns.com www.stewartsigns.com

LED Display Specifications
20 mm Daystar EXP
Full Color Display
Linux Embedded PC Controller
 Matrix - Pixel Height: 24
 Matrix - Pixel Width: 112
 Pixel on-center-dimension: 0.79"
 LEDs per Pixel: 2 red, 1 green, 1 blue
 Total Pixels per Side: 2,688
 Total Discrete LEDs per Side: 10,752
 Brightness (Nits): >10,000 nits
 Number of Colors: 281 Trillion
 Virtual Pixel Height: 48
 Virtual Pixel Width: 224
 Virtual Pixels: 10,752
 Communication Included: Wi-Fi **
 Daystar Media Software: Included
 Frames per Second: 60
 Auto or Manual Dimming: 100 Levels
 Temperature Probe: Included
 Estimated Ship Date: 6 - 8 Weeks

Single Sided
 LED Single Sided Cabinet Qty: 1

Weight
 LED Cabinet Weight (Qty 1): 159 lbs. (ea.)
 Crated Weight (Qty: 1): 312 lbs. (ea.)
 Total Shipping Weight: 312 lbs.
 Crate Size (LxWxH): 98"x 19"x 30"
 Freight Classification: 100

**Requires Line-of-Sight Between Antennas, Max Distance of 3,500'
 Subject to Interference from other RF Sources

Print Name: _____

Date: _____

Dimensions: *Nominal dimensions - final dimensions are provided on mechanical drawings*
 Active Display Height: 1' - 7" (19")
 Active Display Width: 7' - 4.25" (88.25")
 Cabinet Depth: 7"
 Cabinet Height: 1' - 10" (22")
 Cabinet Width: 7' - 7.25" (91.25")
 Front Serviceable with Removable Modules

Graphic & Text Capabilities
 Supported Files: GIF, JPEG, BMP, AVI, MPEG, WMV & SWF
 Displays 3 lines of 5.5" tall characters with ~19 - 23 characters per line
 Capable of 1 - 3 lines of text
 Variable fonts & text sizes up to 18.9" tall

Electrical: Requires 1 Circuits - 1 Per Side
 Typical Use (Daytime): 704 Watts per face
 Typical Use (Night time): 247 Watts per face
 Maximum: 1,006 Watts per face
 Voltage: 120 Max Draw: 8.0 Amps per face
 Recommended Circuit per Side: 20 Amps

Quote/PO Amount (USD)	
Description	Price
Single Sided LED Display	\$5,770.00
Installation	Included

Freight: Included
TOTAL Price: \$5,770.00

P.O. Issued

Organizations exempt from sales tax must include exempt certificate with order.

Customer's Authorized Signature: _____

All dimensions and specifications are approximate values

Special Instructions:

Regular Telephone Landline is the method of communication provided- Not Wi-Fi as stated above

SHIPPING INFORMATION

LED Display (via Common Carrier)			Invoice (via USPS)		
City of Deltona			City of Deltona		
2345 Providence Blvd.			2345 Providence Blvd.		
Deltona			Deltona		
FL	32725	Phone: (555) 123-4567	FL	32725	Phone: (555) 123-4567

Ordering Procedures and Additional Terms

Check quote for accuracy and, if approved, sign and date.

Unless otherwise noted in Special Instructions, quoted prices are valid for 60 days.

Freight & applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exempt certificate with order.

Any cancellation may be subject to a cancellation fee.

In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

JM Stewart Corporation - Five (5) Year Warranty

JM Stewart Corporation, subsequently referred to as "Stewart Signs", warrants to the Original Purchaser, subsequently referred to as the "Customer" its LED Displays for a period of five (5) years.

Failed electronic parts or assemblies will be repaired, exchanged or replaced for five (5) years from date of shipment. Telephone support is provided as needed with the Customer's staff technician. On-site labor is not included unless otherwise stated within Special Instructions on the face of this Agreement and, unless otherwise stated, any on-site service required by Stewart Signs' factory technician or a local Authorized Service Provider is billed based on an agreed upon written quote.

Stewart Signs will replace failed LED pixels, (on-site labor not included), if greater than 0.5% of the total number of pixels in the sign have failed in a year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when the pixel will no longer emit light. Pixel repair will be performed at the Stewart Signs Repair Center. As known within the Sign industry all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Warranty does not cover normal LED degradation.

Stewart Signs will repair or replace failed radio components for a period of One (1) year. Stewart Signs defines radio component failure as a radio component that does not transmit or receive data properly. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Warranty does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions). The Customer is responsible for routine maintenance, and preventative maintenance functions.

Failure by the Customer to properly maintain the LED display will void coverage for affected components. The Customer shall notify Stewart Signs immediately of equipment failure and allow Stewart Signs full and free access to the equipment when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. Also, the Customer will allow Stewart Signs to use necessary machines, communication facilities and other equipment at no charge.

Throughout the term of this Warranty, Customer shall maintain site conditions within common environmental ranges of all system devices as specified by Stewart Signs.

The Warranty does not cover electrical work external to the equipment, accessories, alterations, attachments, or other devices not furnished by Stewart Signs unless specifically noted on the face of this Agreement. Batteries and metallic or fiber optic data cables are not covered unless specified on the face of this Agreement.

Stewart Signs will provide and be responsible for the cost of shipping parts from Stewart Signs to the Customer. The Customer will provide and be responsible for the cost of shipping parts to Stewart Signs.

This Warranty does not apply to software. Software is covered by a separate Agreement, which appears in the seller's software license agreement, unless specified on the face of this Agreement.

All items returned to Stewart Signs must have a Return Materials Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit.

The Warranty does not cover normal wear and tear; inadequate or improper power; improper care or abuse of equipment; unauthorized attempt to repair or modify the equipment; failures caused by environmental conditions beyond Stewart Signs control such as corrosives and metallic pollutants; acts of God, nature, terrorism or war.

DayStar

EXP SERIES



Attract attention with a dynamic LED display from Stewart Signs. Show any combination of video, graphics and text with the DayStar EXP outdoor electronic message center. Create eye-catching messages with ease using our proprietary software which includes hundreds of starter graphics! Our Dynamic Matrix technology also allows you to maximize your display by utilizing adjacent pixels to increasing the resolution of your sign!

Give the right impression with a quality sign from a company that will be there for you for years to come!



DayStar EXP Models

Physical Pitch:	16mm	20mm	25mm
Full Color LEDs per Pixel:	2R / 1B / 1G	2R / 1B / 1G	2R / 1B / 1G
Monochrome LEDs per Pixel:	2	2	2
Module Matrix:	16 (H) X 16 (W)	8 (H) X 16 (W)	8 (H) X 8 (W)
Minimum Character Height:	4.4"	5.5"	6.9"

Cabinet Construction: All Aluminum

Service Access: Front Serviceable

LED Cabinet Weather Rating: IP 65

Product Warranty: 5 Year Parts Warranty

Tech Support: Unlimited from our in-house Stewart Technical Support Team

Graphics Capability: Text, Animation, Images and Pre-recorded Video Clips

Voltage: 120 / 240 VAC Single Phase

Average LED Life: 100,000 Hours

Certification: UL Listed

Software: DayStar Media



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America's Premier Sign Company

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2201 Cantu Court • Ste #215 • Sarasota, FL 34232

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Item 7C

DAYSTAR MEDIA

Programming Software

Superior Programming Power at Your Fingertips

With the versatile programming functionality of DayStar Media, you can effortlessly create and schedule the attention-grabbing content that will get you noticed.

You can bring existing images directly into the software without modification and easily overlay text on graphics or video. With the library of graphics DayStar Media provides, you'll be off to a quick start!

You are provided with tutorials and comprehensive help files both now and in the future. Let your organization shine with a Stewart DayStar EXP sign and DayStar Media Programming Software.

KEY FEATURES:

- Text, Images, and Video Capabilities including sources such as .avi, .mp4, .mov, 3gp, .jpg, .gif, .bmp, .png, .tif and .ico.
- Frame Extraction from Videos
- Library of Background Animations
- Dozens of Transition Effects
- Date and Time Display
- Full Scheduling, including Date Ranges, Times of Day and Days of Week
- Preview Editor
- Drag and Drop Scheduling
- Quick Schedule Management Icons
- Printable and Exportable Message Schedules
- Live Video and DVD playback (optional)



Sales: 1-800-237-3928

Customer Support: 1-855-841-4624

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Item 7C

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
J. M. Stewart Corporation

Business name/disregarded entity name, if different from above
Stewart Signs

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2201 Cantu Court Suite 215

City, state, and ZIP code
Sarasota, FL 34232

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-					

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
6	3	-	1	2	8	7	0	5	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **3-6-2010**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

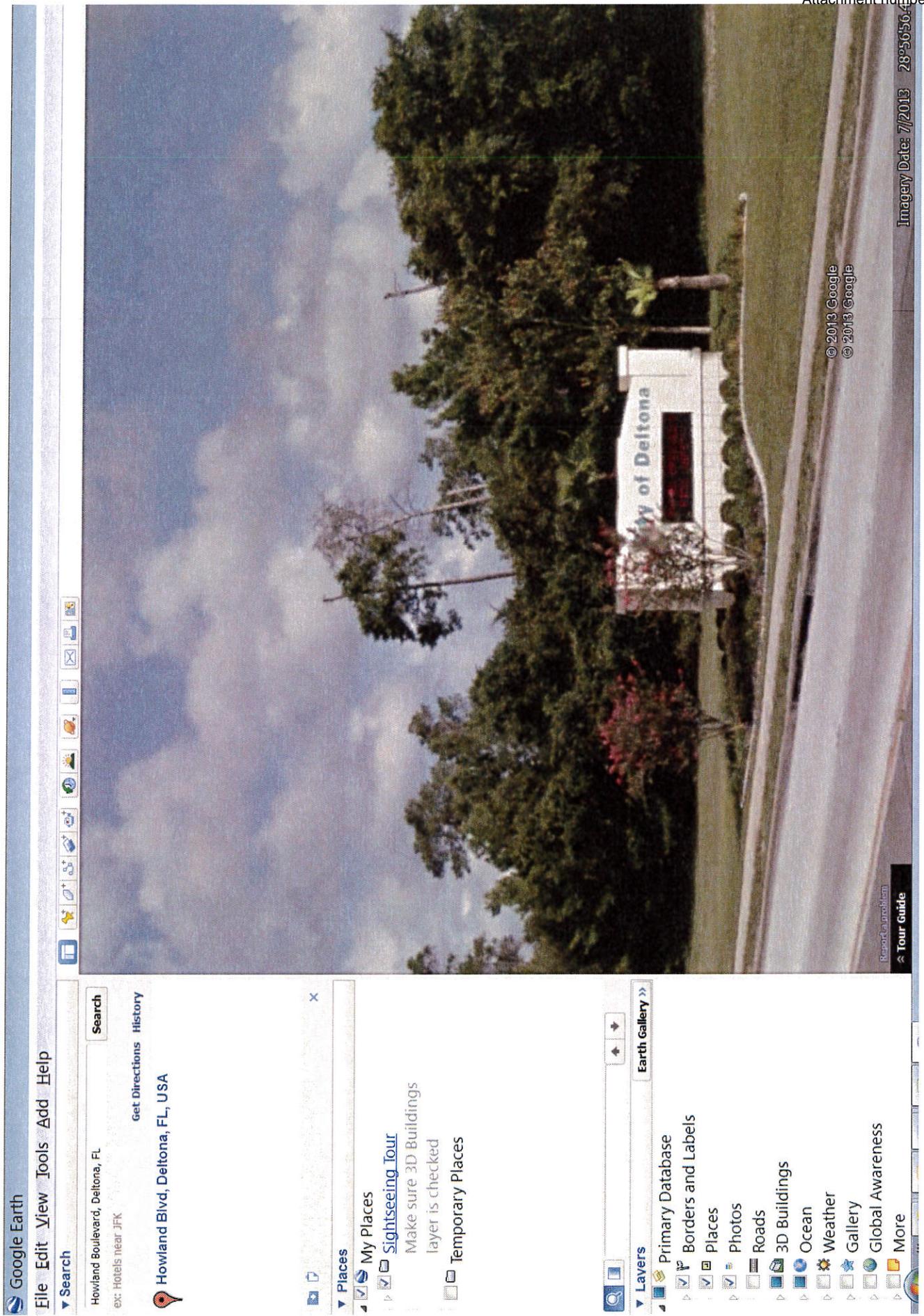
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

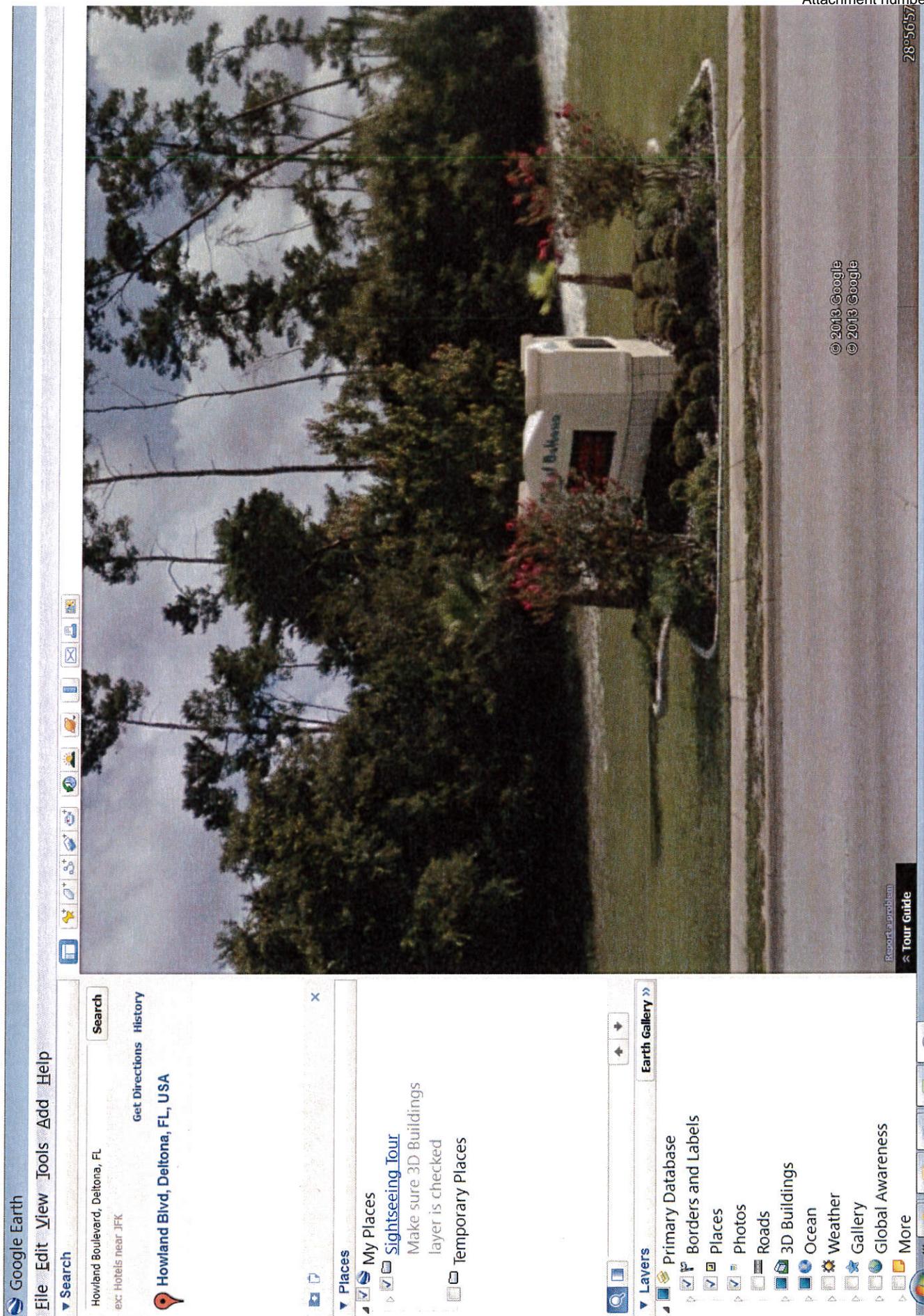
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.







Imagery Date: 5/2011 28°54'39.00" N 81°16'00.60" W

City of Deltona
Budget Amendment

Amendment #: 2014-06 Date: December 16, 2013
Fund: 001-General Fund Agenda Item: _____

		<u>Increase</u>	<u>Decrease</u>
Account #: 001190 524602	Amount:	18,000	
Description: <u>R&M - EQUIPMENT</u>			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			
Account #:	Amount:		
Description: _____			

Description: This amendment results in a net decrease in Budgetary Fund Balance of \$18,000.

Reason: **Fund needed sign upgrade by Stewart Signs.**

ATTEST:

Joyce Raftery, City Clerk

John C. Masiarczyk, Sr., Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - D
SUBJECT: Request for approval to submit the Program Year (PY) 2012/2013 CDBG Consolidated Annual Performance and Evaluation Report (CAPER).

LOCATION:

Citywide

BACKGROUND:

The CAPER is a summary of the accomplishments achieved under Title 24 of the Federally-funded Community Development Block Grant (CDBG) program that is administered by the City's Planning and Development Services Department.

The CAPER is submitted in accordance with regulations governing consolidated submissions for Community Planning and Development Programs (24 CFR 91.520) and CAPER requirements, as directed by the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to report the City's use of funds for the various activities conducted during the year. The majority of funds were expended for projects for stormwater, parks, housing, and public services.

The City submits a five-year strategic plan for the CDBG Program. This document is referred to as the "Consolidated Plan" (CP). The current CP is for Program Years 2008-2013 and describes the City's strategy for addressing housing and other community needs. The activity of the CP is carried-out through an Annual Action Plan.

The CAPER consists of narratives and tables, which describes the progress made toward achieving the goals and objectives set forth. It also highlights the efforts made by the City in carrying out various activities to improve the quality of life for low income households. In accordance with the citizen participation plan, a fifteen (15) day public comment period has been observed. Thus, staff requests City Commission approval for submittal of the 2012/2013 CAPER to HUD on or before December 31, 2013.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Planning Director; Finance Director; City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director, Planning and Development Services: Staff recommends that the City Commission approve the request to submit the Program Year 2012/2013 CDBG CAPER to HUD, as required by regulation.

POTENTIAL MOTION:

"I move to approve the request to submit the Program Year 2012/2013 CDBG CAPER to HUD, as required by regulation."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- PY2012/13 CDBG CAPER Report

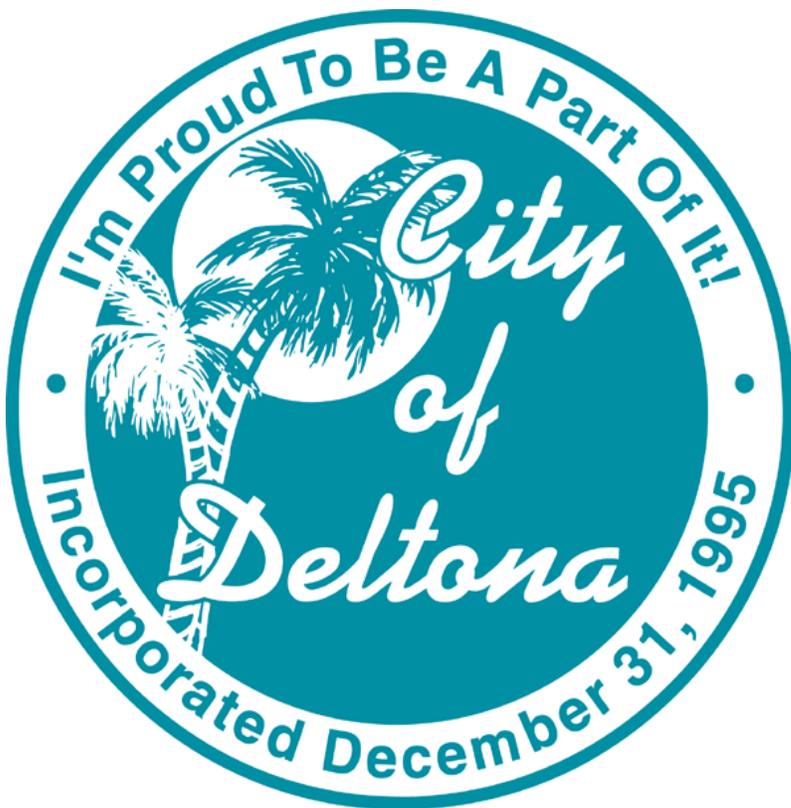
The Honorable
John C. Masiarczyk, Sr.
Mayor, City of Deltona

CAPER

PY 2012/2013

CITY OF DELTONA

Consolidated Annual Performance and Evaluation Report



COMMISSIONERS

Heidi Herzberg, Vice-Mayor, District 3

Webster Barnaby, District 2

Zenaida Denizac, District 1

Nancy Schleicher, District 4

Fred Lowry, District 5

Chris Nabicht, District 6

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Executive Summary

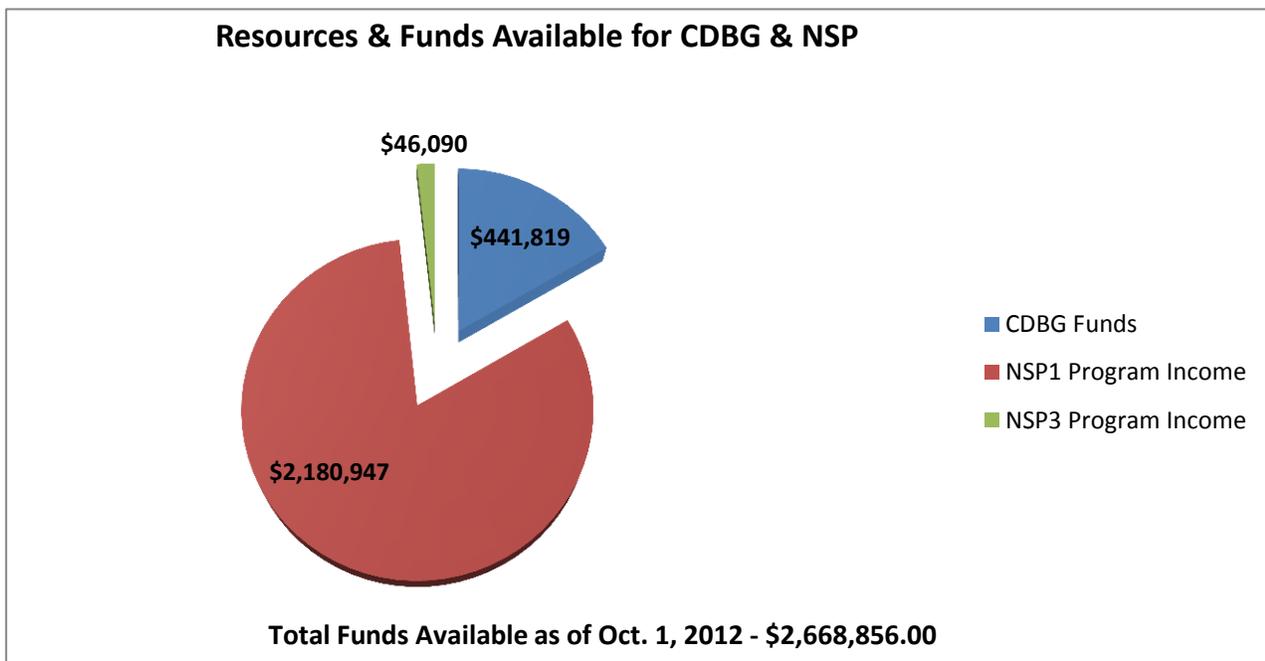
The City of Deltona is an entitlement community and is eligible to receive HUD funds. The City operates under a government comprised of an elected City Commission and an appointed City Manager. The Mayor, who is also elected, represents the City at-large and serves as the presiding officer at official meetings.

This CAPER represents the final year of the Five-Year Consolidated Plan (CP) for the City of Deltona. The new CP for the period 2013-2017 was submitted and approved in August under the new eCon Planning Suite. The CP identifies the long-term priorities of the City as it relates to addressing identified needs. U.S. Department of Housing and Urban Development, (HUD) funds will be utilized to address those needs. Deltona has received funds from the Neighborhood Stabilization Program (NSP) as well as Community Development Block Grant (CDBG) funds. With these combined funds, the City has undertaken a range of projects including acquiring and rehabilitating homes, redevelopment and public service activities.

During program year 2012, the city received approximately \$442,000 in funds from the CDBG Program. In addition, unexpended funds from NSP1 and NSP3 totaled \$3,190,137 for the purchase and rehabilitation of foreclosed properties. During the course of the year, program income was also derived from the sale of NSP homes.

Community Development Block Grant Funds	\$ 441,819
NSP 1 Program Income at 10/01/2012	2,180,947
NSP 3 Program Income at 10/01/2012	<u>46,090</u>
Total CDBG Grant and NSP Program Income	<u>\$2,668,856</u>

Table 1



SECTION 1: OVERVIEW

1. Introduction

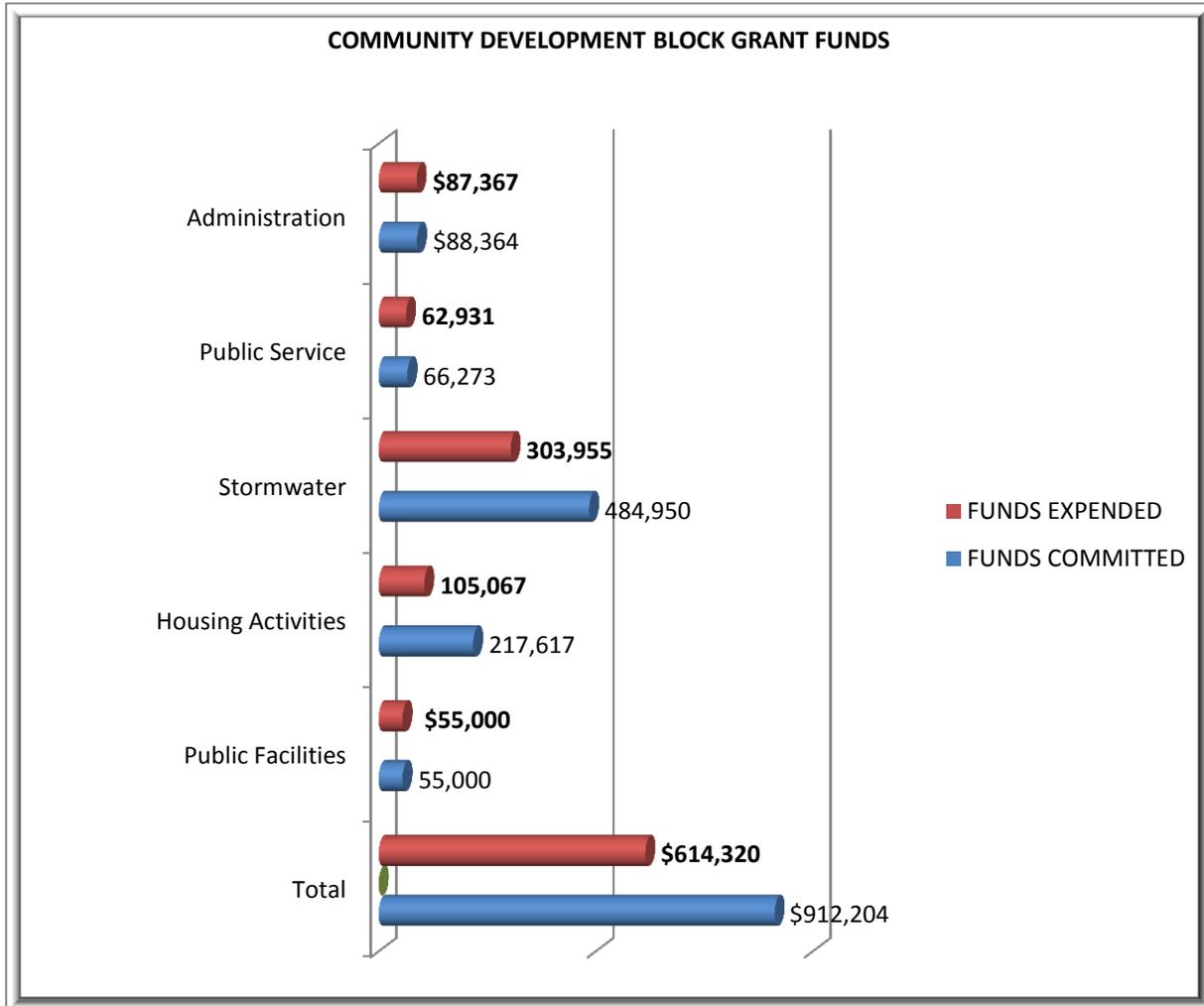
The formula-based allocation for PY2012 from HUD, for CDBG was \$441,819. In addition, the City had carry-over funds from the prior period in the amount of \$470,385, making a grand total of \$912,204 available for budgeting /re-budgeting. In keeping with the standard process of allocating HUD funds to various city projects, the City capped the available funds for public service activities at 15%, or a total of \$66,273; and a cap of 20%, or a total of \$88,364 for administration. The remainder of the funds were applied toward public facility, public works, and housing activities. The capped amount does not include funds carried-over as public service and administration. These activities are prohibited from carry-over.

The projects/activities selected were based upon the city's needs and the capital improvements program which were previously identified. The City decided to continue utilizing CDBG funds to further housing assistance because of the decrease in funding over the past few years from the State of Florida, State Housing Initiatives Partnership (SHIP) program. Also, due to new program restrictions under SHIP, the mandate to assist particular categories of income households limited the number of clients the City was able to serve.

Table 2

Category	Funds Committed	Funds Expended
Administration	\$88,364	\$87,367
Public Service	66,273	62,931
Stormwater	484,950	303,955
Housing activities	217,617	105,067
Public Facilities	55,000	55,000
Total	\$912,204	\$614,320

Table 3



2. Assessment of Relationship of Funds to Goals

- a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

PUBLIC SERVICES

The City continues to partner with local agencies which are committed to providing services to enhance and empower the residents of Deltona. Services include fostering independence, self-sufficiency, and providing opportunities for growth. Through the establishment of partnerships, the City is able to achieve a far-reaching impact.

Partnerships also provide non-profit organizations and other contracted agencies an opportunity to showcase their individual programs to the community. The relationships are invaluable for both the City and the program participants to promote viable, efficient

and accommodating services in the areas of elderly support, childcare, after school mentoring and scholarship for students.

The City is proud to boast a 97% activity completion rate for the current program year. This ratio indicates that of the total funds available, only 3% of the funds were not expended. Services that were unable to meet the 100% threshold were for foreclosure prevention assistance. Because of the requirement for participants to be able to make mortgage payments independently after three months, no eligible clients could be found.

STORMWATER DRAINAGE

For the past several years, the City has utilized a large portion of the formula-based CDBG allocation for public works and stormwater improvement projects. The Five-Year Consolidated Plan, of which this past program year was included, listed stormwater as a funding priority. In addition, most of the projects undertaken were addressed in the capital improvements program. The City utilizes City employees whenever possible for smaller-scale projects.

The performance achieved this year resulted in six (6) project completions, two (2) projects currently underway and two (2) project cancellations. The projects listed as underway were actually programmed for design and engineering in phase 1 and construction in phase 2.

Listed below is a summary of the activities:

1. Danforth Avenue Stormwater Improvement is 90% complete and will be completed in November 2013. Phase Two will commence in 2013-2014.
2. Mapleshade Stormwater Project is 44% complete at year end. Anticipated completion will be in year 2013-2014.
3. Piedmont Drainage was budgeted for engineering and design. The project was delayed by shifting priorities of current projects and will begin in 2013-2014.
4. Keys Lane Drainage Project were completed 10/15/2013.
5. Stillwater/Radcliff/Horizon Project was completed on 7/24/2013.
6. 1120-1128 Elgrove Stormwater Project was completed on 7/24/2013.
7. Keys Lane/Canal Drainage was cancelled and the funds were reallocated to the Keys Lane Drainage project.
8. Tulsa Dr./Dorchester Stormwater Project was completed 2/14/2013.
9. Dwight Hawkins basketball court and Firefighter's Memorial Park basketball court resurfacing were both completed 3/12/2013.
10. Eight housing rehabilitation projects commenced in 2012-2013. One project will be carried forward to 2013-2014.

Suitable Living Environment (SL-1, SL-2, SL-3)

- Provide public infrastructure and public facility activities to address sanitary and safety conditions for the residents.
- Improve roadways and drainage to eliminate hazardous conditions.
- Provide positive lifestyle habits by engaging students in mentoring and after school tutorial programs.

Decent Housing (DH-1 and DH-3)

- Provide affordable and decent housing through owner-occupied minor repair, emergency repair and housing rehabilitation.
- Provide home-buyer education classes, foreclosure prevention classes.
- Provide support services for homeless and transition housing activities.

Expanding Economic Activities (EO-1, EO-2, EO-3)

- Provide persons with disabilities greater access to employment opportunities by engaging in supportive employment programs; employability training skills; and job development.
- Expand the likelihood of creating a prepared workforce for economic opportunities by supporting further educational pursuits for youth.
- Promote opportunities for business to upgrade or enhance business structures.

Table 4	Specific Objective	Funding	Performance Indicator (s)	PY12 Goal	PY12 Actual
DH-1.1	To provide rehabilitation of single family-units of owner-occupied, low income households.	CDBG	The number of housing units rehabilitated.	15	7
DH-1.2	To provide minor or emergency repair to single family units of low income households	CDBG	Total number of unit provided assistance	2	0
DH-1.2	To provide transitional housing to clients suffering from substance abuse.	CDBG	The number of persons with access to new and improved services.	100	179
DH-1.3	To provide education and/or assistance to residents facing housing foreclosures	CDBG	The number of persons with access to new and improved services	36	8
DH-3.1	To provide for the elimination of slum and blight conditions in a neighborhood.	CDBG	The number of units to be demolished	2	0
SL-1.3	To provide drainage retention pond fencing.	CDBG	The number of persons with new and improved access to services	4639	4639

SL-1.3	Drainage pipe replacement.	CDBG	The number of persons with new and improved access to services	1259	1259
SL-1.3	Drainage improvements. Replace with CMP and Upgrade to graded inlets.	CDBG	The number of persons with new and improved access to services	2119	2119
SL-1.3	Phase 2 of drainage area swale improvements.	CDBG	The number of persons with access to new and improved services.	694	694
SL-1.3	Phase 2 stormwater projects.	CDBG	The number of persons with access to new and improved services.	1392	1392
SL-3.1	To provide an after school mentoring/tutorial program for area students.	CDBG	The number of persons benefitting from new and improved services	80	57
SL-3.1	To provide recreation and exercise programs for senior citizens.	CDBG	The number of persons with access to new and improved services.	600	407
SL-3.3	Improve quality of neighborhood facilities for low income persons. Firefighter Park basketball court resurfacing	CDBG	The number of persons with improved accessibility.	1426	1426
SL-3.3	Improve quality of neighborhood facilities for low income persons. Dwight Hawkins basketball court resurfacing.	CDBG	The number of persons with improved accessibility.	2437	2437
EO-2.1	To provide supportive employment training to disabled individuals.	CDBG	The number of persons with new and improved access to services	15	10
EO-3.1	To provide eligible high school students with opportunities for continued education to enhance the economic condition	CDBG	The number of person with new and improved access to services	12	9
EO-3.3	To provide employability skills and training for residential treatment patients.	CDBG	Improved services for low, mod., income persons.	85	16

3. Review of why goals were not attained:

Specific program goals which were developed in advance of the program year were consistent with the priorities of need assessments. Therefore, the goals set were very realistic. Due to the economic climate, housing conditions and other uncontrollable factors, goals can be affected and/or unrealized because of the nature of the occurrence.

Overall, the City experienced minimal incidents of unrealized goals. As previously stated, two of the projects were to be implemented over a period of time, in phases. This was the manner in how they were scheduled, therefore the fact that the projects did not expend 100% of the available funds or because it is not complete is not indicative that the goals were unattained.

One sub-recipient for a public service project which was designed to assist current homeowners in mortgage arrears had potential to be well received. However, the change and the uncertainty in the housing and job market have left homeowners with few options available for re-financing of selling their homes. Although this foreclosure prevention project was limited in accomplishment, residents were able to receive loan-modification assistance with private lenders during another public workshop sponsored by a housing partner.

How recipient will change based on experiences:

The City uses the Five-Year Plan, in conjunction with other mechanisms, such as Labor Market and Statistics Report, survey of needs, independent market conditions, etc. to determine the methodology and techniques to utilize in addressing the resources to carry out the mission. The system of delivery has proven to be a successful tool in meeting the objectives of program goals. The City will continue to periodically review the results to ascertain the need to adapt a new or different strategy or approach.

The City will, beginning in Program Year 2013, create project timelines that are unique to a specific project. It has been the experience of the City that some of the programs are of a limited duration and can typically be accomplished within a few months. Allowing a shorter completion timeline provides an opportunity for staff to evaluate the contract to determine if there is ample time to perform the activity or if more time is needed. If the project is complete and has funds remaining, then it is possible to transfer funds to another project. This is just one way of identifying changes in programs.

Also, going forward into the next program year, the City will limit the number of sub-recipient service providers in order to minimize the use of additional administrative resources (staff time) needed to conduct technical and programmatic requirements. Although the grant funds are relatively small in amounts, the management time needed for a small grant and a large grant is essentially the same. Because of duties and responsibilities of staff now, it would be feasible to make changes and streamline some responsibilities.

4 Funding Priorities

Table 5

CDBG Funding Priorities for 2013-2017					
Activity	2013/2014 Estimated Funding	2014/2015 Estimated Funding	2015/2016 Estimated Funding	2016/2017 Estimated Funding	2017/2018 Estimated Funding
Public Infrastructure Improvement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Public Facilities	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000
Housing Rehabilitation	\$ 52,231	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000
Public Service	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000	\$ 66,000
Program Administration	\$ 90,786	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Total Allocation of CDBG Funding	\$454,017	\$453,000	\$453,000	\$453,000	\$453,000
Source: City of Deltona					

Table 6

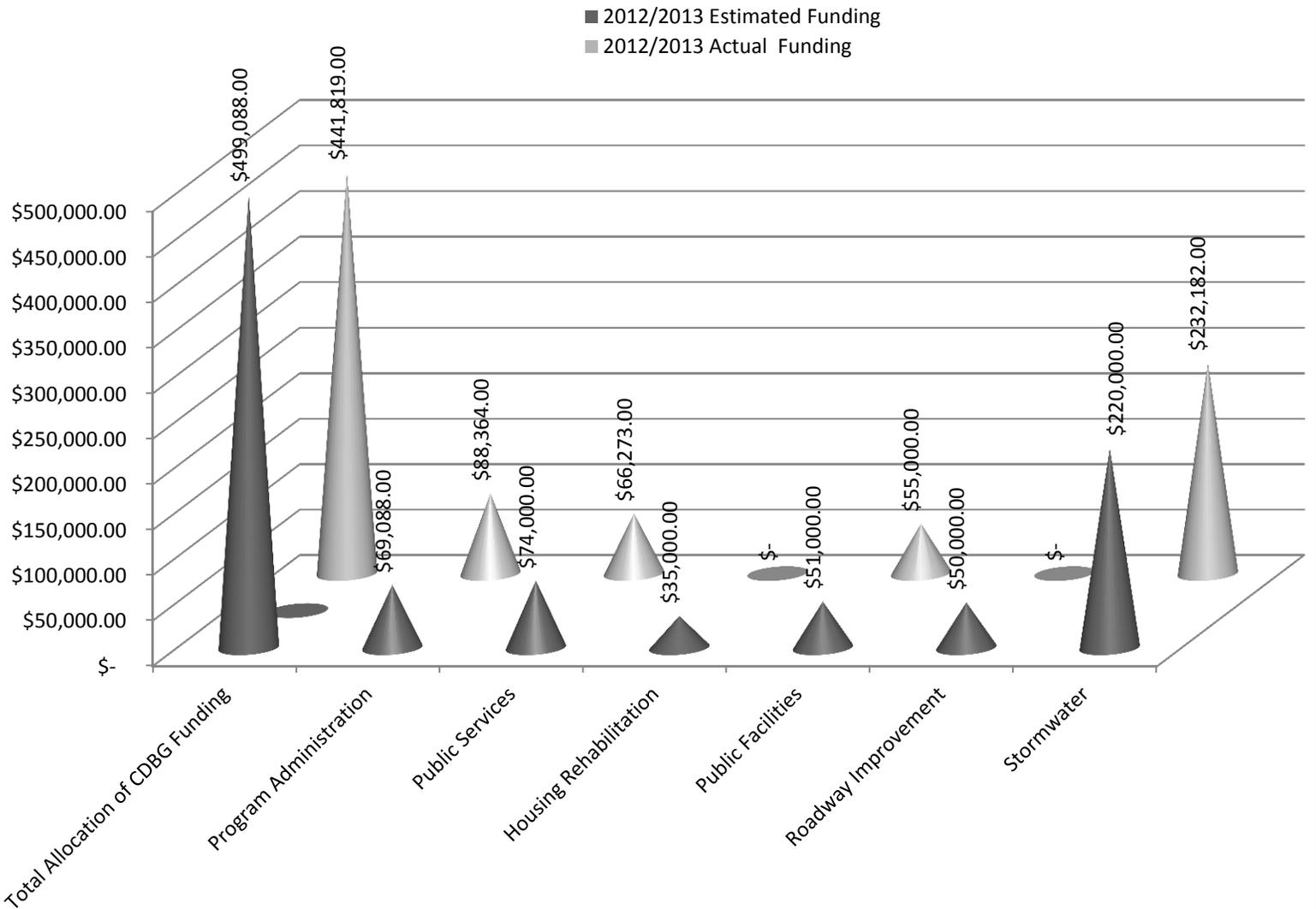
Public Infrastructure Improvement	Public Facilities	Housing Rehabilitation	Public Service	Program Administration	Total 5-year Funding
\$500,000	\$725,000	\$260,231	\$330,000	\$450,786	\$2,266,017
22%	32%	11%	15%	20%	100.0%

Table 7

Activity	2012/13 Estimated Funding	2012/13 Actual Funding
Stormwater	\$220,00	232,182
Roadway Improvement	\$50,000	-0-
Public Facilities	\$51,000	55,000
Housing Rehabilitation	\$35,000	-0-
Public Services	\$74,000	66,273
Program Administration	\$69,088	88,364
Total Allocation of CDBG Funding	\$499,088	\$441,819

Table 8

Estimated verses Actual CDBG Funds received



a. Provide a breakdown of the CPD formula grant funds spent in attaining the goals and objectives.

Deltona is an entitlement jurisdiction and therefore receives funding directly from the Department of Housing and Urban Development (HUD). As an entitlement community, the City is required to submit an Annual Action Plan to HUD identifying the projects and activities which are scheduled for implementation during the course of the year. Once the projects are implemented, the City is required to report on performance objectives. Listed below is a breakdown of the actual expenditures for this past fiscal year.

Table 9 FY2012 CDBG Expenditures (From PR06)

Administration	\$ 87,367
Housing	105,067
Stormwater	303,955

Public Services	62,931
Public Facilities	55,000
Total	\$ 614,320

Housing Goals

Table 10

<u>Priority Need</u>	5-Yr Goal	Yr.1 Goal	Yr. 2 Goal	Yr.3 Goal	Yr. 4 Goal	Yr. 5 Goal
Acquisition of existing owner units	<u>0</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>0</u>
Production of new owner units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Rehabilitation of existing owner units	<u>12</u>	<u>13</u>	<u>7</u>	<u>1</u>	<u>11</u>	<u>15</u>
<u>Homeownership assistance</u>						

Provide for household repairs for homeowners up to 80% of the median income.

5. Affirmatively Furthering Fair Housing

The City has been actively engaged in sponsoring and participating in events centered on the furtherance of fair housing. Within recent months, HUD has worked toward the creation of an expansive, systematic approach in dealing with fair housing initiatives from educating the public to documenting and reporting actions, obstacles, and advances in the area of fair housing.

In addition to the training available during the annual Florida Community Development Association Conference, City staff also attended technical assistance workshops. City staff has also coordinated with partners to sponsor and facilitate events that address financial lending practices and federal government involvement relating to fair housing. The City has provided a link on its webpage for contact information for those who believe they have been a victim of biased or unfair treatment as it relates to housing. In addition to this, applicants who are enrolled in the homebuyer education program receive information regarding fair housing as part of the class. Information has been placed on the City's website regarding what constitutes unfair housing practices and what to do in the event someone detects or feels that they are a victim of unfair housing actions. To date, the City has not had any actions to report relating to fair housing concerns.

Deltona ensures that potential homebuyers are well educated about the subtle or not-so-subtle discriminatory practices that can be part of the home-buying experience. Realtors who are contracted with the City to sell homes are well acquainted with the rules and regulations as it relates to fair housing. Other actions taken as a precaution deal with applicants who are coming into the program with selling agents who are not involved the City NSP program. Staff ensures that no house-steering has taken place. Equal access to housing opportunities for the disabled, veterans or any other group or minorities is

ensured by staff persons who review each case on an individual basis. For example, this year the City actually completed rehabilitation for a disabled client who had purchased an NSP home. Home modifications were needed due to the client's disabilities. The City collaborates with other housing partners, i.e., Rural Development, Veterans Affairs, etc., to maximize benefits for the disabled.

Every effort is made to provide fair and affordable housing to those who come to the City seeking housing opportunities. The City aims to ensure potential clients have relevant information about all aspects of housing prior to purchasing. The intent is to help clients avoid misinformed decisions that would place them at-risk for maintaining the property.

As for future plans, the City has already received event information from Community Legal Services of Mid Florida for a fair housing event that is now scheduled for April of 2013. The City will likely be a sponsor in this event. As the new directive for fair housing is implemented, the City will become more engaged in strategizing approaches to eliminate discrimination in housing.

6. Impediments to Fair Housing

This current program year is the final year of the Five-Year Consolidated Plan. The impediments addressed previously were:

- Lack of adequate infrastructure to support housing, including a poorly developed sewer system, drainage problems, and limited transportation options for residents to access goods, services, and employment.
- The limited capacity to increase the flow of information pertaining to housing choice and options to homebuyers as well as the business community involved in housing aspects.
- Unavailability of a variety of housing stock options for residents to choose from.

Poor infrastructure has been a constant problem. Some of the infrastructure is old and outdated. Basically, the capacity of systems which were designed to accommodate fewer households and lower transportation demand has been exceeded.

The economy continues to play a major role as an impediment to fair housing. Potential buyers continue to struggle with the ability to purchase a home. Even with substantial down-payment assistance available to clients, it is as difficult today as it was a year ago to find homebuyers who can qualify. Issues with underemployment, low credit scores, or no credit history are still the most pressing issues preventing the qualification of clients.

Attempts to alleviate some of the conditions and to properly address the impediments have been ongoing as the City recognizes the need to attract development and to be able to provide adequate services to existing homeowners. The drainage infrastructure in the City needs to be updated. It is

taking much longer to get systems, i.e., pump stations and pipe upgrades up and running.

The City has completed a number of roadway projects. This will allow better-flowing traffic patterns in high volume areas.

7. Actions to Overcome effects of Impediments

Deltona continues to seek ways of to reverse the impediments to housing by contracting with agencies and organizations which have demonstrated a similar interest in removing barriers and seeking opportunities to properly address the impediments. To this end, the City has contracted with a couple of area non-profit organizations that provide financial or credit counseling to help homeowners get back on track with their finances. Likewise, for clients who are facing foreclosure, the City has partnered with housing agencies which provide client intake, screening and eligibility services.

The City recently participated in a strategic planning event geared at developing measures to educate the general population about home-ownership programs. This event focused on how to attract potential buyers to the program. The City continues to use a variety of methods to communicate housing options to residents who are renting. The City uses its website, realtors and MLS listing along with flyers, an internal newspaper and through show-casing the program at local venues. However, word of mouth remains the most effective marketing tool.

In addressing the supply of housing stock options, the City has continued to operate the NSP program. The NSP is designed to provide affordable housing opportunities to eligible homebuyers by giving down payment assistance and closing costs. The City has an ample supply of homes at this current time and is not anticipating on purchasing additional homes until the current ones are sold.

OTHER ACTIONS

Meeting the needs of the underserved:

The City makes every effort to meet the needs of its residents. Many initiatives directed at improving the overall housing/economic condition of Deltona are given top priority. Still, the greatest challenge and threat to suitable living conditions continues to be a soft job market.

The City held a job fair again this year to provide residents an opportunity to meet with employers and hand out resumes. The event was very well attended and there were a number of participants who actually obtained jobs. The job market as a whole for this area remains bleak, although the unemployment numbers have decreased somewhat, there are still many area residents without jobs. When jobs are available they are generally located out of the area and without well-developed public transportation options, access to these jobs is a problem.

The City is constantly seeking creative ways of helping clients get over the financial problems that prevent them from purchasing homes including the following:

- Establishing partnerships with non-profits and private agencies to conduct homebuyer education and home maintenance workshops.
- Securing partnerships through local banks to work with the NSP Program.
- Visiting local business and private companies to determine if they have a population of low income persons who can be assisted through the program.
- Providing funds for area non-profit agencies to promote job training and employment skills training.

Homeownership is becoming more of a reality now for persons who were once unable to obtain a loan due to low credit scores or other problems. In part, because of funds available from federal programs. Homeownership is more attractive for renters. In most cases rents are now higher than the average monthly mortgage payment. Through down payment assistance, including helping with closing costs, much of the up-front cost burdens typically associated with purchasing a home are addressed. Through the use of Federal funds, homebuyers now have access to funds which would not have otherwise been made available to them.

There are needs, other than housing, in which the City attempts to address through leveraging of funds or through coordinated efforts with non-profit agencies. The City recognizes the need for more social services, after school/educational programs, and activities for the elderly persons. Through interaction, referrals and monetary assistance i.e., foreclosure prevention, the intended outcome is independence and self-sufficiency.

8. Leveraging Resources

a. Public and private resources.

The City has not sought resources through grants from agencies such as the Department of Energy, State of Florida Department of Economic Opportunity, Elder Affairs or the local United Way, using HUD grants as leverage. Most leveraging is provided with sub-recipient grants under public services, where agencies are required to demonstrate that at a minimum, they have sought funding through another private or public entity prior to applying for funds through the City.

However, for projects such as housing repairs, the City is able to refer applicants to local area non-profit organizations who will provide some of the repairs needed. In the case of childcare and elderly services, the City was able to defray some of the costs because of funding from state organizations.

b. HUD Leveraged with public/private resources.

With regard to public service activities, HUD funds were leveraged with both public and private funds based on the fact that in most cases sub-recipients are leveraging their independent funds as well as funding from other public venues. In cases where HUD funds are used as seed money with new agencies, volunteer hours and in-kind donations are used as leverage. The City receives approximately \$65,000-\$75,000 through entitlement allocation based on 15% of the grant each year. On an annual basis the City has funded from six to eight sub-recipients. Therefore leveraging of other funds has played an important role.

The City utilized CDBG funds to leverage its general funds for the completion of parks and recreation projects, stormwater infrastructure improvements, and other initiatives. CDBG funds were also leveraged with private funds to sponsor training programs and for the mentoring of underserved youth in the City.

c. Matching requirements.

The City utilizes only CDBG funds. The City receives no HOME funds from HUD and a match component would not be applicable.

9. Managing the Process

1. Compliance with program and comprehensive planning.

The City is required to submit a Five-Year Consolidated Plan outlining the priorities, goals, and funding it will utilize to meet those goals. Consistent with those requirements, the City's current Five-Year Plan is effective for the 2013-2017 timeframe. The City is also required to submit an Annual Action Plan to indicate proposed projects for the particular given year. Additionally, any substantial amendment to the Annual Action Plan is advertised consistent with the Citizens Participation Plan. The Program Year 2012 Annual Action Plan has been approved by HUD, and the associated grant agreements have been signed.

Program aspects include percentage caps that must be adhered to in order to be compliant. The City received \$449,996 for the current year. However, the public services category was decreased by 15% because of an over-expenditure in 2009. Listed below are the cap amount and the total amount expended for this program year.

Table 11

CDBG Activity	Cap % based on \$441,819	Cap amount	Amount expended
Administration	20%	\$ 83,364	\$ 87,367
Public Services	15%	66,273	62,931

The City is also required to prepare quarterly, semi-annual, and annual reports for different activities in the CDBG Program. Reposts such as Contract and Subcontract Activity, Labor Standards and Section 3 are just examples.

10. Citizen Participation

1. Summary of citizen comments.

In accordance with the Citizen Participation Plan, the City publishes notices of funding availability, the sources and anticipated uses of funds. Every opportunity is given to citizens to comment and express their views about the use of funds. Any comments received, whether oral or in writing, are recorded, reviewed and considered for the administration and implementation processes.

An advertisement was published in the Orlando Sentinel (Volusia County Section) on December 6, 2013, to inform the public of the Consolidated Annual Performance and Evaluation Report (CAPER) availability for review. Further, the City has made the document available on its webpage and at City Hall. The City provided performance reports and budget information for the review process, along with projects/activities, areas of distribution and types of services. There were no comments made pertaining to the CAPER for Program Year 2012.

11. Institutional Structure

1. Overcome gaps in institutional structure.

There is a great need for various types of services in the Deltona area. The City oftentimes receives calls for persons who are in need of different types of social services. In an effort to address some of the needs, the City collaborates with social agencies, non-profit organizations, and other community partners to coordinate services aimed at addressing public service needs.

12. Monitoring

1. How and frequency.

City staff uses a variety of methods of monitoring and assessments to ascertain if projects and activities are carried out in a manner that meet program requirements including national objectives. The Community Development Department staff works closely with contractors, sub-recipients, realtors, and other City departments to ensure compliance with local codes, ordinances and other regulations.

Site visits are periodically conducted; desk reviews are performed each time invoices are submitted for contractual reimbursements; and annual program monitoring is performed where a comprehensive assessment of programmatic, administrative and fiscal reviews of the entire project is carried out.

2. Results.

In addition to the desktop reviews which are done monthly, the City also conducted onsite visits to ensure that all programs/activities are in compliance with programmatic requirements. All sub-grants were monitored by in-house staff which are trained in the CDBG Program and have performed monitoring previously.

Overall the monitoring suggests that the sub-recipients have properly utilized the information presented in the technical assistance workshops and through other mechanisms. Projects for stormwater, public facilities, and public services were all completed prior to the end of the program year. A proposed demolition project, as well as economic development strategies, was not implemented during this program year. Finally, the City has complied with draw-down requirements and has also achieved on the timeliness of expenditures.

13. Self- Evaluation

a) Three of the greatest concerns the City faces are:

1. Lack of a well-designed infrastructure system to properly address the needs of the community.
2. Insufficient number of social service providers to assist citizens in getting the needs directed to this area to eliminate having to spend transportation costs to go elsewhere to obtain them.
3. Lack of housing and job opportunities.

In an effort to address these areas and to effect positive change, the City has utilized CDBG funds to implement activities to upgrade and install new stormwater management infrastructure.

The City has also contracted with several non-profit agencies to bring services to the Deltona area and to pool those services to better fit the Deltona area. A job fair was held at the City to bring job opportunities. The City operated an owner occupied home repair program to help residents with emergency or small housing repairs.

b) Deltona has utilized a thorough process and combined a variety of resources to achieve the goals identified in the Five-Year Consolidated Plan (CP). Through working in conjunction with housing agencies, community development providers, and others, the City has achieved the goals contained in the Annual Action Plan for this program year.

c) Decent housing was promoted through the provision of a minor/emergency repair program to benefit the low income population. In addition, funds were leveraged with other programs for a greater impact. Quality housing was also maintained utilizing a counseling program that addresses foreclosures.

Expansion of economic opportunities was addressed through hosting a job fair, contracting with agencies to provide employability training programs and the support of employment training for disabled clients. In addition, through the use of CDBG funds, after-school program staff were able to continue retain their jobs because of the funds received.

- d) There are only a few activities which were not on target for completion. A stormwater project is a couple of months behind schedule. A foreclosure prevention program which was implemented to assist those at-risk of losing their homes. The foreclosure prevention program was not successful because the program requirements stipulated that a homeowner would be required to demonstrate an ability to continue their payments after initial assistance was provided.
- e) Due to the implementation of projects and activities listed in the Consolidated Plan, the City was able to stay on task with plan implementation. Residents were able to benefit from infrastructure upgrades; eligible families were able to enroll their children in after-school programs; persons seeking to learn job-related skills could receive training at no-cost; and disabled persons were able to gain support while receiving on the job training.
- f) The indicators providing the best results would be those which show an increase in skills for job training.
- g) The most negative impact, without question, is the decrease in funds available from all sources, Federal, State and local governments. Resources that were once plentiful, simply are harder to come by now. Funds are constantly being cut and with that, programs and activities must also be cut.
- h) Major goals involve the construction of a pump station and drainage improvements, these projects are phased out into two stages. Progress on the two indicates they are on target with the project timelines.
- i) With the addition of NSP 1 and NSP 3 funds, the City at times found it necessary to shift some priorities in order to achieve on the timeline requirement for encumbering NSP 3 funds. However, prior to the end of the year, the activities proposed were undertaken and have now been completed, allowing the City to maintain its implementation schedule.

Lead-based Paint

Evaluate and reduce lead-based paint hazards.

Deltona is contracted with companies to perform lead-based paint analysis on each City house constructed prior to 1978. In cases where rehabilitation work is performed, the inspector will conduct an inspection for lead-based paint. If there are concerns, tests will be conducted to determine if abatement is necessary.

SECTION 2: HOUSING

1. Housing Needs

Foster and maintain affordable housing.

Deltona maintains partnerships with area banks, realtors, and contractors to address affordable housing issues. Likewise, the City has been responsible for:

- Facilitation and coordinating efforts to continue to educate potential homebuyers about our programs; offer foreclosure assistance to those needing interim assistance; conducting prevention workshops; and providing credit counseling to prospective homebuyers.
- Offering emergency and minor repair/rehabilitation programs to eligible clients.
- Providing assistance to eligible clients to help pay for insurance, taxes, utilities and mortgage assistance for foreclosure prevention.

2. Specific Housing Objectives

The specific objective of the housing program was to promote quality housing by providing rehabilitative repairs and emergency housing assistance. A specific goal was to provide four (4) homeowners, two (2) Very-Low Income, and two (2) Low Income households. Performance exceeded the goal and the City completed one low income and have underway; one (1) ELI, three (3) VLI, and two (2) low income efforts underway.

Progress that meets Section 215.

Not applicable. The City does not have/manage any rental housing.

Efforts to address sub-standard (worst-case) housing.

As part of the desire to eliminate substandard housing, the City coordinates with other departments in identifying homes that are sub-standard. In doing so, the Code Enforcement Division plays an important role by identifying such properties. Whenever a property is identified as a potential Code case, officials conduct an investigation to determine the reasons that homeowners are failing to be in compliance with City Codes. Depending on the circumstances, either the officer or the client to contacts the City Community Development department. This way the City gains first-hand knowledge of potential clients; whether or not they are located within the CDBG target area; and a good idea of what it could possibly take for repairs.

Efforts to address needs of persons with disabilities.

This program year the City had one client who was disabled that benefited from the program. The home was an NSP purchase, which required rehabilitation and handicapped appropriate upgrades were completed utilizing CDBG funds. There are a number of families who have also purchased homes under the NSP program with disabilities. However, the other families were not in need of additional retro-fitting to make the homes accessible, or they had disabilities which were not physical.

Under the public services category, the City also partially funded a project for persons with developmental disabilities to gain employment skill training, which will provide independent living opportunities in supportive housing programs, until they are able to earn wages to afford other housing. Additionally, the City is contracted with a non-profit that provides housing, including transitional housing, for clients who are participants in substance abuse programs.

3. Public Housing Strategy

Improve public housing and resident initiatives.

Deltona was primarily built as a residential community, and for the most part, it remains as such. Although there has been talk of creating a public housing authority, currently there is no public housing in Deltona and inquiries received by the City for rental or public housing are referred to Volusia County.

Although the City refers residents to Volusia County, both entities work together to find potential public housing/rental assistance prospects. Collaboration is important because oftentimes clients are in desperate need of housing. Even though the City has no resources, we do have a listing of agencies that are available for various types of social services.

4. Barriers to Affordable Housing

Eliminate barriers to affordable housing.

For most potential homebuyers, the most pressing need is to have down-payment funds available when there is an opportunity to purchase. Most people can afford the monthly payments, because they are, for the most part, already paying rent that is typically higher than most monthly mortgage payments. To alleviate this problem, the City does the following:

- Provides homebuyer assistance that is used for down payment and/or closing costs for properties.
- Provide credit counseling as a method to prepare the homebuyer for getting ready to purchase a home.

- Partner with lenders who are familiar with Federal housing assistance loans and can underwrite loans to clients that might have difficulty qualifying for a loan at other institutions.

A) Evaluate Progress toward meeting goals with HOME funds

Not Applicable, we do not receive HOME funds.

1. HOME Match Report -----Not applicable
2. HOME MBE and WBE Report-----Not Applicable
 - a) Form 2516 for MWE/WBE's-----Attached

5. Affirmative Action (Marketing)

Deltona markets its Housing activities for both NSP and CDBG through formal advertising in coordination with the City's Purchasing Department. Advertisement is made to encourage WBE's and MWBE's to participate in the bidding process. Different sources of publications are utilized, depending on the type of housing activities and the cost. Due to limitations of funds, the City sometimes uses the internet and/or email blast to a number of businesses who have solicited for business within the City.

6. Section 3

Section 3 of the HUD Act of 1968 (regulations can be found at 24 CFR Part 135), requires recipients of Federal funding to comply with Section 3, to the "greatest extent feasible". The intent of Section 3 is to provide employment opportunities for the low and very-low income persons through the contracting and sub-contracting of projects awarded via Federal funds. The aim is to attract persons who are recipients of government assistance, whether it is for housing or business purposes to have the first opportunity for new jobs created with the use of government funds.

The City, in its Policies and Procedures Handbook, has outlined its plan to advertise and promote Section 3 requirements. The City, in all advertising, conveys that it strongly encourages both residents and businesses in the local area to complete the Section 3 questionnaire to determine their independent job skills or business trade to get on the list of Section 3 businesses or residents list. The Section 3 list is used to by City to promote opportunities for those on the list.

From the procurement stages, including the advertisement for a project, the City includes in each RFP the fact that the project is a Section 3 project, allowing opportunities to those in low-to very- low income categories a first chance. The City does not hire employees of the Section 3 requirement directly. The City passes the regulations down to the contractor and ensures that they provided the information necessary to solicit Section 3 hires.

The City requires that each bid awardee of Federal funds, at the beginning of the project, and prior to the preparation of the purchase order, submit payroll information including the names, job title, and classification of persons who are presently employed both as a staff or a sub-contractor. This information is certified and sent to the City. During the project and at the conclusion of that project, the information is received and is verified that no additional new hires have been employed.

In addition, the City requires that each contractor posts, in a conspicuous area at the site accessible for viewing by both employees and applicants, information pertaining to training, employment, and information describing the Section 3 preference.

SECTION 3: HOMELESS

1. Homeless Needs

Actions to address homeless persons.

As stated in the Five-Year Consolidated Plan (CP), the five year goal for the Continuum of Care (CoC) is to work with the local agencies, who administer CoC services, to implement strategies with the intent of alleviating homelessness in Volusia County.

The City continues to support the efforts of the Volusia Flagler County Coalition for the Homeless (VFCCH) as the lead agency in the County for homelessness activities. VFCCH conducts research on the homeless and compiles this information for the areas in the County. VFCCH then collaborates and establishes partnerships with other community service providers to more effectively address the needs of the homeless. VFCCH focuses primarily on the more concentrated area of Daytona Beach, as far as services are concerned. Daytona Beach remains the “hub” for homelessness, because people are aware of the services that are provided there.

Whenever the City receives inquiries or requests for homeless services, staff utilizes a list of providers that work in conjunction with VFCCH, to determine which collaborating agency will be more suitable for assisting with the need (including persons with HIV/AIDS) at hand. It is through these partnerships that needs, such as housing, medical, transportation, clothing, personal care, job training, and referrals are channeled.

Actions to assist in transition.

The City supports the actions of its’ service providers, as well as the Coalition for the Homeless, in its efforts to provide both emergency housing and transitional housing for the homeless.

2. Federal resources obtained from the Homeless Super NOFA.

For cities in Volusia County, the VFCCH is the agency through which homeless resources are applied and received. The City was recently notified by VFCCH that they are eligible to apply for the Emergency Solutions Grant (ESG) funded via HUD. However, with regard to homelessness, the City has deferred to Volusia County and the VFCCH to operate their programs. Deltona participates with and supports the goals of the VFCCH in the coordination of services.

3. Specific Homeless Prevention Elements.

Actions Taken to Prevent Homeless

Although the City recognizes that there is a need to prevent homelessness, we are limited in our ability to provide definitive measures to achieve this goal due to the amount of funds we receive. The homeless issue is complex and has become more complicated because of weak housing and job markets. However, the City does contract with non-profit agencies which provide job skills and training intended to equip participants with the minimal tools necessary to obtain and maintain employment. Likewise, the City also supports agencies that offer supportive employment in anticipation of preparing clients for transitional housing programs.

Reduce the number of persons living below the poverty level.

The City has developed partnerships and contractual agreements to address certain needs pertaining to the initiative and the incentive to provide opportunities for persons in poverty to increase their livelihood by engaging in services designed to increase educational levels, job skills, or knowledge pertaining to finance/credit and housing/rental opportunities. As it relates to economic development and jobs, the City is actively seeking to expand its business development initiatives. Some jobs have been made available through local businesses that recently opened in the area, such as a car wash, dollar stores, movie theatre, and more recently a donut shop. While these are relatively small in size and number of opportunities, it is growth.

SECTION 4: COMMUNITY DEVELOPMENT

1. Assessment of Plan Activities to Goals.

In the City's Five-Year Consolidated Plan (CP), the City identified one major initiative to implement over time, which will conclude within PY 2012. This initiative involves the reconstruction, repairing, and replacing of drainage and infrastructure which was damaged several years ago. The goal was to utilize CDBG funds to complete the smaller scale projects, due to the limited amount of funding available.

The City has designated an area that meets HUD requirements as it relates to identifying sections of the City that are relatively low income areas. Although the City is an Exception Area, meaning that it does not have the mandated 51% low income population overall, there are specific areas based on the 2010 Census, where the proportion of low income families ranges from 42 to 53%.

Efforts to provide services in the low income areas of the City (target area) are maximized to ensure program compliance serving the population of residents for whom the program was designed. The City's internal department works well with staff in adhering to projects in the target area and by following the Five-Year Plan concept.

Target areas for Deltona are located in the northeast and southwest sections of the City. This is the area where the infrastructure and drainage projects were completed or are currently underway. These areas represent areas of dismal growth and slow improvements. They are also older sections of the City, where new housing developments would probably be hindered because of poor infrastructure. It is for this reason that the Five-Year CP identified stormwater and drainage problems as the immediate need of the City. Listed below is a map of the City's target areas (outlined in solid blue lines), with the accompanying project and Census Tract designation:

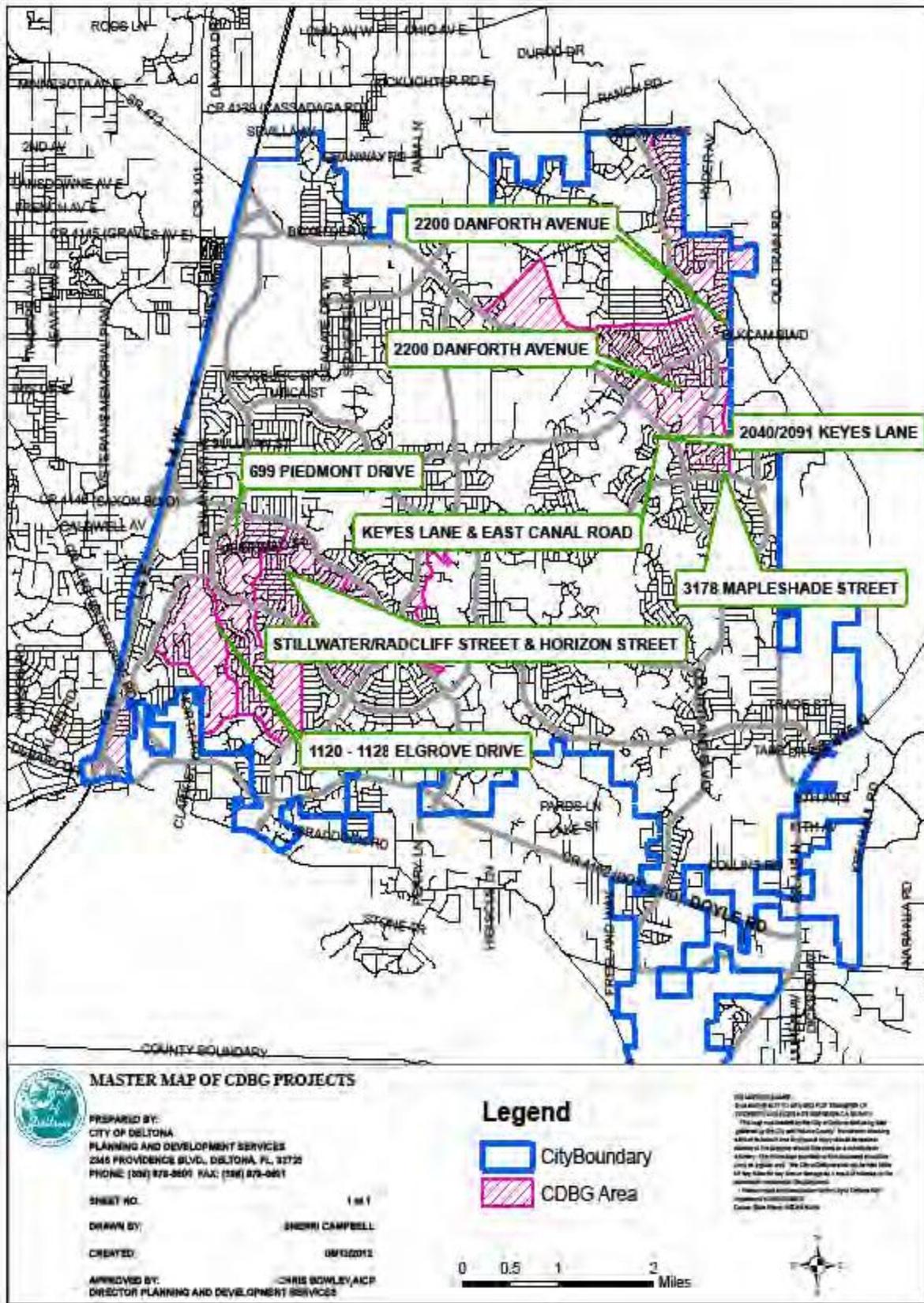


Table 12

Activity	# of units projected	Actual number	Income Category: Very Low(VL) Low (L) Extremely Low (EL)	Completed(C)/Underway (U)/Cancelled (X)
Acquisition/NSP	2	18		
Housing Rehabilitation/SHIP	11	3	EL = 1 VL = 2 L = 0	C = 3 U = 0
Total	13	21	3	3

CARRYING OUT PLANNED ACTIVITIES

Table 13	PY 2012 Budgeted	PY 2012 Expended	Service
Administration	88,364.00	87,367.04	Program Implementation
Mapleshade Drainage	180,000.00	70,704.60	Phase 2 - construction of drainage pond
Keys Lane Drainage	172,378.90	132,615.40	Phase 2 - construction drain pipe retrofit
Piedmont Drainage	20,000.00	5,000.00	Phase 2 - Design of swale improvements
Stillwater/Radcliff/Horizon	25,500.00	13,301.50	Drainage improvements
Danforth Avenue	30,000.00	28,449.50	Phase 1 - engineering/design/permitting
1120-1128 Elgrove	12,500.00	9,400.73	Drainage pipe replacement
Keys Lane/Canal	32,571.00	32,571.00	Drainage pipe rehabilitation
Tulsa/Dorchester	12,000.00	11,912.00	Drainage retention pond fencing
Dwight Hawkins	30,000.00	30,000.00	Reconstruction of basketball court
Firefighter's Park	25,000.00	25,000.00	Reconstruction of basketball court
Boys and Girls Clubs	9,230.00	9,230.00	Project Learn - mentoring/tutoring
Community Legal	3,750.00	408.34	Homeowner education classes
Council on Aging	7,560.00	7,560.00	Social Services /programs
Futures Foundation	8,760.00	8,760.00	Matching scholarships for students

Haven Recovery	9,260.00	9,260.00	Substance abuse program
United Cerebral Palsy	8,900.00	8,900.00	Supportive employment for disabled
Early Learning Coalition	8,830.00	8,830.00	Childcare services
B & C Empowerment	5,950.00	5,950.00	Job skills training
New Hope Human Services	4,033.00	4,033.00	Mentoring program for teens
Housing Rehabilitation	217,616.93	105,066.70	Rehabilitation of single family homes
TOTAL	912,203.83	614,319.81	

Priority Housing Needs/Investment Plan Table

Table 14

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
Renters	0				0	0
0 - 30 of MFI						
31 - 50% of MFI						
51 - 80% of MFI						
Owners						
0 - 30 of MFI	0		2	0		
31 - 50 of MFI	4		2	0		
51 - 80% of MFI	9		1	3		5
Homeless*	0					
Individuals						
Families						
Non-Homeless Special Needs						
Physical Disability				2		
Mental Disability						
Developmental Disability	0		8			
HIV/AIDS	0					
Total			8	2		
Total Section 215	0					
212 Renter						
215 Owner						

* Homeless individuals and families assisted with transitional and permanent housing

Annual Housing Completion Goals
(Table 3B)

Table 15

Grantee Name: Program Year:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)						
Homeless households	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC. 215)						
Acquisition of existing units	0	0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units	0	0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	0	0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Rental	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC. 215)						
Acquisition of existing units	0	0	<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units	0	0	<input type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units	0	0	<input type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance	0	0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Owner			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Housing			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL HOUSING GOALS						
Annual Rental Housing Goal	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	9	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Annual Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OUTCOME PERFORMANCE MEASUREMENTS
(Table 1C, 2C, 3A)

Table 16

Availability/Accessibility of Decent Housing (DH-1)							
Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Achieved
DH 1.1	To provide housing rehabilitation to single-family housing units that is owned by low to moderate income households.	CDBG	2008	The number of housing units rehabilitated.	8	3	%
			2009				%
			2010				37%
			2011				150%
			2012				47%
MULTI-YEAR GOAL							%
Affordability of Decent Housing (DH-2)							
DH 2.1	To provide transitional housing opportunities to persons suffering with substance abuse.	CDBG	2008	The number of persons with access to affordable housing.	75	96	%
			2009				%
			2010				%
			2011				128%
			2012				%
MULTI-YEAR GOAL							%
Sustainability of Decent Housing (DH-3)							
DH 3.1	To provide housing counseling to persons needing assistance.	CDBG	2008	The number of households with access to new or improved services.	50	33	%
			2009				%
			2010				66%
			2011				10%
			2012				22%
MULTI-YEAR GOAL							%
Availability/Accessibility of Suitable Living Environment (SL-1)							
SL 1.1	To provide various services that promotes education and academic achievement.	CDBG	2008	The number of persons with access to new and improved services.	20	6	%
			2009				%
			2010				30%
			2011				71%
			2012				57%
1.2	To provide services to youth that promotes nutrition and fitness.	CDBG	2008	The number of persons with access to new and improved services.	40	165	%
			2009				%
			2010				412%
			2011				%
			2012				%
1.3	Provide screening and assessments for people seeking substance abuse treatment.	CDBG	2008	The number of persons with access to new and improved services.	100	179	%
			2009				%
			2010				%
			2011				%
			2012				179%
1.4	Promote cognitive and social skills for children. From birth to age five.	CDBG	2008	The number of persons with access to new and improved services.	42	179	%
			2009				%
			2010				%
			2011				%
			2012				426%
MULTI-YEAR GOAL							%

Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Achieved
Affordability of Suitable Living Environment (SL-3)							
SL 3.1	To provide activities for senior citizens including exercise, social and nutrition.	CDBG	2008	The number of persons with access to new and improved services.	480	404	%
			2009				%
			2010				%
			2011				84%
			2012				68%
MULTI-YEAR GOAL						%	
SL 3.1	Provide programs to increase awareness of criminal activity in order to reduce delinquency and at-risk behavior.	CDBG	2008	The number of persons with access to new and improved services.	30	13	%
			2009				%
			2010				43%
			2011				%
			2012				125%
MULTI-YEAR GOAL						%	
Availability/Accessibility of Economic Opportunity (EO-1)							
EO 1.1	To provide employability skills, training opportunities for eligible individuals.	CDBG	2008	The number of persons assisted, the number of jobs provided.	79	39	%
			2009				%
			2010				49%
			2011				%
			2012				%
MULTI-YEAR GOAL						%	
Affordability of Economic Opportunity (EO-2)							
EO 2.1	To provide supportive employment training to disabled individuals.	CDBG	2008	The number of persons with access to new or improved services.	4	22	%
			2009				%
			2010				550%
			2011				61%
			2012				67%
MULTI-YEAR GOAL						%	
Sustainability of Economic Opportunity (EO-3)							
EO 3.1	To provide eligible high school students educational opportunities to attend college	CDBG	2008	The number of persons with increased access to scholarships.	15	64	%
			2009				%
			2010				426%
			2011				640%
			2012				75%
MULTI-YEAR GOAL						%	
EO 3.2	To provide business owners façade improvement assistance.	CDBG	2008		2	0	%
			2009				%
			2010				%
			2011				0%
			2012				%
MULTI-YEAR GOAL						%	
EO 3.3	To provide employability skills and training for residential treatment patients.	CDBG	2008	Improved serves for low, mod., income persons.	85	16	%
			2009				%
			2010				%
			2011				%
			2012				19%
MULTI-YEAR GOAL						%	

Specific Objective		Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Achieved
Other (O-1)							
O 1.1	Demolition to eliminate slum and blight conditions.	CDBG	2008		2	0	%
			2009				%
			2010				%
			2011				0%
			2012				%
			MULTI-YEAR GOAL				
Other (O-2)							
O 2.1	Not applicable	CDBG	2008				%
			2009				%
			2010				%
			2011				%
			2012				%
			MULTI-YEAR GOAL				

Additional Outcome Performance Measurements

Program Year 2012 (Oct. 1, 2012 thru Sept. 30, 2013)

Table 17

Code	Specific Objective	Funding	Performance Indicator (s)	PY 2012 Goal	PY 2012 Actual
SL-1.3	Drainage retention pond fencing,	CDBG	The number of persons with access to new and improved services.	4639	4639
SL-1.3	Drainage pipe replacement, upgrade to grated inlet. Restore ground with same existing.	CDBG	The number of persons with access to new and improved services.	1259	1259
SL-1.3	Drainage improvements. Replace with CMP and upgrade to grated inlets.	CDBG	The number of persons with access to new and improved services.	2119	2119
SL-1.3	Phase II – Design of drainage are swale improvements,	CDBG	The number of persons with access to new and improved services.	694	694
SL-1.3	Phase II – Construction of stormwater projects	CDBG	The number of persons with access to new and improved services.	1392	1392

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0048

Agreement No. 2502-0005

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. SEND may not collect this information, and you are not required to provide this data, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1981, direct the Minority Business Development Plans shall be developed by each Federal Agency and the three annual plans shall establish voluntary business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD will not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of Title 24, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Owner/Project/Contract/Development/Type of the Job/Agency City of Dallas Parks		2. Check all that apply <input type="checkbox"/> New <input type="checkbox"/> Renovation		3. Location (City, State Zip) Code 2547 Providence Boulevard, Dallas, TX 75223	
4. Name of Contract Firm		5. Fiscal Year (Including Area Code) 255-670-8000		6. Reporting Period Jan 1, 2011 through September 30, 2011	
7. Program Code (See application for HUD programs) The explanation of Contract Index of Type/Class		8. Date Administration Field Office		9-OMB-03	
10. Contract/ Subcontractor Name and Address		11. Type of Trade Codes		12. NAICS/NAES Codes	
13. Program Codes (Complete for Housing and Public and Indian Housing programs only)		14. Type of Trade Codes		15. NAICS/NAES Codes	
16. Type of Trade Codes		17. NAICS/NAES Codes		18. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
19. Type of Trade Codes		20. NAICS/NAES Codes		21. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
22. Type of Trade Codes		23. NAICS/NAES Codes		24. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
25. Type of Trade Codes		26. NAICS/NAES Codes		27. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
28. Type of Trade Codes		29. NAICS/NAES Codes		30. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
31. Type of Trade Codes		32. NAICS/NAES Codes		33. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
34. Type of Trade Codes		35. NAICS/NAES Codes		36. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
37. Type of Trade Codes		38. NAICS/NAES Codes		39. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
40. Type of Trade Codes		41. NAICS/NAES Codes		42. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
43. Type of Trade Codes		44. NAICS/NAES Codes		45. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
46. Type of Trade Codes		47. NAICS/NAES Codes		48. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
49. Type of Trade Codes		50. NAICS/NAES Codes		51. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
52. Type of Trade Codes		53. NAICS/NAES Codes		54. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
55. Type of Trade Codes		56. NAICS/NAES Codes		57. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
58. Type of Trade Codes		59. NAICS/NAES Codes		60. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
61. Type of Trade Codes		62. NAICS/NAES Codes		63. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
64. Type of Trade Codes		65. NAICS/NAES Codes		66. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
67. Type of Trade Codes		68. NAICS/NAES Codes		69. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
70. Type of Trade Codes		71. NAICS/NAES Codes		72. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
73. Type of Trade Codes		74. NAICS/NAES Codes		75. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
76. Type of Trade Codes		77. NAICS/NAES Codes		78. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
79. Type of Trade Codes		80. NAICS/NAES Codes		81. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
82. Type of Trade Codes		83. NAICS/NAES Codes		84. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
85. Type of Trade Codes		86. NAICS/NAES Codes		87. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
88. Type of Trade Codes		89. NAICS/NAES Codes		89. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
90. Type of Trade Codes		90. NAICS/NAES Codes		90. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
91. Type of Trade Codes		91. NAICS/NAES Codes		91. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
92. Type of Trade Codes		92. NAICS/NAES Codes		92. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
93. Type of Trade Codes		93. NAICS/NAES Codes		93. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
94. Type of Trade Codes		94. NAICS/NAES Codes		94. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
95. Type of Trade Codes		95. NAICS/NAES Codes		95. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
96. Type of Trade Codes		96. NAICS/NAES Codes		96. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
97. Type of Trade Codes		97. NAICS/NAES Codes		97. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
98. Type of Trade Codes		98. NAICS/NAES Codes		98. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
99. Type of Trade Codes		99. NAICS/NAES Codes		99. Program Codes (Complete for Housing and Public and Indian Housing programs only)	
100. Type of Trade Codes		100. NAICS/NAES Codes		100. Program Codes (Complete for Housing and Public and Indian Housing programs only)	

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0085

OMB Approval No. 2523-0011

PHD's reporting burden for this collection of information is estimated to average 7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. PHD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order dated July 14, 1993, directed the Industry State and Development Plans shall be developed by each Federal Agency and the three main phases shall establish activity business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the budgeted minority business enterprise (MBE) goals. The Department requests the information to provide guidance and oversight for programs for the development of minority business enterprise (MBE) business development. If the information is not collected HUD will not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Primary Use Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulation. It will not be disclosed or referred into the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Contract/Order or Order/Response/Shell/Utility/Lease										2. Location (City, State Zip Code)	
City of Chicago, Illinois										Chicago, Illinois 60601	
3. Name of Contract Owner										4. Contract No.	
Mid Level Financial Analyst										100-075-0003	
5. Reporting Period										6. Program Code (Not applicable for CDF programs) See explanation of Codes at bottom of Page 2 of 4	
April 1, 2013 - Sept 30, 2013										7. Date Initiated in Field Office	
8. Date Initiated in Field Office										9-010-13	
Contract/Order or Order/Response/Shell/Utility/Lease	Contract No.	Contract Title	Contract Type	Contract Status	Contract Value (\$)	Contract Start Date (MM/DD)	Contract End Date (MM/DD)	Contract Location (City, State, Zip)	Contract Description	Contract Status	
11-000-02-0000	100-075-0003	Mid Level Financial Analyst	Professional Services	Active	\$1,000,000	04/01/13	09/30/13	Chicago, IL 60601	Mid Level Financial Analyst	Active	
<p>10. Type of Contract</p> <p>11. Type of Task Order</p> <p>12. Type of Contract</p> <p>13. Type of Contract</p> <p>14. Type of Contract</p> <p>15. Type of Contract</p> <p>16. Type of Contract</p> <p>17. Type of Contract</p> <p>18. Type of Contract</p> <p>19. Type of Contract</p> <p>20. Type of Contract</p> <p>21. Type of Contract</p> <p>22. Type of Contract</p> <p>23. Type of Contract</p> <p>24. Type of Contract</p> <p>25. Type of Contract</p> <p>26. Type of Contract</p> <p>27. Type of Contract</p> <p>28. Type of Contract</p> <p>29. Type of Contract</p> <p>30. Type of Contract</p> <p>31. Type of Contract</p> <p>32. Type of Contract</p> <p>33. Type of Contract</p> <p>34. Type of Contract</p> <p>35. Type of Contract</p> <p>36. Type of Contract</p> <p>37. Type of Contract</p> <p>38. Type of Contract</p> <p>39. Type of Contract</p> <p>40. Type of Contract</p> <p>41. Type of Contract</p> <p>42. Type of Contract</p> <p>43. Type of Contract</p> <p>44. Type of Contract</p> <p>45. Type of Contract</p> <p>46. Type of Contract</p> <p>47. Type of Contract</p> <p>48. Type of Contract</p> <p>49. Type of Contract</p> <p>50. Type of Contract</p> <p>51. Type of Contract</p> <p>52. Type of Contract</p> <p>53. Type of Contract</p> <p>54. Type of Contract</p> <p>55. Type of Contract</p> <p>56. Type of Contract</p> <p>57. Type of Contract</p> <p>58. Type of Contract</p> <p>59. Type of Contract</p> <p>60. Type of Contract</p> <p>61. Type of Contract</p> <p>62. Type of Contract</p> <p>63. Type of Contract</p> <p>64. Type of Contract</p> <p>65. Type of Contract</p> <p>66. Type of Contract</p> <p>67. Type of Contract</p> <p>68. Type of Contract</p> <p>69. Type of Contract</p> <p>70. Type of Contract</p> <p>71. Type of Contract</p> <p>72. Type of Contract</p> <p>73. Type of Contract</p> <p>74. Type of Contract</p> <p>75. Type of Contract</p> <p>76. Type of Contract</p> <p>77. Type of Contract</p> <p>78. Type of Contract</p> <p>79. Type of Contract</p> <p>80. Type of Contract</p> <p>81. Type of Contract</p> <p>82. Type of Contract</p> <p>83. Type of Contract</p> <p>84. Type of Contract</p> <p>85. Type of Contract</p> <p>86. Type of Contract</p> <p>87. Type of Contract</p> <p>88. Type of Contract</p> <p>89. Type of Contract</p> <p>90. Type of Contract</p> <p>91. Type of Contract</p> <p>92. Type of Contract</p> <p>93. Type of Contract</p> <p>94. Type of Contract</p> <p>95. Type of Contract</p> <p>96. Type of Contract</p> <p>97. Type of Contract</p> <p>98. Type of Contract</p> <p>99. Type of Contract</p> <p>100. Type of Contract</p>											

Section 3 - Print Recipient

Page 1 of 3

CITY OF DELTONA Report has been submitted

December 2, 2013

Section 3 Summary Report
Summary: Opportunities for
Low and Very Low-Income PersonsU.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal OpportunityOMB Approval No. 2529-0043
(exp. 9/17/2015)

HUD Field Office #: JACKSONVILLE, FL

See Public Reporting Burden Statement below

1. Recipient Name:		Recipient Address (Street, City, State, Zip)	
City of Deltona		2345 Providence Blvd. Deltona, Florida 32725	
2. Agency ID:		3. Total Amount of Award: \$ 44,810	
952551747		Amount of All Contracts Awarded: \$ 505,475	
4. Contact Person:		5. Phone: 386-876-8603	
Mar. Leisy, Financial Analyst		Fax: 386-878-8601	
6. Reporting Period: Quarter 4 of Fiscal Year 2012		E-Mail: mleisy@coltona3.gov	
7. Date Report Submitted:		8. Program Code-Name:	
12/02/2013		7-CDBG Exemption	
Program Codes:			
1 = Flexible Subsidy	2 = Section 811/814		
3A = Public/Indian Housing Development	3B = Public/Indian Housing Operation	3C = Public/Indian Housing Modernization	
4 = Homeless Assistance	5 = HOME Assistance	6 = HOME State Administration	
7 = CDBG Exemption	8 = CDBG State Administered	9 = Other HUD Programs	
10 = Other Housing Programs			

<http://www5.hud.gov:63001/apps/pole/srs/Public/print.cfm>

12/2/2013

Section 3 - Print Receipt

Page 2 of 3

Part I. Employment and Training (Columns B, C, and F are mandatory fields.)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec.3 Residents	D % of Section 3 New Hires	E % of Total Staff Hours for Section 3 Employees	F Number of Section 3 Trainees
Professionals	0	0	0.00 %	0.00 %	0
Technicians	0	0	0.00 %	0.00 %	0
Office/Clerical	0	0	0.00 %	0.00 %	0
Officials/Managers	0	0	0.00 %	0.00 %	0
Sales	0	0	0.00 %	0.00 %	0
Craft Workers (skilled)	0	0	0.00 %	0.00 %	0
Operatives (semiskilled)	0	0	0.00 %	0.00 %	0
Laborers (unskilled)	0	0	0.00 %	0.00 %	0
Service Workers	0	0	0.00 %	0.00 %	0
Other (List)	0	0	0.00 %	0.00 %	0
Total	0	0			0

Part II. Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all construction contracts awarded on the project	\$ 415,177
B. Total dollar amount of construction contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0.00 %
D. Total number of Section 3 businesses awarded construction contracts	0

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project	\$ 66,293
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0.00 %
D. Total number of Section 3 businesses awarded non-construction contracts	0

Part III. Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Select yes to all that apply.)

No Recruited low-income residents through local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

No Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

No Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

No Coordinated with Youtseville Programs and administered in the metropolitan area in which the Section 3 covered project is located.

Yes Other, describe below.

No new hires for projects awarded to contractors in excess of \$100,000. The City of Deltona implements and plans procedures through the Purchasing Department. All bids are placed on Demandstar and Requests

<http://www.S.hud.gov:63001/apps/pw/c/srs/Public/print.cfm>

12/2/2013

For Proposals Include Section 3 instructions and compliance forms.

Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect RPS information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1939, as amended, 42 U.S.C. 12911, mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 115. The information will be used by the Department to monitor program recipients' compliance with Section 3; to assess the results of the Department's efforts to meet the statutory objectives of Section 3; to prepare reports to Congress; and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 10352(a) of the Fair Housing Act and Section 915 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-119 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 8 - A
SUBJECT: Public Hearing - Resolution No. 2013-34, Proposed Vacation of the 2nd Addition to the Carnell Subdivision Plat.

LOCATION:

Located along SR 415, north of the intersection of Howland Boulevard and SR 415, across from the WalMart Plaza.

BACKGROUND:

The 2nd Addition to the Carnell subdivision was recorded with Volusia County in 1926. The subdivision included 50'x150' and 25'x150' lots within blocks that would have been accessed by a grid network of roadways and alleys. The property was annexed into the City in 2004 as part of Ordinance No. 2004-37.

In 2006, the City changed the land use on the property from County Urban Low Intensity to City Commercial. The City also vacated the platted rights-of-ways and alleys associated with various blocks and lots of the 2nd Addition to Carnell under Section 58-34, City Code of Ordinances. However, the platted lots were not vacated as part of that action. As part of the 2006 rights-of-way vacation, the City entered into an agreement with the applicant (Pell), recognizing the fact that the City was granting approximately 9.63 acres of land to the applicant through the rights-of-way vacation. A main goal of the agreement was to facilitate the ability for the City to recapture rights-of-way or easements on the site at no cost to the City, as long as the total area of rights-of-way or easements did not exceed 9.63 acres.

On October 2, 2013, the City received an application to vacate the remainder of land within the 2nd addition to Carnell subdivision. There are plans to develop the property for commercial use and vacating the blocks and lots of the plat is a prerequisite before the property can be re-platted and site plans approved. The proposed commercial development of the property creates a condition where cross-access is needed to be established before commercial parcels are created. Therefore, consistent with the 2006 Developer's

Agreement, the applicant has determined appropriate cross-access locations, widths, and land areas in keeping with that agreement.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Planning Director

STAFF RECOMMENDATION PRESENTED BY:

Presented by Ron Paradise, Assistant Director, Planning and Development Services - Staff recommends that the City Commission approve Resolution No. 2013-34 vacating certain blocks and lots of the 2nd Addition to Carnell Subdivision.

POTENTIAL MOTION:

“I hereby move to approve Resolution No. 2013-34 that vacates the following: All lots within block 203; all lots within block 204; all lots within block 205, except lots 12-18; all lots in block 206, including unnumbered lot east of lot 12 lying west of SR 415; all lots within block 501 lying west of SR 415; all lots within block 403; all lots in block 601 lying west of SR 415; all lots in block 404, except lots 8-11; and all lots in block 500 lying west of SR 415 of the 2nd Addition to Carnell Subdivision, PB 10, PG 128.”

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- Resolution No. 2013-34
- Carnell Staff Report 110513

RESOLUTION NO. 2013-34

A RESOLUTION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, VACATING THE FOLLOWING BLOCKS AND LOTS: ALL LOTS WITHIN BLOCK 203; ALL LOTS WITHIN BLOCK 204; ALL LOTS WITHIN BLOCK 205, EXCEPT LOTS 12 – 18; ALL LOTS WITHIN BLOCK 206, INCLUDING UNNUMBERED LOT EAST OF LOT 12 LYING WEST OF SR 415; ALL LOTS WITHIN BLOCK 501 LYING WEST OF SR 415; ALL LOTS WITHIN BLOCK 403; ALL LOTS WITHIN BLOCK 601 LYING WEST OF SR 415; ALL LOTS WITHIN BLOCK 404, EXCEPT LOTS 8 TO 11; ALL LOTS WITHIN BLOCK 500 WEST OF SR 415; AS SHOWN ON THE PLAT OF THE 2ND ADDITION TO CARNELL SUBDIVISION PER PLAT RECORDED IN PLAT BOOK 10, PAGE 128, PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 106-32 of the Deltona Code of Ordinances was adopted by the City Commission and is known as “Vacation of Platted Subdivisions”;

WHEREAS, the owners of the following property submitted an application to vacate the following blocks and lots of the 2nd Addition to Carnell subdivision, Plat Book 10, Page 128: All lots within Block 203; all lots within Block 204; all lots within Block 205, except 12-18; all lots within Block 206, including unnumbered lot east of lot 12 lying west of SR 415; all lots within Block 501 lying west of SR 415; all lots within Block 403; all lots within block 601 lying west of SR 415; all lots within Block 404, except lots 8 to 11; all lots within block 500 west of SR 415 in accordance with section 106-32, Deltona Code of Ordinances ; and

WHEREAS, The City Commission on April 3, 2006 adopted Ordinance 04-2006 in accordance with section 58-34 which vacated the rights-of-ways and alleys associated with the above referenced property within the 2nd Addition to Carnell; and

WHEREAS, The City Commission of the City of Deltona has the power and authority to vacate and abandon entire or portions of plats under constitutional home rule powers and Chapter 166, Florida Statutes; and

WHEREAS, The City Commission of the City of Deltona has determined that it is the best interest and welfare of the City of Deltona and the citizens thereof to vacate and abandon the subject lots associated with the 2nd Addition of Carnell.

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

SECTION ONE. The following blocks and lots of the 2nd Addition to Carnell subdivision, Plat Book 10, Page 128, are hereby declared to be vacated and abandoned: All lots within Block 203; all lots within Block 204; all lots within Block 205, except 12-18; all lots within Block 206, including unnumbered lot east of lot 12 lying west of SR 415; all lots within Block 501 lying west of SR 415; all lots within Block 403; all lots within block 601 lying west of SR 415; all lots within Block 404, except lots 8 to 11; all lots within block 500 west of SR 415, in accordance with section 106-32, Deltona Code of Ordinances.

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

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

SECTION FOUR. Effective Date. This Ordinance shall become effective upon adoption by the City of Deltona.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

FIRST READING: _____

City of Deltona, Florida
Ordinance No. 18-2012
Page 3 of 3

ADVERTISED: _____

SECOND READING: _____

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Raftery, CMC, CITY CLERK

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

Gretchen R.H. Vose, CITY ATTORNEY

Memorandum

To: City Commission

From: Chris Bowley, AICP, Director of Planning and Development Services

Date: November 5, 2013

Re: Resolution No. 2013-34: Vacate multiple blocks and lots within the 2nd Addition to Carnell Subdivision PB 10 PG 128.

I. SUMMARY OF APPLICATION:

APPLICANT: Albert and Janette Pell
P.O. Box 189
Osteen, FL 32764

Request: The City of Deltona Planning and Development Services Department has received an application from the above applicants to vacate the following lots and blocks: All lots within block 203; all lots within block 204; all lots within block 205, except lots 12-18; all lots in block 206, including unnumbered lot east of lot 12 lying west of SR 415; all lots within block 501 lying west of SR 415; all lots within block 403; all lots in block 601 lying west of SR 415; all lots in block 404, except lots 8-11; and all lots in block 500 lying west of SR 415 of the 2nd Addition to Carnell Subdivision, PB 10, PG 128.

A. SITE INFORMATION:

1. **Tax Parcel #s:** 9206-01-03-0010
9206-01-03-0011
9206-01-00-0012
2. **Property Location:** SR 415 near the SR 415/Howland intersection
3. **Property Acreage:** ±16.67 Acres (total)
5. **Property Legal Description:** 9206-01-03-0010 - All blks 203 & 204 & all blk. 205 exc. lots 12-18 inc all blks 206 & 501 exc. part in rd. 415 & unnumbered lot E of lot 12 in blk 206 & vac Heath St. lying S of 2nd Av. & N

of 6th Av. & vac. 3rd Av. 4th Av. & 5th Av. lying E of Heath St. & W of 1st St. & vac. W half of 1st St. lying S of 2nd Av. & N of SR 415 & vac alleys in blks 203 to 206 & vac alleys in blks 501 & 502 2nd Add to Carnell Per OR 4296 PG 4941 exc. Irreg. parcel for new R/W per case 2010 13402 CIDL in the SE approx. 10.6 Ft of blk 206 W of & parallel to SR 415 & N of vac 6th Av. S that meas. 180.3 Ft. on NWLY line per or 5806 PG 4939

9206-01-03-0011: Blks 403 & 601 & Blk 404 exc lots 8 to 11 inc & vac 2nd St. lying S of 2nd Av. & N of SR 415 & vac 3rd Av. lying E of 1st St. & W of 2nd St. & vac E half of 1st St. lying S of 2nd Av. & N of S half of blk 404 alley & N half of blk 404 alley & exc part in rd 415 2nd Add to Carnell Per OR 5122 Pg 1517, Per OR 5806 PG 4939

9206-01-03-0012: Blk 500 & vac E half of 1st St. lying S of 4th Av. & N of SR 415 & vac S half of 4th Av. lying W of 1st Av. & E of SR 415 2nd Add to Carnell MB 10 Pg 128 exc in SR #415 Per OR 4581 PG 3464 Per OR 5806 PG 4939

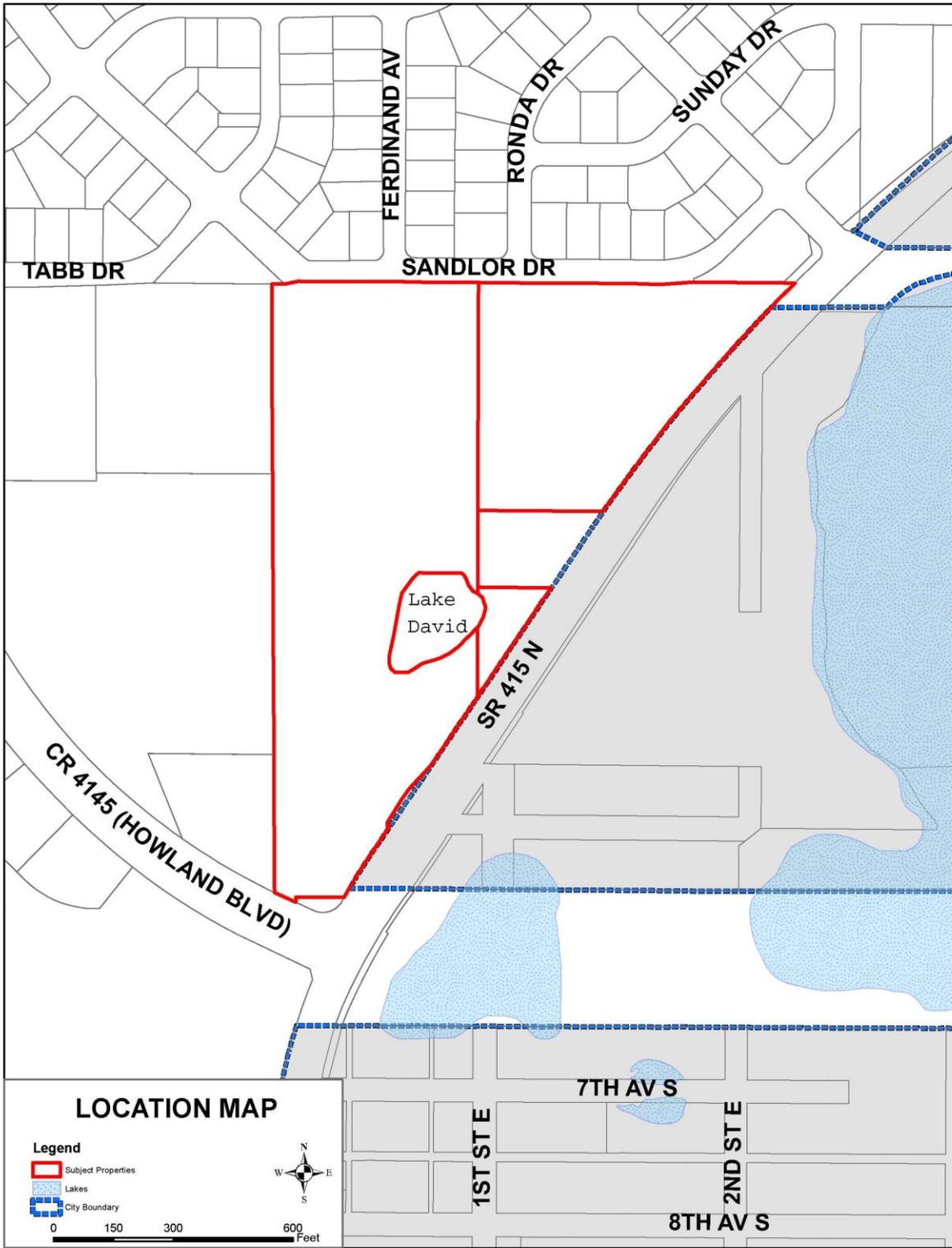


Figure 1: Location Map

B. Proposal:

Vacate various blocks and lots of the 2nd Addition to Carnell subdivision, PB 10, PG 128.

C. Back Ground

The 2nd Addition to Carnell subdivision was recorded with Volusia County in 1926. The subdivision is characterized by mostly 50' x 150' or 25' x 150' lots accessed by a grid network of roadways and alleys.

On October 2, 2013 an application was submitted to the City to vacate portions of the 2nd Addition to Carnell Subdivision. The subject blocks and lots are located on the east side of the City in the northwest corner of the intersection of Howland and SR 415.

The property was annexed into the City in 2004 as part of Ordinance No. 2004-37. In 2006, the City changed the land use on the property from County Urban Low Intensity to City Commercial. On April 3, 2006, the City vacated the platted rights-of-ways and alleys associated with various blocks and lots of the 2nd Addition to Carnell under Section 58-34, Deltona Code of Ordinances. However, the platted lots were not vacated as part of that action.

As part of the 2006 rights of way vacation, the City entered into an agreement with the applicant (Albert and Janette Pell) recognizing the fact that the City was granting approximately 9.63 acres of land to the applicant through the rights of way vacation. A main goal of the agreement was to facilitate the ability for the City to recapture rights of ways or easements on the parent tract at no cost to the City as long as the requested rights of way or easements did not exceed 9.63 acre area.

There are plans to develop the property at a commercial capacity and vacating the blocks and lots of the plat is a prerequisite before the property can be re-platted and site plans approved. The proposed commercial development of the property created a condition were cross access is needed to be established before commercial parcels were created. Therefore, consistent with the 2006 Developer's Agreement, the applicant did determine appropriate cross access and widths in keeping with that agreement.

CONCLUSION/STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2013-34 to vacate the following: All lots within block 203; all lots within block 204; all lots within block 205, except lots 12-18; all lots in block 206, including unnumbered lot east of lot 12 lying west of SR 415; all lots within block 501 lying west of SR 415; all lots within block 403; all lots in block 601 lying west of SR 415; all lots in block 404, except lots 8-11; and all lots in block 500 lying west of SR 415 of the 2nd Addition to Carnell Subdivision, PB 10, PG 128.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 8 - B
SUBJECT: Resolution No. 2013-35, approving the sale of vacant City land located near the corner of Saxon Boulevard and Finland Drive.

LOCATION:

Tract K, Block 101, Deltona Lakes, Unit 3, according to map or plat thereof recorded in Plat Book 25, Pages 105-120 inclusive (Tract K being found on Page 112), Public Records of Volusia County (also known as Tax Parcel 30-18-31-03-00-0110) together with an adjoining Drainage Right-of-Way in the northwest corner of Block 101, Deltona Lakes, Unit 3, according to map or plat thereof recorded in Plat Book 25, Pages 105-120, inclusive, (Drainage Right-of-Way being found on Page 112), Public Records of Volusia County, comprising the North 20 feet of the West 125 feet of said Block 101, and being bounded on the North by Florida Power Easement, on the East by Tract K, on the South by Lot 33, and the West by W. Finland Drive.

BACKGROUND:

The Commission meeting held on November 4, 2013 the City Commission considered and approved the vacant land contract for Sale of Property located at the corner of Saxon Boulevard and Finland Drive.

The contract is for the purchase of some City property that is generally located at the corner of Saxon Boulevard and Finland Drive. It does not have road frontage and is generally a depression in the land that ends up receiving drainage from surrounding properties. A condition of the contract is that the owner mows it quarterly to the satisfaction of the city so that it can continue to function for drainage purposes. It was appraised for \$10,000, which is the amount of the purchase contract. It is anticipated that the property will be used with other surrounding land for a future RaceTrac. Once the property is developed, the development will be responsible for handling the drainage that currently flows into this property.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Becky Vose, City Attorney – That the Commission approve Resolution No. 2013-35, approving the sale of vacant City land located near the corner of Saxon Boulevard and Finland Drive.

**POTENTIAL
MOTION:**

“I move to approve Resolution No. 2013-35, approving the sale of vacant City land located near the corner of Saxon Boulevard and Finland Drive.”

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Resolution No. 2013-35

RESOLUTION NO. 2013-35**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, APPROVING THE SALE OF VACANT CITY LAND LOCATED NEAR THE CORNER OF SAXON BOULEVARD AND FINLAND DRIVE; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Deltona, Florida and RaceTrac desire to facilitate the sale of the vacant city owned land, with no improvements thereon, located near the corner of Saxon Boulevard and Finland Drive, with the legal description as set forth on the attached Exhibit "A", (hereinafter "Vacant Land"); and

WHEREAS, the Vacant Land had never actively been used by the City of Deltona, but has received certain drainage from adjoining lands; and

WHEREAS, the Vacant Land is not needed by the City of Deltona so long as the land either remains undeveloped in its current state, or if a portion of the Vacant Land and land adjacent thereto developed in conjunction with the Vacant Land is used, when developed, to handle the drainage that currently flows into the Vacant Land; and

WHEREAS, the Vacant Land was appraised for \$10,000.00, which is the amount of the purchase contract; and

WHEREAS, the City Commission unanimously voted for approval of the contract for the sale of the Vacant Land at the November 4, 2013 City Commission meeting pursuant to the conditions that the owner mows the property quarterly and that the development will be responsible for handling the drainage that currently flows into the Vacant Land; and

WHEREAS, the City Commission declares the Vacant Land to be surplus and desires to sell, trade, exchange, or otherwise dispose of it.

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

William D. Denny, Acting City Manager, is hereby authorized to make, execute, and deliver to the contract purchaser a deed conveying the Vacant Land conditioned upon the payment of \$10,000.00, and the agreement that the owner mows the property quarterly, and that once developed, the development will be responsible for handling the drainage that currently flows into the Vacant Property.

City of Deltona, Florida
Resolution No. 2013-35
Page 2 of 2

ADOPTED BY the City Commission of the City of Deltona, Florida this _____ day of _____, 2013.

JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

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

GRETCHEN R. H. VOSE, City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - A
SUBJECT: Consideration of appointment of one (1) member to the Firefighters' Pension Plan, Board of Trustees.

LOCATION:	N/A
BACKGROUND:	<p>Firefighter Pension Board member Darien LaBoy has expressed that she would be resigning from the board as soon as the City appointed a replacement for the remainder of the term to expire on January 15, 2017.</p> <p>The City has run press releases and posted the openings on D-TV, the City's WebPage and bulletin boards. To date, the City has received new application(s) from:</p> <ul style="list-style-type: none">• Steven W. Blake• Ruben Colon• Gene Gizzi
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Raftery - That the Commission confirm the appointment of one (1) member to fill the remainder of a term to expire on January 15, 2017 on the Firefighters' Pension Plan, Board of Trustees.
POTENTIAL MOTION:	"I move to confirm the appointment of _____ to the Firefighters' Pension Plan, Board of Trustees for the remainder of a term to expire on January 15, 2017."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Application - Steven W. Blake
- Application - Ruben Colon
- Application - Gene Gizzi

Request From: Steven W. Blake
Email: blakegg081@aol.com
Source IP: 97.103.146.38

Address: 1185 N. Old Mill Dr.
City: Deltona
State: FL
Zip: 32725
Phone: 386-801-4055
Alt Phone:
Fax:
Organization:

Checkbox Choices

Firefighter's Pension Plan Board of Trustees,

Number of Years as a Deltona Resident

6 - 10 Years

What Commission district do you reside in?

District 1

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Deltona Fire Department

Please summarize your work experience.

Firefighter

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

None

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

None

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

20 years in the Fire Service etc.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

To better serve the individuals that protect us. I am flexible for meetings and Travel

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.

None

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.

None

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.

John Vicarro 386-295-3318

Kurt Vroman 386- 235-6765

Adam Bengelsdorf 386-717-6687

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Joyce Raftery

From: Ruben Colon <Rc4642@yahoo.com>
Sent: Tuesday, November 26, 2013 11:14 AM
To: Joyce Raftery
Subject: Citizen Board/Committee Application
Attachments: Attach0.html

Categories: Director's Meeting

Request From: Ruben Colon
 Email: Rc4642@yahoo.com
 Source IP: 71.52.29.232

Address: 559 Baldwin Ct.
 City: Deltona
 State: FL
 Zip: 32725
 Phone: 386-532-1518
 Alt Phone: 386-801-3122
 Fax:
 Organization:

Checkbox Choices

Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident
 11 - 15 Years

What Commission district do you reside in?
 District 1

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Florida Hospital Fish Memorial
 1055 Saxon Blvd.
 Orange City, FL 32763
 Respiratory Therapist 10 years
 386-917-5000

Please summarize your work experience.

I am a respiratory therapist at the local hospital. In addition, I often represent the hospital at community events. I am a father of two, ages 6 & 8. Currently I am also a volunteer at both schools. (Trinity & Spirit Elementary)

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 currently a volunteer at Spirit elementary & Trinity.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I am a parent who utilizes our parks regularly. In addition, through the hospital I am very involved at various community events.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I am a parent & citizen of Deltona and would like to make a difference in our 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

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.

Debra Allison
1055 Saxon Blvd.
Orange City, FL 32763
386-917-5121

Craig Broeker
1055 Saxon Blvd.
Orange City, FL 32763
386-917-5412

Maybelline Ferguson
1055 Saxon Blvd.
Orange City, FL 32763
386-917-7192

Additional Information or Comments

I look forward to serving my city and it's future!

I declare the foregoing facts to be true, correct, and complete.
I agree

Joyce Raftery

From: rc4642 <rc4642@yahoo.com>
Sent: Tuesday, November 26, 2013 11:19 AM
To: Joyce Raftery
Subject: Application

Follow Up Flag: Follow up
Flag Status: Flagged

Please consider my previously submitted application to the Parks and Recreation advisory committee for the Fire Fighters Pension Board. If I need to resubmit, please let me know.

Thanks in advance,

Ruben Colon

Sent from my iPad

Joyce Raftery

From: Eugene Gizzi Jr. <genegizzi@cfl.rr.com>
Sent: Friday, November 15, 2013 2:05 PM
To: Joyce Raftery
Subject: Citizen Board/Committee Application
Attachments: Attach0.html

Request From: Eugene Gizzi Jr.
 Email: genegizzi@cfl.rr.com
 Source IP: 97.102.161.211

Address: 751 Brechner Terrace
 City: Deltona
 State: FL
 Zip: 32738
 Phone: (386) 575-2555
 Alt Phone: (386) 747-0912
 Fax: (386) 575-2775
 Organization: Gene Gizzi Insurance Services

Checkbox Choices

Firefighter's Pension Plan Board of Trustees,

Number of Years as a Deltona Resident
 25+ Years

What Commission district do you reside in?
 District 5

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Gene Gizzi, REBC, RHU, LUTCF
 Gene Gizzi Insurance Services
 751 Brechner Terrace
 Deltona, FL 32738
 (386)575-2555
 Insurance Licensed 1985

Please summarize your work experience.

Insurance Agent/Broker 1986 to Present; Prudential Life Agency 1986-2001; Including sales & Service of Insurance Benefit Plans & Investment Products through multiple carriers.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Past Board Member&pres/Current Trustee&music Director: Boys & Girls Clubs of Volusia Flagler Counties; ember Central Florida Association Health Underwriters

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.

ECHO Advisory Board Member/Past Chair 2007-2013; Board Member: Deltona Arts & Historical Center 2003-06 / Deltona Springfest Committee 1997-2003 / Healthcare Foundation of Florida Event Committee 2004-07 / Florida Hospital Foundation Event Committee 2004-07

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Education and professional practice in Insurance & Investment products. Prior services to Firefighters Pension Plan & Trustees. Sound knowledge & experience with pension plans. Ability to do a "song and dance" as may be required.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

As a past services provider to this Board for several years, I understand the challenges & responsibilities of serving.

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.

Agent of Record: City of Deltona Employee Insurance Benefit Plans 1996 to Present.

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.

Jim Koczan, Chairman Deltona Firefighters Pension Plan Board of Trustees; Joe Sullivan, Chief Operating Officer Boys & Girls Clubs of Volusia Falger Counties 734-0555; Tom Acquaro, HR Director City of Deltona 878-8752;

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - B
SUBJECT: Consideration of appointment of seven (7) members to the Parks and Recreation Advisory Committee.

LOCATION:

N/A

BACKGROUND:

The Parks and Recreation Advisory Committee's terms expire on December 31, 2013. All seven (7) members wish to be re-appointed with the exception of Susan Armon. The current members of the Committee who wish to be re-appointed are:

- James Wayne Ruth (Mayor)
- Nathan D. Johnson (Commissioner Barnaby)
- Kay L. Gardner (Commissioner Herzberg)
- Julio De Leon (Commissioner Schleicher)
- Lonnie Wilson (Commissioner Lowry)
- Bernice Ludvick (Commissioner Nabicht)

The City has run press releases and posted the openings on D-TV, the City's WebPage and bulletin boards. To date, the City has received new application(s) from:

- Benjamin C. Bove
- Krista Ferguson
- Penny Musick
- Deborah Soto

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk, Acting City Manager

STAFF

**RECOMMENDATION
PRESENTED BY:**

City Clerk Joyce Raftery - That the Commission members confirm the appointment or re-appointment of seven (7) members to the Parks and Recreation Advisory Committee.

**POTENTIAL
MOTION:**

"I move to confirm the appointment or re-appointment of the following individuals _____, _____, _____, _____, _____, _____, and _____ to the Parks and Recreation Advisory Committee for a term to expire on December 31, 2014."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Member List
- City Commission Policy CC06-001
- Application - Julio De Leon
- Application - Kay Gardner
- Application - Nathan Johnson
- Application - Bernice Ludvick
- Application - James W. Ruth
- Application - Lonnie Wilson
- Application - Benjamin C. Bove
- Application - Krista Ferguson
- Application - Penny Musick
- Application - Deborah Soto

City of Deltona, Florida
PARKS & RECREATION ADVISORY COMMITTEE

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Expiration</u>
James Wayne Ruth 1967 Prescott Blvd. Deltona, FL 32738 (386) 574-2517 H (407) 717-7101 cell Email: umpire1@bellsouth.net	Mayor Masiarczyk	12-15-08 11-16-09 Re-apptd. 12-13-10 Re-apptd. 12-12-11 Re-apptd. 12-10-12 Re-apptd.	12-30-13
Susan Armon 3140 Cabot Court Deltona, FL 32738 (386) 561-0874 C (386) 532-2589 H Email: susiarmon@hotmail.com	Vice Mayor Denizac (District 1)	12-13-10 12-12-11 Re-apptd. 12-10-12 Re-apptd.	12-30-13
Nathan D. Johnson 1117 W. Seagate Drive Deltona, FL 32725 (386) 479-0571 H melnatj@hotmail.com	Commissioner Barnaby (District 2)	12-10-12	12-30-13
Kay L. Gardner 2046 Cleo Lane. Deltona, FL 32738 (386) 837-1516 H (386) 574-1820 cell Email: kaylynn@bellsouth.net	Commissioner Herzberg (District 3)	12-10-12	12-30-13
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.	12-30-13
Lonnie Wilson 1279 Humphrey Blvd Deltona, FL 32738 386-956-1504 optimumlw@yahoo.com	Commissioner Lowry (District 5)	01-07-13	12-30-13

City of Deltona, Florida
PARKS & RECREATION ADVISORY COMMITTEE

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Expiration</u>
Bernice Ludvick 895 Rayston Street Deltona, FL 32725 (386) 960-4888 H (386) 437-3070 W Email: ludvel@aol.com	Commissioner Nabicht (District 6)	12-13-10 12-12-11 Re-apptd. 12-10-12 Re-Apptd.	12-30-13

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

**CITY OF DELTONA
COMMISSION POLICY/PROCEDURE**

EFFECTIVE DATE	POLICY NUMBER	PAGE NUMBER	SUPERSEDES POLICY Dated: N/A
05-15-06	CC06-001	1 of 1	
Subject: Limitation of Service on Citizen Boards and Committees		Adopted by the Deltona City Commission at the Regular City Commission Meeting held on May 15, 2006.	

PURPOSE

The purpose of the Limitation of Service on Citizen Boards and Committees is to provide the opportunity for as many citizens as possible to serve on City of Deltona's boards and committees.

OVERVIEW

Citizen participation in local government is the foundation of our democratic way of life. The City of Deltona's goals are best met by public discussion to ensure accountability to its citizens. Citizen advisory boards and committees are critical to maintain communication, local standards, municipal planning and the direction the City of Deltona takes in providing services. All residents are encouraged to contribute their time, experience and good sense in the determination of City policies and procedures.

Board and committee members participate in government by analyzing issues through formal discussions and procedures. Each board/committee is different and the amount of time a member devotes to his/her duty will vary. The responsibilities of members are provided by the City Commission through ordinance or resolution.

In order to properly address their responsibilities, citizens who are members of City boards/committees must have adequate time to attend meetings; conduct research; and communicate with the public, city staff and elected officials.

POLICY

It is the policy of the City of Deltona that no citizen may, simultaneously, serve on more than one City board or committee. This policy does not apply to citizens serving on sub-committees, or committees and boards of a temporary nature.

This policy limiting the number of boards/committees on which a citizen may serve shall apply prospectively only, and shall not affect the current term being served by citizens on any board and/or commission within the City of Deltona.

Appt. 12/13/10
(V.M. Treusch)

Traci Houchin

From: Joyce Kent
Sent: Monday, October 11, 2010 8:01 AM
To: Traci Houchin
Subject: Board/Committee Application

Joyce Kent, CMC
 City Clerk
 City of Deltona
 2345 Providence Blvd.
 Deltona, FL 32725
 Phone: (386) 878-8500
 Fax: (386) 878-8501

From: forms@deltonafl.gov [mailto:forms@deltonafl.gov]
Sent: Saturday, October 09, 2010 8:08 PM
To: Joyce Kent
Subject: Board/Committee Application

A message has been sent to you from a contact form on your Web site at: <http://deltonafl.gov/go/deltona-sections/departments/city-clerk/advisory-boards-application-form> If the user filled out his or her email address, you can hit "reply" in your email program to reply to their email address.

Board Committee Application

Name of Board or Committee: Parks and Recreation Advisory Committee

Personal Information

Name: Julio C. De Leon
 Address: 882 Abby Ter
 City: Deltona
 State: FL
 Zip: 32725
 Years Residence: 1
 District: 4
 Phone: 386 860-3458
 Email: juliodln@yahoo.com
 Registered Voters Yes:
 Registered Voters No:

Summarize your work experience

Employer: Snshine School Uniforms

No. of years: 7

Address: 617 N Primrose Drive

Phone: 407 896-9179

Position: District Manager

Work Experience: •Assist in the recruitment and hiring of the most qualified managers to meet the district's needs. •Conduct orientation, train and coach the management staff in execution of daily tasks and to maximize sales. •Participate in administering company policies and developing long range goals and objectives. •Coordinate sales promotion activities and pricing of merchandise. •Oversee preparation of merchandise placement and displays. •Review operational reports and records to ensure adherence to Company policies and procedures, monitor store profitability, and manage payroll budgets. •Analyze marketing potential of new and existing store locations and recommend additional sites or closing of existing stores. •Coordinate new store openings and/ or closing of existing locations. •Ensure that proper channels of communication exist between the stores and headquarters. •Oversee compliance of Store Managers with established Company policies and standards, such as safekeeping of Company funds and property, personnel practices, security, sales and record-keeping procedures, and overall maintenance of the stores by performing required audits. •Help solve problems that affect the stores service, efficiency, and productivity. •Inspect premises of stores to ensure that adequate security exists and that physical facilities comply with safety and environmental codes and ordinances. •Any other tasks as assigned from time to time.

Education

School	Years	Degree
Univ. San Carlos de Guatemala	5	Political Science

Volunteer, Civic, Professional, & Other Activities

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Assisted in the X annual Indigenous Conference in Guatemala. Responsible for setting all accommodations for all guest speakers and ensuring they had all material needed for their workshops.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

N/A

Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

N/A

Reasons For Serving

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I have attained administrative skills as well as leadership skills as a District Manager and as a Yeoman Petty Officer in the United States Navy. I currently am a Reservist in the Navy and perform Honor Guard and Funeral Honors for our fallen Service members. Having the opportunity to serve the City of Deltona would be a great experience for me as well.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

As a resident of the City of Deltona and having two small children I spend a lot of time at parks and I have seen the great job that is being done. I would like to contribute to the residents of Deltona and to best serve the interests of this Committee in any way possible.

Miscellaneous

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 dollars or less that were imposed, unless it also included a jail sentence.

NO

References

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Additional Information or Comments

Angela Meyer

Gardner, Kay L.

o: Joyce Kent
Subject: RE: Citizen Board/Committee Application

From: Kay L. Gardner [mailto:kaylynnne@bellsouth.net]
Sent: Monday, October 01, 2012 5:08 PM
To: Joyce Kent
Subject: Citizen Board/Committee Application

Request From: Kay L. Gardner
 Email: kaylynnne@bellsouth.net
 Source IP: 98.85.109.211

Address: 2046 Cleo Lane
 City: Deltona
 State: Florida
 Zip: 32738
 Phone: (386) 574-1820
 Alt Phone: (386) 837-1516
 Fax: (386) 574-1820
 Organization: N/A

Checkbox Choices

William S. Harvey Scholarship Selection Committee,

Parks & Recreation Advisory

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)
 Retired. County of Wayne Michigan

Please summarize your work experience.
 Supervisor - Personnel/HR/Clerical

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

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.

Ron Watral, 779 Lehigh Dr., (386)574-8814

Delores Wilson, 1485 Providence, (386) 574-1039

Saundra Perkins, Lehigh Dr., (386) 860-9493

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Angela Meyer

To: Joyce Kent
Subject: RE: Citizen Board/Committee Application

From: nathan d johnson [<mailto:melnatj@hotmail.com>]
Sent: Thursday, November 29, 2012 7:38 PM
To: Joyce Kent
Subject: Citizen Board/Committee Application

Request From: nathan d johnson
 Email: melnatj@hotmail.com
 Source IP: 74.4.197.120

Address: 1117 w seagate dr
 City: deltona
 State: fl
 Zip: 32725
 Phone: 3864790571
 Alt Phone:
 Fax:
 Organization:

Checkbox Choices

Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident
 6 - 10 Years

What Commission district do you reside in?
 District 2

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 I work at a Farm Co-Op with Common Ground Farm in De Land, Florida. I started there in January 2012.
 The address is 1330 E. Taylor Road De Land, Florida 32724. Owners John and Pat Joslin and can be reached
 at 386.804.2664. The website is www.cgofarm.com

Please summarize your work experience.

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 member of the Florida Farm Bureau. I am also a member of Cub Scout Pack 565 located in Deltona, Florida. Former positions are Committee Chair, Weblo Den leader, Bear Den Leader, and temporary Cub Master.

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.
None with Deltona.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I have a B.A. degree from the University of Florida. I have completed 2 semesters of Accounting at Seminole State College. I have have completed Lean Six Sigma and also White Belt and Yellow Belt Certificates.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I was asked to consider joining the P and R Board by Commissioner Webster Barnaby. I am interested in contributing my knowledge as someone who has gone to numerous parks as a father, Scout leader and as a husband.

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.

I have no business nor contractual obligation with the City of Deltona.

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.

Commissioner Webster Barnaby; 2242 E. Fairbanks Dr., Deltona, FL 32725, 386-848-2600

John Joslin; 1330 E. Taylor Road, De Land, Florida 32724, 386-804-2664

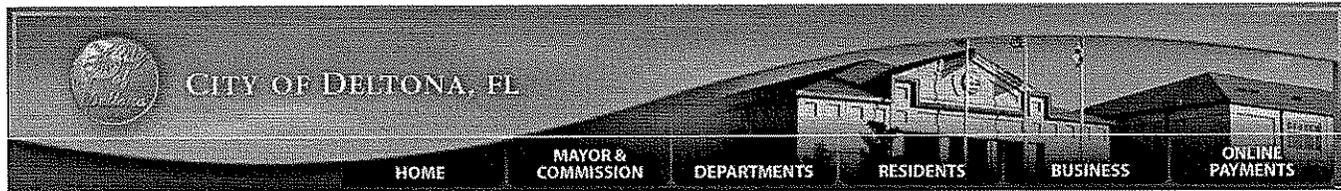
Mark and Deidre Conover; 2367 Fountain Rd, Deltona, FL 32728, 386-789-2935

Additional Information or Comments

N/A

I declare the foregoing facts to be true, correct, and complete.

I agree



Home / Deltona Sections / Departments / City Clerk / Advisory Boards Application Form

Apptd on 12/13/10
(Reappointment)

City of Deltona Citizen Board/Committee Application

Name of Board/Committee

Personal Information

Name Address City State Zip # Years District Phone

Email Address

Are you a registered voter? Yes NoEmployer # Years Address Phone Position

Summarize your work experience

I was a legal secretary for 32 years and am now an attorney-at-law admitted in Florida.

Education

School	Years	Degree
Marymount Manhattan C	7	B.A.
City University of NY Sc	3	J.D.

Volunteer, Civic, Professional, & Other Activities

- a. List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Springhill-Deland Kiwanis - Member
Parent-Mentors in Action - Member
4-H - Volunteer
Volunteer Certified County Court Mediator

- b. Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

Deltona Parks & Recreation Senior Citizen
Advisory Sub-Committee - Vice Chair

- c. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

No

Reasons For Serving

- a. Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Experience with the Parks & Rec Senior Citizen
Advisory Sub-Committee.

- b. Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I feel that my experience as Vice Chair of the
Senior has given me insight into the needs of
the citizens of Deltona with regard to
availability of first class parks and recreation

Miscellaneous

- a. 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.

N/A

- b. 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

References

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.

1.
2.
3.

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

Name Date (MM/DD/YY)

Enter code:*

Please note that the City Clerk's Office keeps applications active for 6 months from the date of receipt if you are not chosen to fill the Board/Committee vacancy. If within that 6 months you wish to be considered for another Board/Committee vacancy other than the Board originally applied for, you must contact the City Clerk's Office at (386) 878-8500 and request your application be pulled for consideration. After 6 months, a new application must be submitted.

2345 Providence Blvd. Deltona, FL 32725 Phone: (386) 878-8100 Fax: (386) 878-8501
Webmaster jkent@deltonafl.gov. Questions or comments? [Let us know what you think!](#)
Copyright © 2001 City of Deltona. All rights reserved. [Legal notice](#). [Employee Webmail](#).

NOTICE: Under Florida law, e-mail addresses are public records.
If you do not want your e-mail address released in response to a public records request,
do not send electronic mail to the City of Deltona. Instead, contact the City by phone or in writing.
Web site development by Zgraph [Orlando Web Design](#)

*Ruth, James Wayne***Joyce Kent**

From: Board/Committee Application [forms@deltonafl.gov]
Sent: Friday, November 21, 2008 7:29 PM
To: Joyce Kent
Subject: Board/Committee Application

appointed 12/15/08
Re-appointed 12/13/10

Board Committee Application

Name of Board or Committee: Parks and Recreation Advisory committee

Personal Information

Name: James Wayne Ruth
Email: umpire1@bellsouth.net
Address: 1967 Prescott Blvd
City: Deltona
State: FL
Zip: 32738
Number of Yrs. residence: 28 years
District: lived in 3 different districts in 28 years
Phone: (386) 717-7101 or 574-2517
Registered Voter: Yes
Employer: State Of Florida Park Services Specialist
Number of Yrs. Worked there: 31
Address: Hontoon Island State Park 2309 River Ridge Road Deland, FL 32720
Phone: 386/736-5309
Position: Park Services Specialist

Summarize your work experience

I have been Employed as a State Park Ranger for 30+ Years. I have also officiated youth sports at city parks in Deltona, DeBary, Orange City, and Deland for 15 years I have been involved with and held numerous board positions with three local Little Leagues to include Deltona Little League, as chief umpire for 3 years. I have officiated High school softball for 6 years, and have officiated Adult Softball Leagues for three years with the Volusia County Department of Leisure Services. I am familiar with operation of numerous sport clubs and thier activities throughout Deltona's parks. I have 5 children ages 33 to 5. My employment as a State Park Ranger has given me a unique insight into many diverse recreational activities that the public desires, ranging from ball fields to nature based recreation.

Education

School	Years	Degree
DBCC	1978 -1980	A.S.

W#. Charlotte H.S. 1971 H.S. Diploma

Volunteer, Civic, Professional, & Other Activities

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Deltona Little League, on call umpire at this time. Held position of chief Umpire for three years, have umpired or been an on call umpire for Orange City, and Debary Little Leagues.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

Served on Deltona Citizens Advisory board for Parks And Recreation to Volusia County Council before Deltona was founded.

Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

no

Reasons For Serving

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I have good knowledge of construction of park facilities, gaining this experience while at my present position as State Park Ranger, and as a Board Member of Little Leagues.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I feel that I can be a benefit to The City Of Deltona, with by many years of experience in diverse recreational activities. I have Master Naturalist Certification through the U. Of Florida Extension Service, and I am experienced in preservation techniques for Natural areas that are used for dual purpose recreational activities.

Miscellaneous

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

References

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.

Mike Hayes 2309 River Ridge Road, Deland 736-5309
Cheryl Potts 2309 River Ridge Road, Deland 736-5593
Dennis Moulder, Mayor, City of Deltona 216-3620

Additional Information or Comments

Request From: Lonnie Wilson
 Email: optimumlw@yahoo.com
 Source IP: 75.112.144.94
 Address: 1279 Humphrey Blvd
 City: Deltona
 State: Fl
 Zip: 32738
 Phone: 386-956-1504
 Alt Phone:
 Fax:
 Organization:

Checkbox Choices
 Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident
 6 - 10 Years

What Commission district do you reside in?
 District 5

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 City of Deltona, 5yrs
 2345 Providence Blvd, Deltona, Fl 32738
 (386)878-8700
 Enforcement Services Offcier

Please summarize your work experience.
 Enforcement Services Offcier - City of Deltona
 Store Manager - CVS Pharmacy, Mt Dora, Fl
 Asst Store Manager - Wal-Mart, Deland, Fl
 Soldier - US Army

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.
 N/A

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.
 No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

A.S. Degree, Business Administration
Leadership & Managerial Skills

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I feel if we give back to the community, it helps to make the community stronger.

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.

Dale Baker, 2345 Providence Blvd, Deltona, FL (386) 878-8700.

Sydney Scott, Killeen, Tx (254)238-9375.

Melvin Woodhouse, Colorado Springs, Co (719)330-2125

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Received 8/12/13

Request From: Benjamin C. Bove
 Email: benjaminbove@gmail.com
 Source IP: 97.103.145.88

Address: 1903 Algonquin Ave
 City: Deltona
 State: Florida
 Zip: 32725
 Phone: 407-580-9920
 Alt Phone: 386-532-9460
 Fax: 386-532-9460
 Organization: N\A

Checkbox Choices

Affordable Housing Advisory Committee, Economic Development Advisory Board, Planning & Zoning Board, Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident

2 - 5 Years

What Commission district do you reside in?

District 5

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Two Men and a Truck\Volusia County. 154 North Nova Road, Daytona Beach, Florida, 32725, 386-255-6683. Employed for 6+ years. Current position is General Manager.

Please summarize your work experience.

From 2005 to 2008 I worked as an executive assistant for a real estate development group that started several projects throughout southwest Volusia County, primarily in Lake Helen and Deland, including opening a 200+ seat restaurant with a full liquor bar. For the past 6 years I have worked for Two Men and a Truck where I am now responsible for managing all day to day operations, including staffing, marketing, and maintaining Customer satisfaction.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

I spent several years volunteering in many roles for DeBary Little League. At the age of 15 I also served a single term on the City of DeBary's Youth Advisory Committee.

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. City of DeBary Youth Advisory Committee. Served a single term (1 year).

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

My many years of experience working for organizations that service and employ people within our

community give me a unique perspective from the front lines of local small businesses. This experience will have a positive impact on any Board/Committee that involves work related to our local economy. My experience as a volunteer with Debarry Little League would be a great benefit to any Board/Committee related to parks/recreation.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I am committed to improving my community in any way that I can. I am passionate about the quality of life of every citizen in my community and would be honored to have an opportunity to positively impact that quality of life.

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.

None

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.

None

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.

Ralph Bove, 423 Soft Shadow Lane, Debarry, Florida, 386-668-5908. Christopher Bove, 243 Plumosa Road, Debarry, Florida, 386-837-2378. Michelle Fluegel, 1903 Algonquin Avenue, Deltona, Florida, 386-216-5172.

Additional Information or Comments

It would truly be an honor to have an opportunity to serve my community. I vow to serve any Board/Committee with the utmost attention and dedication. Thank you for your time and consideration.

I declare the foregoing facts to be true, correct, and complete.

I agree

Citizen Board/Committee Application

Krista Ferguson

To: Joyce Kent
Sent On: Wednesday, February 15, 2012 10:08:40 AM
Archived On: Wednesday, February 15, 2012 10:10:01 AM
Identification Code: eml:039b75f3-270c-40f1-96f3-a26b82d62b8f-2147390028
Folders: Inbox
Attachments: Attach0.html (4 KB)

Request From: Krista Ferguson
Email: kferguson765@aol.com
Source IP: 169.139.176.84

Address: 1276 e foweler drive
City: deltona
State: florida
Zip: 32725
Phone: (386)237-0552
Alt Phone:
Fax:
Organization:

Checkbox Choices

Parks & Recreation Advisory Committee, Parks & Recreation Citizen Accessibility Advisory Sub-Committee, Parks & Recreation Youth Advisory Sub-Committee,

Number of Years as a Deltona Resident

0 - 1 Year

What Commission district do you reside in?

District 1

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 am a full time student at daytona state. I am going to school for criminal justice.

Please summarize your work experience.

i worked in a resturant for four years doing every job there.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

i have volunteered at in the court house of bunnell and dog and pig farms back in 2009. in bunnell florida. i also worked at a salt marsh park helping maintain it and teach kids in high school. we were the salt marsh safari

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

no i have not

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

i did teen court but nothing other then that.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

i am looking to get my foot in the door if to do nothing more then watch and see how things work, so maybe on day i can be on a board/committee.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

i got introuble with the law when i was 15 years old and worked very hard to change me life and got done with every thing early. the charges were supost to be dropped and i have not been introuble one time since then. i am going into crimal justice so i can try and turn teens and peoples lives around and do some thing good for the comunity.

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.

Kevin Ferguson 2512 orange street bunnell florida (386)503-8810

Debbie Ferguson 212 robinhood drive deland florida (386)747-9565

Kyle Smith 1276 E fowler drive deltona florida (386)479-6603

Additional Information or Comments

i would like a chance to get my foot in the door and learn and meet some people. i am trying to get into the police accademy but would like to see what other things there are in criminal justice. i am not looking for money just experience.

I declare the foregoing facts to be true, correct, and complete.

I agree

Citizen Board/Committee Application

Penny Musick

To: Faith Miller
Sent On: Tuesday, March 20, 2012 11:40:20 AM
Archived On: Tuesday, March 20, 2012 11:41:20 AM
Identification Code: eml:039b75f3-270c-40f1-96f3-a26b82d62b8f-2147319768
Attachments: Attach0.html (3 KB)

Request From: Penny Musick
Email: sprkychili@yahoo.com
Source IP: 50.122.58.202

Address: 360 Providence Blvd
City: Deltona
State: FL
Zip: 32725
Phone: 407-937-9377
Alt Phone: 407-384-0834
Fax:
Organization:

Checkbox Choices

Beautification Advisory Board, Economic Development Advisory Board, Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident

2 - 5 Years

What Commission district do you reside in?

District 1

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Clemens & Associates, 11 years, 1320 N Semoran Blvd, Suite 214, Orlando, FL 32807 407-384-0834 Assistant Underwriter

Please summarize your work experience.

I have worked in the insurance field for 11 years. Prior to that, I worked in construction restoration, customer service, and as a weather observer in the US Navy.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Lifetime member of DAV.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

no

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

good organizational skills,

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I would like to serve on a board in my community to get to know the people and the area I live in better

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.

DUI 12/2003

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.

Shelly Foster, Orlando FL 407-575-3300

Julie Bridges, Sanford FL 321-363-6944

Kim Sanders, Sanford FL 407-739-2925

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Angela Meyer

From: Joyce Raftery.
Sent: Friday, May 24, 2013 12:08 PM
To: Angela Meyer
Subject: Fwd: Citizen Board/Committee Application
Attachments: Attach0.html; ATT000011.htm

Angela

Please contact this person and find out which board they are applying for, I didn't see it on the form.

Joyce Raftery, CMC
 City Clerk, City of Deltona

Begin forwarded message:

From: Deborah Soto <debbiesoto2003@yahoo.com>
Date: May 24, 2013, 11:05:25 AM EDT
To: Joyce Raftery <JRaftery@deltonafl.gov>
Subject: Citizen Board/Committee Application

Request From: Deborah Soto
 Email: debbiesoto2003@yahoo.com
 Source IP: 75.112.144.26

Address: 2092 E. Prairie Circle
 City: Deltona
 State: FL
 Zip: 32725
 Phone: 386-405-0544
 Alt Phone:
 Fax:
 Organization:

Checkbox Choices

Other Boards/Committees (Write Board Name in "Additional Information"),

Number of Years as a Deltona Resident
 6 - 10 Years

What Commission district do you reside in?
 District 2

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Complete Parachute Solutions, 2 years, 1320 International Speedway Blvd. #1, Deland, FL 32724, 386-523-0717, Department of Defense Contract Administrator

Please summarize your work experience.

I have been working in the private sector in the capacity of Business Administrator and Legal Administrator for the past 15+ years overseeing many facets of the daily business operations including risk management, accounting, human resources and facilities management.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Vice Chair Leader - Universal Zulu Nation

Member - Zeta Phi Beta Inc.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed; and the length of service.

No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I believe I offer a well rounded approach as a citizen with the citizen's best interest in mind. With the economic climate the way it is, I would be cautious with any financial commitments, if any are needed drawing from my years of experience of being the financial gatekeeper at the organizations I have been employed at. I would bring my skills in project management, risk management, human resource, event planning, facilities management, and accounting. I consider myself a dedicated, self-starting team player with positive attitude and strong skills in planning, organization, problem solving, communications, and cultivating relationships and I am fluent in Spanish and Italian.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Robert Martin 386-848-3489

Yoselin Rodriguez 386-479-8699

Bob Keyes 386-785-9059

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.
I agree



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - C
SUBJECT: Request for consideration from Alex Hoffman for a reduction of fine from \$10,000.00 assessed pursuant to Special Magistrate Case DEL-08-092.

LOCATION:

This property is located at 1223 Whitewood Drive, Deltona, Florida 32725. The Parcel No. is 30-18-31-01-09-0010.

BACKGROUND:

An order Imposing Fine/Lien was entered on June 25, 2008, by the City of Deltona Special Magistrate, ordering Alex Hoffman to pay to the City of Deltona a fine in the amount of one hundred dollars (\$100.00) per day beginning June 26, 2008, for each and every day the violations exist and continues to exist or until a cap of \$10,000.00 is reached. The violation occurred when the respondent failed to obtain a building permit for enclosing a carport at the home located at 1223 Whitewood Drive. The total accumulated amount due is \$10,000.00. On November 26, 2013 Alex Hoffman appeared before the Special Magistrate to request a recommendation to reduce the fine.

The Special Magistrate made a recommendation to reduce the fine to \$500.00.

ORIGINATING DEPARTMENT:

Enforcement Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Enforcement Services Staff forwards the Special Magistrate's recommendation - On November 26, 2013 the Special Magistrate, Charles J. Cino, issued a recommendation to reduce the fine to \$500.00.

**POTENTIAL
MOTION:**

“I move that the City Commission grant the request of Alex Hoffman for a reduction of the fine concerning Case No. DEL-08-092 for the property located at 1223 Whitewood Drive, Deltona, Florida, to the sum of \$500.00 to be paid within 30 days (January 16, 2014) or the fine reverts back to the original amount.”

OR

“I move that the City Commission not grant any reduction of the fines requested of Alex Hoffman concerning Case No. DEL-08-092 for the property located at 1223 Whitewood Drive, Deltona, Florida.”

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Background Information
- Picture of Violation
- Picture of Violation

SPECIAL MAGISTRATE CODE HEARING
REQUEST FOR REDUCTION IN FINES

CASE NUMBER: DEL-08-092

VIOLATION: City of Deltona Ordinance, Section 18-3, adopting the latest edition of the Florida Building Code, Section 105.1, which states that any owner, authorized agent, who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

REQUIRED CORRECTIVE ACTION: Apply for and obtain a permit for the carport enclosure.

OWNER: Alex Hoffman, 1680 Timber Edge Drive, Deland, FL 32724

PROPERTY ADDRESS: 1223 Whitewood Drive, Deltona, FL 32725

PARCEL NUMBER: 30-18-31-01-09-0010

FINDINGS OF FACTS:

1. January 22, 2008 Door Hanger posted on the property in reference to the carport enclosure without a permit.
2. January 29, 2008 Work has stopped.
3. February 19, 2008 Notice of Violation posted on the property and mailed certified.
4. March 10, 2008 Certified mail returned unclaimed.
5. March 31, 2008 Notice of Hearing posted on the property and mailed certified.
6. April 13, 2008 Certified mail signed for by tenant.
7. April 23, 2008 Special Magistrate Hearing Notice mailed certified and posted on the property.
8. April 23, 2008 Property owner found in non-compliance and scheduled a hearing to impose fines for June 25, 2008
9. May 6, 2008 Notice of Hearing mail certified and posted on the property.
10. May 27, 2008 Certified mail returned unclaimed.
11. June 25, 2008 Special Magistrate ordered a fine of \$100.00 per day until the property is brought into compliance or a cap of \$10,000.00 is reached, effective June 26, 2008.
12. October 10, 2013 Alex Hoffman (owner) came into City Hall to inquire about the lien on his property. He was advised of the history and claimed he did not know anything about the carport enclosure. His tenant did it without his knowledge.

13. October 12, 2013 Property owner/resident removed the wall from the carport bringing the property into compliance.
14. October 16, 2013 Alex Hoffman requested to go before the Special Magistrate to request a recommendation for a reduction in fines.
15. November 26, 2013 Alex Hoffman appeared before the Special Magistrate for a recommendation for a reduction in fines.

CONCLUSIONS: Alex Hoffman was the owner at the time of the violation. He was properly notified of the violation / hearings and was given sufficient time to bring the property into compliance. However, Mr. Hoffman stated his tenant did not provide him with the letters or tell him about the postings.

RECOMMENDATION: Mr. Cino stated that Mr. Hoffman testified he was not aware of the situation and immediately corrected the violation one he was made aware of the violation. Mr. Cino recommended reducing the fine to \$500.00 which should cover the City's expenses.

CITY'S EXPENSES: City expenses are difficult to determine due to how old this case is. We made at least 4 trips to the property; mailed 3 certified letters, appeared before the Special Magistrate. Additionally, there was staff time drafting orders, minutes and etc.





06/25/2008 12:54

223

Item 10C



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/16/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - D
SUBJECT: Request for approval of Mr. Denny's proposed City Manager employment agreement.

LOCATION:

N/A

BACKGROUND:

At the Commission Workshop held on March 25, 2013 Mr. Denny passed out some information as it relates to his position as Acting City Manager and at the Regular Commission meeting held on April 1, 2013 he asked that if there were no objections from the Commission he would like to put the topic on the April 15, 2013 Commission meeting agenda. At the Commission meeting held on April 15, 2013 the Commission approved the Acting City Manager compensation benefits package as outlined from April 1, 2013 through September 30, 2013.

At the Regular Commission meeting on September 3, 2013 the Commission extended the current Acting City Manager's contract for 90 days and to place the discussion of the City Manager Selection process on the next available workshop. At the Workshop held on October 18, 2013 the Commission concurred to offer Mr. Denny a six (6) month contract as Deltona's City Manager on the December 16, 2013 agenda, with a term to run for a six (6) month period effective December 29, 2013.

At the Workshop held on November 25, 2013 the Acting City Manager tendered his resignation effective December 31, 2013 at which time the Commission asked that the Acting City Manager take a few days to have individual meetings with each Commissioner to discuss his decision to resign.

After having very positive individual meetings with most of the Commission, I have decided to follow the desire of the Commission and present a contract as City Manager. The contract would be effective January 1, 2014 and continue through June 30, 2014.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

William D. Denny, Acting City Manager - That the City Commission approves the City Manager employment agreement as presented or with the following changes ____.

POTENTIAL MOTION:

"I move to approve the City Manager employment agreement as presented"

or

"I move to approve the City Manager employment agreement with the following changes ____."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- City Manager employment agreement

EMPLOYMENT AGREEMENT

The City of Deltona, Florida

and

William D. Denny

**EMPLOYMENT AGREEMENT
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Employment Agreement

Introduction

This Employment Agreement ("Agreement") for City Manager Services, made and entered into this 16th day of December, 2013, by and between the City Commission of the City of Deltona; County of Volusia, a municipal corporation of the State of Florida ("Employer"), and William D. Denny, ("Employee"), jointly referred to as "parties", is as follows:

Section 1: Term

This Agreement shall remain in full force and effect from the date of January 1, 2014, until terminated by the Employer or Employee or June 30, 2014.

Section 2: Duties and Authority

The City agrees to employ Mr. Denny as City Manager to perform the functions and duties specified in the Charter and Municipal Code of the City of Deltona and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$135,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall also be given on an annual basis to increase compensation based on merit. Merit shall be determined through the use of an evaluation tool approved by the Employer and Employee within thirty (30) days of the effective date of this Agreement.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay 100% of premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee. Health insurance plans available are to be those provided to all other employees of the City of Deltona, with Employee to select the specific plan from the options available to all employees. Given the Employee's status as Acting City Manager prior to execution of this Agreement there shall be no waiting period for benefits coverage.
- B. The Employer agrees to put into force and to make required premium payments for short term disability coverage and long term (5 years) disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical

examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer unless covered by the Employee's insurance.

- D. The Employer shall pay the amount of premium due for term life insurance in the amount of two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation and Sick Leave

- A. Upon execution of this agreement, the Employee shall be credited with and have immediate access to sick and vacation leave equal to the highest annual accrual provided to all other employees as consideration for accepting employment as City Manager.
- B. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued annual leave (vacation), sick leave, all paid holidays, and other benefits accrued up to date of termination.

Section 6: Vehicle Use

- A. The Employer shall continue to allow the Employee the use of a City vehicle for city business and to and from work.

Section 7: Retirement

- A. The Employer agrees to continue to make all the appropriate contributions on the Employee's behalf to the Florida State Retirement System (FRS). In addition to the Employer's payment to the Florida State Retirement System, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or other deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to the maximum dollar amount permissible under Federal and State law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.
- B. In lieu of making a contribution to a deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service credit in another qualified plan.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state,

and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ICMA Certification, the State League of Municipalities, and such other national, regional, state, and local government groups and committees in which Employee serves as a member.
- C. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee for the benefit of the Employer, and Employer agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense of petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations in Volusia County.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

- A. As provided in the City Charter.
- B. If the Employer, citizens or legislature acts to amend any provisions of the Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the

offer.

- E. The Employer will be allowed a thirty (30) day cure period upon receipt of notice of a breach of this Agreement.

Section 10: Severance

A. If the Employee is terminated, retires, or resigns the Employer shall provide a minimum severance payment equal to twenty (20) weeks of pay at the current rate of pay. This severance shall be paid in bi-weekly installments including accrued benefits. A lump sum payment shall be authorized if requested by the Employee. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

B. If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise. Employee shall be entitled to all accrued leave and benefits, including severance to be paid on a bi-weekly basis. A lump sum payment shall be authorized if requested by the Employee.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee, on or before January 1st of each year following execution of this Agreement, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation with each member of the Commission, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

The Commission shall consider such salary or benefit increases as it may deem appropriate to remain competitive in the market. In any subsequent year, if the Commission should fail to evaluate the Employee's performance or fail to consider salary or benefit increases before January 1st of each year, the Employee shall automatically receive a four percent (4%) merit increase in salary commencing thereon. As other salary adjustments are approved or otherwise occur for general employees such as cost of living adjustment, the City Manager Employment Agreement stands to also be amended accordingly.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an

appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 15: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval, legal representation, provided by Employer for Employee, which shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise, and unless the Employee is a party to the suit in which Employee shall have a veto authority over the settlement, settle any claim or suit unless said compromise or settlement is of a personal nature to Employee. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by any department head or general employee of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid and with return receipt, addressed as follows:

1. EMPLOYER: City of Deltona
Deltona Municipal Complex
2345 Providence Boulevard
Deltona, Florida 32725

2. EMPLOYEE: William D. Denny
1763 Blue Oak Ct.
Deland, Fl. 32720

Or as may be updated and maintained in the files at the City of Deltona.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement only, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

- C. Effective Date. This Agreement shall become effective on January 1, 2014.

- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

City of Deltona
By and through its City Commission

BY:

John Masiarczyk
Mayor, City of Deltona

William D. Denny
City Manager, City of Deltona

Approved as to form:

Gretchen Vose, City Attorney