

City of Deltona

Mayor
John Masiarczyk

Vice Mayor
Zenaida Denizac
District 1

Commissioners:

Webster Barnaby
District 2

Heidi Herzberg
District 3

Nancy Schleicher
District 4

Fred Lowry
District 5

Chris Nabicht
District 6

City Manager
Faith G. Miller

REGULAR CITY COMMISSION MEETING MONDAY, NOVEMBER 19, 2012

6:30 P.M.

DELTONA COMMISSION CHAMBERS
2345 PROVIDENCE BLVD.
DELTONA, FLORIDA

AGENDA

1. CALL TO ORDER
2. ROLL CALL - CITY CLERK
3. INVOCATION AND PLEDGE TO THE FLAG:
 - A. Invocation Presented by Commissioner Denizac – MaryAnn Royal, Volunteer Chaplain with Florida Hospital.
4. APPROVAL OF MINUTES & AGENDA:
 - A. Approval of Minutes – Regular City Commission Meeting of November 5, 2012 and Special City Commission Meeting of October 24, 2012 and November 12, 2012.
 - B. Additions or Deletions to Agenda.
5. PRESENTATIONS/AWARDS/REPORTS:
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 removed from the Consent Agenda by a member of the City Commission.

7. CONSENT AGENDA:

- *A. Request for approval of the renewal of the Bright House Wide Area Network and Internet contract for a period of 36 months and a budgeted annual cost of \$135,264 to support and provide network connectivity to 16 City locations.
- *B. Request for Approval of East Central Florida Sustainable Communities Consortium Memorandum of Understanding (MOU).
- *C. Request for consideration and approval of Creative Outdoor Advertising of America (COA) Agreement.
- *D. Request for approval to Purchase a Modular Building through NJPA (National Joint Powers Alliance) Bid #121709
- *E. Request for Approval of FY 11/12 Final Budget/Amendment Transfer.

8. ORDINANCES AND PUBLIC HEARINGS:

- A. Public Hearing - Ordinance No. 18-2012, Abandoning rights-of-way within the area known as Dewey Boster Sports Complex, for first reading.
- B. Public Hearing - Resolution No. 2012-39, Pertaining to signs or notices on homes prohibiting solicitors/peddlers.

9. OLD BUSINESS:

- A. Public Hearing - Ordinance No. 20-2012, Adding Article VII, "Mandatory Spay and Neuter", to Chapter 14, "Animals", of the City's Code of Ordinances, relating to the mandatory spaying and neutering of dogs and cats, for second and final reading.
- B. Discussion and action to consider approval of the settlement in the Manji vs. City of Deltona law suit, fully resolving the case.

10. NEW BUSINESS:

- A. Consideration of appointment of one (1) member to the William S. Harvey Deltona Scholarship Selection Advisory Board (Commissioner Herzberg's appointment).
- B. Consideration of one (1) alternate Commission representative to the Volusia Transportation Planning Organization (TPO).

11. CITY COMMISSION COMMENTS:

12. CITY ATTORNEY COMMENTS:

13. CITY MANAGER 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 Kent 48 hours in advance of the meeting date and time at (386) 878-8500.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Commissioner Denizac - MaryAnn Royal, Volunteer Chaplain with Florida Hospital.

LOCATION:	N/A
BACKGROUND:	At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor.
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	N/A - Invocation Only.
POTENTIAL MOTION:	N/A - Invocation Only.
AGENDA ITEM APPROVED BY:	<hr/> Faith G. Miller, City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of November 5, 2012 and Special City Commission Meeting of October 24, 2012 and November 12, 2012.

LOCATION:	N/A
BACKGROUND:	N/A
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk's Office
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Kent - To approve the minutes of the Regular City Commission Meeting of November 5, 2012 and Special City Commission Meeting of October 24, 2012 and November 12, 2012.
POTENTIAL MOTION:	"To approve the minutes of the Regular City Commission Meeting of November 5, 2012 and Special City Commission Meeting of October 24, 2012 and November 12, 2012."
AGENDA ITEM APPROVED BY:	<hr/> Faith G. Miller, City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Minutes of October 24, 2012• Minutes of November 5, 2012• Minutes of November 12, 2012

**CITY OF DELTONA, FLORIDA
SPECIAL CITY COMMISSION MEETING
WEDNESDAY, OCTOBER 24, 2012**

A Special Meeting of the Deltona City Commission was held on Wednesday, October 24, 2012 at the City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

1. CALL TO ORDER:

The meeting was called to order at 7:00 p.m. by Mayor John Masiarczyk.

2. ROLL CALL:

Mayor	John Masiarczyk	Present
Vice Mayor	Paul Treusch	Present (7:08 PM)
Commissioner	Michael Carmolingo	Present
Commissioner	Zenaida Denizac	Present
Commissioner	Heidi Herzberg	Present
Commissioner	Fred Lowry	Present
Commissioner	Herb Zischkau	Present
City Manager	Faith G. Miller	Present
City Attorney	Becky Vose	Present
City Clerk	Joyce Kent	Present

Also present: Finance Director Robert Clinger, Deputy City Manager Dave Denny, Assistant Finance Director Lori Montague, Parks & Recreation Director Steve Moore, Economic Development Manager Jerry Mayes, and Public Works/Deltona Water Director Glenn Whitcomb.

3. BUSINESS:

A. Resolution No. 2012-35, Providing for an amendment to Resolution No. 2008-56 and 2012-34, by lowering water and sewer rates, directing staff to place on hold all new water/sewer capital improvement spending that is not already under contract until further direction by the City Commission, and directing City staff to make application for a state revolving loan in the amount of \$20 million for the construction of the Eastern Wastewater Plant if financially feasible under the revised water and sewer rate.

Motion made by Commissioner Zischkau, seconded by Commissioner Lowry to approve Resolution No. 2012-35 as accurately putting in writing what we the Commission approved by a four (4) to three (3) vote during the October 23, 2012 Commission Workshop.

Commissioner Zischkau asked if the meeting was legally noticed under the Sunshine Law and Mrs. Vose replied yes.

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 2 of 9

Ms. Miller gave a brief presentation explaining the impact of the proposed motion and resolution which included a summary of the motion and its consequences. She explained the Statement of Revenues, Expenses, and Changes in Fund Net Assets, Proprietary Funds for the FY Ended September 30, 2011.

Commissioner Lowry stated that alternative #4 states that Renewal & Replacement Capital Outlay is funded and asked why the change. Finance Director Robert Clinger replied the conclusions expressed in alternative #4 are contingent upon the new wastewater treatment plant being eliminated from those numbers.

Commissioner Zischkau questioned the coverage ratios which have changed from yesterday to today and he asked if on Page 19, the projected debt service coverage comparison was accurate. Mr. Clinger replied it was accurate at the time, but staff believes it has a better number today.

Mayor Masiarczyk asked if staff had additional information that would help the Commission to understand the materials presented. Mr. Clinger replied the percentage increase is not equal to the rate increase. Staff looked at a three (3) year historical average and looked at the average percentage decline per year and applied that to two (2) years which results in a certain percentage decline. He stated staff at Deltona Water has been working with all the data and under a different set of assumptions which is the usage remains unchanged and a rollback rate of 37.48% would result in a loss of revenue of 24.48% the difference between those two numbers is \$1 million dollars a year.

Mark Galvin, Senior Vice President First Southwest, explained that this is an extremely complex type of methodology that is done for setting rates. There is a lot of moving parts which is why rate consultants have very sophisticated types of models so they can adjust different assumptions as it relates to usage. The key thing to have is a model that is done by a professional rate consultant to make sure the information the Commission receives is accurate and gives a true financial picture.

Ms. Miller stated Mrs. Vose is passing out two (2) proposed resolution alternatives. Staff has looked at a minimum of 25 different funding scenarios to include every scenario suggested by the Commission, City Attorney and staff. She stated it is still staff's firm belief that a Rate Study by a professional rate consultant is needed. The first resolution for the Commission to consider provides a \$20 reduction in the monthly base sewer charge for residential customers which is a savings of \$240 per year per customer and the estimated loss of wastewater revenue for the remainder of the current fiscal year would be \$657,000. If this resolution were adopted the sewer base charge reduction would be applicable to the December billing cycle that would show on the customer's bills in January, 2013. However, this funding scenario does not allow for the City to apply for the State Revolving Loan Fund (SRF) or the wastewater treatment plant and the City would need to look at alternative funding sources. This resolution also requires the hiring of a rate consultant to fulfill the needs of a Rate Study for the Swaption refinancing and to make recommendations to the City as to the rates, but would prevent the City from being in default

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 3 of 9

under its bonds and loans, to relieve the current burden on sewer customers due to high rates and to look at block rates for sewer charges similar to the City's water block rates.

Ms. Miller stated the second resolution provides a freeze on the existing water and sewer rates to remain in place this fiscal year and beginning October 1, 2013 the City would implement Consumer Price Indexing (CPI) based on the consumer price index. It would allow funding for debt service for the wastewater treatment plant and would allow staff to submit the application for the State Revolving Loan Fund by the November 8, 2012 deadline. The resolution also has the same requirement to hire a professional rate consultant.

Ms. Miller stated staff did look at a subsidy program or a hardship program for the residents and staff provided some funding suggestions and program criteria for that.

Commissioner Denizac stated there is a huge possibility, not just in theory, of having a hospital in Deltona. She asked Mrs. Vose for some feedback or if she could confirm the information and Mrs. Vose replied there is a Florida Statute that allows a business that is coming into a City to request that what they are doing is confidential. Mrs. Vose stated she has been working on these matters and she can say that they are very real and very big, but that is all she can say.

Commissioner Denizac proposed changing the \$20 savings to \$25 which is a net savings of \$300 a year per customer and to establish a hardship fund which could be funded by all the proceeds from the recycling program or transferring \$100,000 from the Fund Balance or implementing franchise fees. She stated she would also like to see how development could be included in these equations and as the City enters into the Swaption look for alternative funding. She asked if the cost to finance the wastewater treatment plant could be linked together with the refinancing of the bond. Mr. Galvin replied yes, the City's debt can be restructured if the City remains a Category "A" rated City.

Deputy City Manager Dave Denny stated the additional \$5 per month per household equates to additional revenue over a one year period of \$68,400.

Mr. Galvin stated if the City does not go with the SRF there will be a financial penalty because the City would be paying a higher interest rate to be able to get the funds for the new plant and to sell the bonds due to swaption the Commission could be asked by staff for a rate increase in the future.

Commissioner Denizac asked if there is a penalty could it be spread out over several years and Mr. Galvin replied the cost could be amortized over a longer period of time.

Commissioner Herzberg agreed there is a need to look at the rate structure because the sewer customers are paying absorbent rates. She suggested looking at the \$20 million for the new wastewater plant and the reduction for the sewer base charge and put it out proportionately to the 32,000 water customers. She suggested adjusting the water base by \$5 per customer per month

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 4 of 9

which would generate approximately \$160,000 per month or \$1.9 million annually or adjust the water base by \$10 which would generate \$320,000 per month or \$3,840,000 annually. She stated there are other options to raise the money to fund either capital projects or the wastewater treatment plant that would spread this equitably across the City with reducing the sewer rate by a fair amount. She suggested a tiered rate structure, irrigation meters, change the irrigation rate, hardship funding, and public/private funding.

Vice Mayor Treusch asked what the difference is between the City's projections and the consultants. Mr. Denny replied the consultant has a model which projects over a period of time and he provided a detailed explanation on how rates work.

Vice Mayor Treusch asked how long the Rate Study is good for and would it put in perceived future maintenance and replacement costs. Mr. Denny replied he believes it is for a 10 year period and yes, there is 5% of gross revenue on debt service for maintenance and replacement costs in the bond covenants.

Commissioner Carmolingo asked how many homes are on sewer and how many on water only and Mr. Denny replied it changes a little daily, but there are 5,750 sewer customers and 32,000 water customers.

Commissioner Carmolingo asked how much additional revenue would be generated if \$5 per customer per month was added to every water customer's bill and Mr. Denny replied it would be \$5 x 32,000 customers which is \$1,920,000 annually.

Mr. Denny stated the first resolution is intended only to be in place until the Rate Study gets done and hopefully after that the sewer customers would see even more of a break. It will take approximately 3-4 months to do the Rate Study, have the study presented to the Commission, the Commission accepts the study and then hopefully the cost to the people who are using smaller amounts of sewer can be reduced by doing the block rates.

Mayor Masiarczyk stated he supports the City applying for the State Revolving Loan Fund to build the new wastewater treatment plant which can be done as well as bring the base rate down and direct the Rate Study to maintain it, but it may cause other rates to increase. He suggested possibly combining both the resolutions that were presented by staff.

Ms. Miller stated when the City fills out the State Revolving Loan Fund and reflects revenues through FY 2017-2018 staff will not know what will ultimately come as a result of the Rate Study.

Mr. Denny stated if the rates were frozen where they are today and forget the \$25 reduction in sewer base rates, the City would need to cut \$5.9 million out of the Capital Budget.

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 5 of 9

Mr. Galvin stated traditionally a SRF is for 20 years where a bond can go out 30 years. He stated if the City is \$5 million off on its Capital Program the City could borrow that as part of the financing at the end of the year.

Mr. Denny stated the City will most likely not get a 3% rate if it does a bond issue. Staff used a bond issue at 5% vs. a State Revolving Fund at 3% which will cost the City about \$6 million over the life of the loan.

Commissioner Denizac respectfully requested that Commissioner Zischkau withdraw his motion because according to staff the motion will put the City in default of its loan which none of the Commission wants.

Mr. Galvin stated the cost of the Rate Study and Feasibility Study will be reimbursed by the bond.

Commissioner Herzberg asked what the timeframe for applying for another loan is if the City does not do the State Revolving Loan Fund and how much that puts off the construction of the wastewater plant. Mr. Denny replied to get where the City is today on the State Revolving Loan Fund it is a two (2) year process, the City could apply after July of 2013 to start the process and the construction of the wastewater plant would take two (2) years so it could be started in March or April of 2015.

Commissioner Herzberg asked what the base rate for sewer is in Deltona and in Volusia County and Mr. Denny replied in Deltona it is \$33.39 and in Volusia County it is \$18.58.

Commissioner Herzberg proposed resolution #2 with the following changes: provide a \$25 break per customer per month for a four (4) month period until the Rate Study is completed, take \$2 million from the General Fund which was set aside for economic development and somehow subsidize the sewer rates which should not affect the bond or State Revolving Loan Fund.

Mrs. Vose stated the rates would have to stay the same, the General Fund could subsidize paying those rates for a limited time, but the rates could not be lowered. Commissioner Herzberg advocated a rebate or a subsidy toward the sewer rate.

Mayor Masiarczyk asked if the General Fund could loan the money to Deltona Water to be paid back at a later date and Mrs. Vose replied the problem is the City cannot show the funds coming from the General Fund it has to show them coming from rates not a loan.

Commissioner Zischkau gave a lengthy explanation of why he still believes Commissioner Denizac was right when she voted with the majority for Commissioner Lowry's resolution and why the resolution tabled at the Special Meeting of October 23rd is still the right way to go. He discussed the conflicting information that was provided by staff, the capital project to build the wastewater sewer plant and its primary purpose, rolling back the rates, and the "ill fated" Swaption. He questioned why the City would borrow \$5 million to cover the loss when it has \$5

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 6 of 9

million or more in its \$14 million General Fund. He stated the Hardship Fund by itself does not fix the problem and he suggested dealing with the problem that needs to be dealt with which is the motion on the floor and whether it is going to put the City in default of its loan.

Mayor Masiarczyk called for a recess at 8:50 p.m. and reconvened at 9:07 p.m.

Commissioner Herzberg asked if the Commission passed the rate reduction would the City be in default of its bond covenant and Mr. Galvin replied in the bond documents it states “such rates fees and other charges shall not be so reduced as to be so insufficient to provide adequate net revenues, water connection fees, sewer connection fees for the purpose provided for under this resolution”, so yes. If the City is in violation and gets downgraded below a “BBB+” rating the City will be required under the Swaption documents to provide a dollar for dollar collateral posting which means the City would have to come up with \$21.5 million in securities posted with the trustee within a few days.

Mrs. Vose stated the City is legally obligated to make sure it does not violate the bond covenants and if the Commission intentionally violates the bond covenants it would create a really big problem for the City. She stated this would result in a drastic hit to the City’s credit rating and she questioned what lender would lend money to a City that intentionally lowered rates so as to put a different loan in default.

Commissioner Denizac asked if staff was aware of any deals or secret strategies to place existing homes on the sewer system once the new wastewater treatment plant is built and Mr. Denny replied no and if that were true where is the \$300 million located to have the sewer installed in front of all the houses to be able to hook them up.

Commissioner Denizac asked if there is still time if the City goes through some other financial means to start the wastewater treatment plant in two (2) years and Mr. Denny replied it would delay the project between now and the end of the fiscal year.

Commissioner Lowry asked if sewer lines are available does the bond covenant call for people to have to be hooked into it. Mrs. Vose replied yes it does and Mr. Denny replied residents are not required to connect into a force main, but businesses normally are.

Commissioner Lowry withdrew his second.

Commissioner Zischkau asked the City Attorney if Commissioner Lowry could withdraw his second and there was lengthy discussion regarding whether the motion still had to be voted on while Mrs. Vose researched the question.

Commissioner Zischkau stated it is a legal error for Mr. Galvin to give the opinion, legally, to the Commission that if the Commission intentionally increased the water and sewer rates the Commission is also intentionally voting to violate the City’s bond covenants.

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 7 of 9

Commissioner Zischkau asked Mr. Galvin if the numbers that staff provided at yesterday's Special Meeting were correct and the numbers that staff provided at today's Special Meeting are not correct would he have to change his opinion as to whether the City is risking default and Mr. Galvin replied yes.

Mayor Masiarczyk stated he could agree with resolution #1, but he would like the words "low income" that is addressed under the hardship clause removed.

Commissioner Herzberg suggested that the Commission add the \$20 million for the wastewater treatment plant to the swaption refinancing and Mr. Galvin replied the Commission could try to do that. Commissioner Herzberg questioned if the Commission were to do this, would the City be in any danger of having its credit rating lowered because the City would be lowering its rates by adopting the resolution thereby causing the City to have a problem getting a loan, problem with the Swaption or being denied the additional \$20 million to build the wastewater plant and Mr. Galvin replied he does not know what the rating agencies will do, but they will take that into consideration.

Mrs. Vose stated Commissioner Lowry can withdraw his second.

Mr. Galvin stated the important part is no matter how much money is put into this transaction the City will have to do a Rate Study and show sufficient rates that the rating agencies and bond investors are going to be willing to invest in.

Commissioner Herzberg asked if the Commission was willing to, by passing resolution #1, put the City's bond rating in jeopardy by lowering the rates and sacrificing all of that for a time period of 3-4 months when a Rate Study would be completed.

Commissioner Herzberg asked if the Commission were to pass resolution #2 and add in some sort of a fund, from the General Fund, to provide relief to those residents who need it. Mrs. Vose stated that is a possibility and it could be done in November or December which are very difficult months for most people. She stated whereas now the reduction will not show on the resident's bill until January, 2013.

Mrs. Vose stated the Commission could determine that pending the Rate Study it would be equitable to give \$25 each month to the residents on the sewer system as part of an economic development issue to encourage the people to be in favor of the wastewater plant which would be a safer alternative.

Motion by Commissioner Denizac, seconded by Vice Mayor to adopt Resolution No. 2012-35 with changes from \$20 to \$25 in all areas applicable and eliminate the words "low income" on line #3 which is addressed under the hardship clause.

City of Deltona, Florida
 Special Meeting
 October 24, 2012
 Page 8 of 9

The public hearing was opened.

- a) Tom Wells, 1728 Sterling Silver Blvd., stated he heard some great ideas, he understands what the Commission is trying to do, the Commission needed to provide staff with clear guidance and the residents demanded action.
- b) Tom Premo, 1098 Pearl Tree Rd., stated citizens are in favor of growth, staff's job is to present ideas and ways to move forward as a City, Commissioners should be fighting for what the citizens want, nobody wants the high sewer rates and there is a misrepresentation when taxes and rates go up that citizens are not in favor of.
- c) Jennifer Houdeshell, 2967 Elkcarn Blvd., stated it would have helped to have the resolutions that were discussed in print or displayed, she thought there were going to be options presented not resolutions, unjustly over charged sewer bills, conflicting information presented and residents needing help.

The public hearing was closed.

Mayor Masiarczyk read the title of Resolution No. 2012-35 for the record.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, PROVIDING FOR AN AMENDMENT TO RESOLUTIONS NO. 2008-56 AND 2012-34 BY LOWERING RESIDENTIAL SEWER BASE CHARGE; DIRECTING STAFF TO BRING BACK SPECIFIC RECOMMENDATIONS AS TO A HARDSHIP FUND THAT WILL ASSIST CUSTOMERS WHO OTHERWISE WOULD NOT BE ABLE TO PAY THEIR WATER AND SEWER RATES; INSTRUCTING STAFF TO ARRANGE FOR A RATE STUDY AS NEEDED FOR THE SWAPTION AND TO INCLUDE AN ANALYSIS OF A RATE STRUCTURE TO ALLIEVIATE HARDSHIPS IMPOSED BY THE WATER AND/OR SEWER RATES, PARTICULARLY ON CUSTOMERS WHO USE MINIMAL WATER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion passed with members voting as follows:

Commissioner Carmolingo	For
Commissioner Denizac	For
Commissioner Herzberg	Against
Commissioner Lowry	For
Commissioner Zischkau	For
Vice Mayor Treusch	For
Mayor Masiarczyk	For

City of Deltona, Florida
Special Meeting
October 24, 2012
Page 9 of 9

Mayor Masiarczyk apologized for being rude, but staff did not deserve the comments that were made as it was unfair.

4. ADJOURNMENT:

There being no further business the meeting adjourned at 10:34 p.m.

John Masiarczyk Sr., MAYOR

ATTEST:

Joyce Kent, CMC, CITY CLERK

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, NOVEMBER 5, 2012**

A Regular Meeting of the Deltona City Commission was held on Monday, November 5, 2012 at the City Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

1. CALL TO ORDER:

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

2. ROLL CALL:

Mayor	John Masiarczyk	Present
Vice Mayor	Paul Treusch	Present
Commissioner	Michael Carmolingo	Present
Commissioner	Zenaida Denizac	Present
Commissioner	Heidi Herzberg	Present
Commissioner	Fred Lowry	Present
Commissioner	Herb Zischkau	Present
City Manager	Faith G. Miller	Present
City Attorney	Becky Vose	Present
City Clerk	Joyce Kent	Present

Also present: Deputy City Manager Dave Denny; Planning & Development Services Director Chris Bowley; Parks & Recreation Director Steve Moore; Fire Chief Robert Staples; and VCSO Captain Dave Brannon.

3. INVOCATION AND PLEDGE TO THE FLAG:

Mayor Masiarczyk, Sr. presented the Pledge of Allegiance to the Flag and a silent invocation.

4. APPROVAL OF MINUTES & AGENDA:

A. Minutes:

1. Regular City Commission Meeting – October 15, 2012.
2. Special City Commission Meeting – October 23, 2012.

Motion by Commissioner Carmolingo, seconded by Commissioner Denizac to adopt the minutes of the Regular City Commission Meeting of October 15, 2012 and Special City Commission Meeting of October 23, 2012 as presented.

Motion carried with members voting as follows: Commissioner Carmolingo, For; Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.

B. Additions or Deletions to Agenda: None

1
 2 **5. PRESENTATIONS/AWARDS/REPORTS:**
 3

4 **A. Presentation – Super Star Student of the Month Certificates for October 2012.**
 5

6 Mayor Masiarczyk and the Commissioners presented Super Star Students of the Month for
 7 October 2012 to: Deltona Lakes Elementary, Jenny Tejada, 4th Grade; Discovery Elementary,
 8 Carter DeCuir, 4th Grade; Enterprise Elementary, Melanie Nazario, 4th Grade; Friendship
 9 Elementary, Morasha Saavedra, 4th Grade; Pride Elementary, Antonio (AJ) Lopez, 5th Grade;
 10 Spirit Elementary, Deijalis Cordero, 3rd Grade; Sunrise Elementary, Sabian Sierra, 5th Grade;
 11 Timbercrest Elementary, Aubrey Haswell, 3rd Grade; Deltona Middle, Adam Babbit, 8th Grade;
 12 Galaxy Middle, Courtney Frederick, 7th Grade; Heritage Middle Angelique Ramirez, 7th Grade;
 13 Deltona High, Emily Estry, 12th Grade; and Pine Ridge High, Rodnesha Davis, 12th Grade.
 14

15 **B. Presentation – Brief update and introduction of new President and CEO of Team**
 16 **Volusia Economic Development Corporation Keith Norden.**
 17

18 Councilwoman Northey recognized Kerry Symolon the Interim President and CEO of Team Volusia
 19 and Rick Karl Director Aviation and Economic Resources Department, before introducing the new
 20 President and CEO of Team Volusia Economic Development Corporation, Keith Norden.
 21

22 Mr. Norden stated he looks forward to working with the City Commission, City Manager and staff in
 23 the upcoming years. He gave a brief presentation which included his background, his experiences,
 24 the great amount of collaboration and possible opportunities in Volusia County, his efforts to bring up
 25 the level of awareness of Volusia County and a work program targeted to bringing economic
 26 development to Volusia County. He thanked Vice Mayor Treusch for his participation on the Board
 27 and the City's continued support.
 28

29 **C. Presentation – Quarterly Board Reports of City Advisory Boards/Committees.**
 30

- 31 • **Economic Development Board and Sub-Committees – Presented by Robert**
 32 **Desmond.**
 33

34 Mr. Cerrato gave a brief presentation which included the names of the new members to the
 35 Board's Sub-Committees, updates of the four advisory goals tasked to the Board, the opening of
 36 new businesses and the research the Board and its Sub-Committees are working on.
 37

- 38 • **Planning and Zoning Board – Presented by Tom Burbank.**
 39

40 The Quarterly Board Report for the Planning and Zoning Board was provided in a written report
 41 and accepted by the City Commission.
 42

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

- 45 a) Councilwoman Northey, Volusia County Council, spoke regarding Volusia County turning over
 46 the EVAC building at Dewey O. Boster Sports Complex and she recognized and thanked
 47 Commissioner Zischkau, Commissioner Carmolingo and Vice Mayor Truesch for their

1 dedication and service to the City of Deltona.

2
 3 b) Fire Chief Staples, 1685 Providence Blvd., stated the Fire Department will be a collection site for
 4 donations of clothing, household items and nonperishable food items for victims of Hurricane
 5 Sandy. The Fire Department is working with a local pastor, Pastor Alvarez, who has arranged for
 6 trucks to pick-up the items once a week which will be transported to the victims.

7
 8 c) Michael Williams, 2889 Cottageville St., recognized the outgoing City Commissioners and
 9 thanked them for their tireless efforts and support of the Martin Luther King Celebration. He
 10 thanked Mayor Masiarczyk for starting the process of naming November 5, 2012 as Tara Jacobs
 11 Brown Day. He stated despite the fact that the City cannot at this time take over the annual Martin
 12 Luther King breakfast celebration in 2013 the event will still be held.

13
 14 **7. CONSENT AGENDA**

15
 16 Mayor Masiarczyk requested to pull Consent Agenda Item 7-B for discussion.

17
 18 **Motion by Commissioner Carmolingo, seconded by Commissioner Herzberg to approve**
 19 **Consent Agenda Item 7-A as presented.**

20
 21 **Motion carried with members voting as follows: Commissioner Carmolingo, For;**
 22 **Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For;**
 23 **Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.**

24
 25 ***A. Request for approval of Open Burning Multilateral Operating Agreement with the**
 26 **Florida Department of Agriculture and Consumer Services (FDACS) through the Florida**
 27 **Forest Service (FFS).**

28
 29 **Approved by Consent Agenda - to approve the Open Burning Multilateral Operating**
 30 **Agreement with the Florida Department of Agriculture and Consumer Services (FDACS)**
 31 **through the Florida Forest Service (FFS) as presented.**

32
 33 **B. Resolution No. 2012-36, Encouraging the Legislature of the State of Florida to enact**
 34 **legislation prohibiting the operation of a motor vehicle while manually typing or entering**
 35 **multiple letters, numbers, symbols, or other text in a wireless communication device, or sending**
 36 **or reading data in the device, for the purpose of non-voice interpersonal communication.**

37
 38 Mayor Masiarczyk stated he agreed with the resolution, there are only 11 States in the country that
 39 do not ban texting while driving, he encouraged the approval of the resolution and to send the
 40 strongest message the City can to the Legislature.

41
 42 Commissioner Denizac agreed, this is to protect everyone on the road and she suggested people
 43 pull off the road to text if there is something urgent that they need to respond to.

44
 45 **Motion by Vice Mayor Treusch, seconded by Commissioner Zischkau to adopt Resolution**
 46 **No. 2012-36, using the Florida Legislature to pass, and Governor Rick Scott to sign into law**
 47 **the Florida Ban on Texting and Driving.**

1
 2 **Motion carried with members voting as follows: Commissioner Carmolingo, For;**
 3 **Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For;**
 4 **Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.**

5
 6 **8. ORDINANCES AND PUBLIC HEARINGS:**

7
 8 **A. Public Hearing – Ordinance No. 17-2012, Pertaining to the Comprehensive Plan by**
 9 **repealing the Existing Thoroughfare Roadway System 2025 Map and Replacing such map with**
 10 **a new Thoroughfare Roadway System 2025 Map, for first reading.**

11
 12 Planning and Development Assistant Director Ron Paradise stated there is a Citizens Courtesy
 13 Information List for those citizens who want to be notified of future actions with regards to the
 14 Comprehensive Plan. He stated this is a proposed change to the map series of the City's
 15 Comprehensive Plan which deals with the thoroughfare map and what is being requested is the
 16 existing thoroughfare map be repealed and replaced with a new and updated thoroughfare map. The
 17 City's thoroughfare map is important with regard to Capital Improvement Planning related to
 18 transportation initiatives and it is updated to reflect the accurate status of City roads that include
 19 principle, minor arterials and collectors. The thoroughfare designation is also used for
 20 implementation of the City's sign regulations and landscaping requirements. He stated both City staff
 21 and the Planning and Zoning Board recommend that the City Commission transmit the amendment to
 22 the Florida Department of Economic Opportunity.

23
 24 Commissioner Zischkau asked if there was anything in the agenda item which shows which arterials
 25 or collectors were being changed and Mr. Paradise replied there are three (3) tables as well as maps.
 26 He stated the first table is what is being proposed, the second table is what currently exists and the
 27 third table shows what was originally part of the City's 1999 Comprehensive Plan.

28
 29 Commissioner Zischkau asked if all the minor arterials were being changed to major arterials and Mr.
 30 Paradise replied "no sir".

31
 32 Commissioner Zischkau asked if the changes would cause people to have gang mailboxes on some of
 33 the City's arterial roads and Mr. Paradise replied he did not know how mailboxes would be affected
 34 but, he would research that issue before second reading of the Ordinance.

35
 36 Commissioner Zischkau asked if the reclassification by upgrading each of the classes would help the
 37 City in trying to get the Department of Transportation's (DOT) attention to pitch in and get connector
 38 roads that are State roads through the City and Mr. Paradise replied many of the roads that are
 39 proposed for reclassification do appear on the Federal Functional Highway Classification List.

40
 41 Commissioner Zischkau asked Mr. Paradise to research whether or not the new revised, corrected
 42 thoroughfare map would help or hurt the efforts of the next Commission if they wanted to get DOT to
 43 take on responsibility for the newly widened Howland Blvd. or for four laning Doyle Road to help
 44 with economic development on S.R. 415.

45
 46 Commissioner Carmolingo asked if there was any negative affect to the residents if the map was
 47 approved and Mr. Paradise replied he believes it does not hurt anyone at this juncture but, with

1 regards to the gang mailbox issue, this could turn into an inconvenience in the future.

2
 3 Commissioner Denizac asked if there was anything that staff would consider controversial or if there
 4 was anything that had not been highlighted in the agenda packet or that the Commission should be
 5 warned about and Mr. Paradise replied the proposed amendment goes a long way to mitigating future
 6 problems with regards to implementation of some of the City's land development regulations.

7
 8 Mayor Masiarczyk opened and closed the public hearing.

9
 10 **Motion by Commissioner Zischkau, seconded by Commissioner Herzberg to approve**
 11 **Ordinance No. 17-2012 at first reading to amend the City of Deltona's 2025 Thoroughfare Map**
 12 **and to transmit Ordinance No. 17-2012 to the Florida Department of Economic Opportunity.**

13
 14 Ms. Vose read Ordinance No. 17-2012 by title.

15
 16 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, PERTAINING TO THE**
 17 **COMPREHENSIVE PLAN BY REPEALING THE EXISTING THOROUGHFARE**
 18 **ROADWAY SYSTEM 2025 MAP AND REPLACING SUCH MAP WITH A NEW**
 19 **THOROUGHFARE ROADWAY SYSTEM 2025 MAP; PROVIDING FOR**
 20 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

21
 22 **Motion carried with members voting as follows: Commissioner Carmolingo, For;**
 23 **Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For;**
 24 **Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.**

25
 26 Ordinance No. 17-2012 was adopted at first reading at 7:32 p.m.

27
 28 **B. Ordinance No. 21-2012, Providing for a Small Scale Comprehensive Plan Amendment**
 29 **and Future Land Use Amendment for parcels located near the intersection of Providence and**
 30 **Elkcam Blvds., for first reading (CP12-003).**

31
 32 Planning and Development Assistant Director Ron Paradise stated there are two (2) Citizen Courtesy
 33 Information Lists for those citizens who want to be notified of future actions with regards to the
 34 Small Scale Comprehensive Plan Amendments and Future Land Use Amendments for both Items 8-
 35 B and Item 8-C. Mr. Paradise stated he would like to give one presentation for both amendments but,
 36 he reminded the Commission that they would need to vote on each amendment separately. Mr.
 37 Paradise stated these are two (2) administrative Small Scale Map Amendments, each are about 10
 38 acres in size, both are located along the Providence Blvd. road corridor with one located around the
 39 intersection of Providence and Elkcam Blvds. and the other located around the intersection of Ft.
 40 Smith and Providence Blvds. The proposal is to change the area on the Future Land Use Map from
 41 Low Density Residential to a land use category known as Office, Retail and Service (ORS) which is a
 42 relatively new addition to the City's land use nomenclature and this is the first time that the ORS has
 43 been proposed to be applied to the City's Future Land Use Map. The ORS allows for nonresidential
 44 types of uses at lower intensities than the commercial land use category would. He stated it is not the
 45 intent of the City to rezone anyone's property; this is not a rezoning change but, a policy decision by
 46 the City that says this area is appropriate between now and the Year 2025 for nonresidential
 47 development and in addition the City will not be purchasing any lands within this area for economic

1 development through eminent domain or any other mechanisms. An acquisition and rezoning will be
2 the responsibility of a private developer to initiate and the City will be able to evaluate each rezoning
3 and land development request on its own merits. The Planning and Zoning Board heard the
4 amendments on October 17th and recommended unanimously that the City Commission “not”
5 approve the land use designations. However, staff “does” recommend the City adopt the land use
6 changes because they comport to the City’s directive to expand existing commercial nodes and the
7 land use map amendment areas are associated with existing commercial areas which are thought to be
8 a logical expansion of nonresidential entitlements. The amendments will resolve a tax base
9 expansion or diversification for the City and provide much needed employment opportunities.

10
11 Commissioner Zischkau asked if this is what former City Planner Bob Nix did at Saxon Blvd.
12 between East Normandy Blvd., North Normandy Blvd. and I-4. Mr. Paradise replied the difference is
13 the Saxon Blvd. corridor from Finland Drive to North Normandy Blvd. is not plumbed with full
14 utilities and this segment is. He stated the ORS designation is less dense and is created to facilitate
15 these transitions from residential into low intensity business uses. This does not involve a rezoning
16 where much of the area along the Saxon Blvd. corridor was rezoned administratively to both OR and
17 C-2 designations which are very intensive commercial land use categories.

18
19 Commissioner Zischkau asked if the proposed ORS area on Elkcarn Blvd. and the proposed ORS
20 area on Ft. Smith Blvd. were included in the current 85% capacity of the Fisher Plant and Mr.
21 Paradise replied no but, they are pretty comparable to residential uses in the area. Mr. Paradise stated
22 if there is not capacity available for sewage the City is not going to issue a building permit and not
23 going to do a rezoning of the properties until the capacity becomes available. The total water use is
24 16,000 gallons per day for both ORS areas which would be transmitted to the Fisher Plant.

25
26 Ms. Miller reminded the Commission that at a workshop it was the Commission’s direction to expand
27 commercial opportunities and the commercial nodes throughout the City which is why this item was
28 brought forward to the Commission.

29
30 Commissioner Denizac agreed with Ms. Miller, however, she asked for clarification as to why the
31 entire Planning and Zoning Board unanimously voted against these two items. Mr. Paradise replied
32 the Board thought that the nonresidential use proposed was too intense for the neighborhood and was
33 not compatible with the residential character of the surrounding area.

34
35 Commissioner Herzberg asked when this was presented the first time what was the land use
36 designation and Mr. Paradise replied it was suggested to change the land use designation to
37 commercial not ORS, but based on the feedback staff received it was best to go with something that
38 would still facilitate some sort of business opportunity along this corridor that was more respectful of
39 the residential character.

40
41 Mayor Masiarczyk stated he believes in what the Commission was trying to do, this needs to be done,
42 but he felt that a poor job was done providing an opportunity for the residents to express their
43 concerns. The people affected by this are deeply concerned their quality of life will be affected by
44 this. He stated because of the outpouring of concern and responses from the residents in the area he
45 will not support the ordinances and he would like to have an open meeting with the public regarding
46 the designation changes after the holidays.

47

1 Commissioner Herzberg disagreed with Mayor Masiarczyk. She stated she understands the concerns
 2 of the residents and the Commission, but if these Ordinances are not passed then the Commission
 3 needs to strongly look at other areas for commercial development. Vice Mayor Treusch agreed, the
 4 Commission needed to look at the future of the City because the City cannot sustain without
 5 commercial activity.

6
 7 Mayor Masiarczyk opened the public hearing.

8
 9 a) Nancy Kennedy, 1886 Del Rio Ct., spoke against Ordinance Nos. 21-2012 and 22-2012.

10
 11 b) Timothy Kennedy, 1886 Del Rio Ct., spoke against Ordinance Nos. 21-2012 and 22-2012 and he
 12 submitted a petition signed by residents in the area who are also against the two (2) proposed
 13 Ordinances.

14
 15 c) Ruth Snyder, 1734 Bavon Dr., spoke against Ordinance Nos. 21-2012 and 22-2012.

16
 17 d) Diana Hartlins, 1606 Ft. Smith Blvd., spoke in favor of Ordinance No. 22-2012.

18
 19 e) Bill Bird, 1541 Gainesville Dr., spoke against Ordinance No. 22-2012.

20
 21 Mayor Masiarczyk closed the public hearing.

22
 23 **Motion by Commissioner Denizac, seconded by Commissioner Lowry to table Agenda Items**
 24 **8-B and 8-C for a more in depth discussion regarding the Small Scale Comprehensive Land**
 25 **Use Amendment.**

26
 27 **Motion carried with members voting as follows:**

28		
29	Commissioner Carmolingo	Against
30	Commissioner Denizac	For
31	Commissioner Herzberg	For
32	Commissioner Lowry	For
33	Commissioner Zischkau	For
34	Vice Mayor Treusch	For
35	Mayor Masiarczyk	For
36		

37 Ordinance No. 21-2012 was tabled at first reading at 8:29 p.m.

38
 39 **C. Public Hearing - Ordinance No. 22-2012, Providing for a Small Scale Comprehensive**
 40 **Plan Amendment and Future Land Use Amendment for parcels located near the intersection of**
 41 **Providence and Fort Smith Boulevards, for first reading.**

42
 43 **Motion by Commissioner Denizac, seconded by Commissioner Lowry to table Agenda Items**
 44 **8-B and 8-C for a more in depth discussion regarding the Small Scale Comprehensive Land**
 45 **Use Amendment.**

46
 47 **Motion carried with members voting as follows:**

1		
2	Commissioner Carmolingo	Against
3	Commissioner Denizac	For
4	Commissioner Herzberg	For
5	Commissioner Lowry	For
6	Commissioner Zischkau	For
7	Vice Mayor Treusch	For
8	Mayor Masiarczyk	For
9		

10 Ordinance No. 22-2012 was tabled at first reading at 8:29 p.m.

11
 12 Mayor Masiarczyk called a recess at 8:31 p.m. and reconvened at 8:40 p.m.

13
 14 **9. OLD BUSINESS:**

15
 16 **A. Resolution No. 2012-37, Replacing Resolution No. 2012-35, but reaffirming the**
 17 **reduction in the base rate for residential sewage service by \$25 per customer of the City of**
 18 **Deltona Water and Sewer System.**

19
 20 Commissioner Zischkau urged the Commission to include in the resolution a request that staff
 21 investigate why it was that the City got itself into a gamble on Wall Street and ended up holding a
 22 \$10 million IOU to Citibank.

23
 24 **Motion by Commissioner Herzberg, seconded by Vice Mayor Treusch to adopt Resolution No.**
 25 **2012-37, replacing Resolution No. 2012-35, but reaffirming the reduction in the base rate for**
 26 **residential sewage service by \$25 per customer of the City of Deltona Water and Sewer System.**

27
 28 Commissioner Denizac stated she does not feel the Commission should move forward until it
 29 receives the Rate Study.

30
 31 Mayor Masiarczyk asked if the request for services can include the history of the City's water and
 32 sewer system rates.

33
 34 **Motion carried with members voting as follows:**

35		
36	Commissioner Carmolingo	Against
37	Commissioner Denizac	For
38	Commissioner Herzberg	For
39	Commissioner Lowry	For
40	Commissioner Zischkau	Against
41	Vice Mayor Treusch	For
42	Mayor Masiarczyk	For
43		

44 **10. NEW BUSINESS:**

45
 46 **A. Discussion Re: Chapter 102, Potential Sign Ordinance Amendment (Requested by**
 47 **Commissioner Denizac).**

1
2 Planning and Development Services Director Chris Bowley gave a brief history of the sign
3 Ordinance and the request which is before them regarding the Burger King sign located on Elkcam
4 Blvd.

5
6 Commissioner Denizac spoke about the City's own signs having different display times, the
7 Burger King sign not being a distraction and she would like to accommodate Mr. Larry Kent's
8 request.

9
10 Commissioner Herzberg suggested having different ambient light for daytime and night time. Mr.
11 Bowley stated the company that sells a lot of these electronic signs recommends 4 to 7 second
12 intervals and to differentiate between daytime and night time a sign could be 100% animated
13 during the day and at night have something static.

14
15 Mayor Masiarczyk stated he would like to make the Burger King sign comply with the City's
16 Ordinance.

17
18 Commissioner Zischkau asked what bulbs are used to generate the light on the City's signs and
19 Mr. Bowley replied LED. Commissioner Zischkau suggested an engineering study to show how
20 to protect residents from the night time ambient light.

21
22 Commissioner Lowry asked if there were any legal ramifications to eliminating Sections 102(3)(c)
23 and (d) and Mrs. Vose replied no.

24
25 Vice Mayor Treusch suggested discussing the item at a workshop.

26
27 Commissioner Herzberg stated she is concerned about having no regulations for these types of
28 signs and she disagrees with taking out Sections 102(3)(c) and (d).

29
30 Commissioner Carmolingo called the question on the motion.

31
32 Mr. Larry Kent stated his sign was not noncompliant on purpose; the sign's light goes down in
33 intensity at night automatically when the sun goes down, the sign's only animation is the text and
34 he explained the cost of having the sign.

35
36 **Motion by Commissioner Carmolingo, seconded by Commissioner Zischkau to direct staff to**
37 **amend the Sign Code, Chapter 102, and Chapter 70-30, Definitions, of the Code of**
38 **Ordinances, to provide for amendments to Changeable Copy Signs and associated support**
39 **definitions.**

40
41 Mrs. Vose suggested an amended motion to put a moratorium on the existing Sections 102(3)(c)
42 and (d).

43
44 **Amended motion by Commissioner Lowry, seconded by Commissioner Denizac to put a**
45 **moratorium on the existing Sections 102-102(3)(c) and (d).**

46
47 **Amended motion carried with members voting as follows: Commissioner Carmolingo, For;**

1 **Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For;**
 2 **Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.**

3
 4 **Original motion carried with members voting as follows: Commissioner Carmolingo, For;**
 5 **Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For;**
 6 **Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.**

7
 8 **B. Request for approval to Piggyback the City of Plant City's RFP No. 12-9466-001 to**
 9 **prepare a Bond Feasibility Report / Rate Study Update with Burton & Associates and**
 10 **approve a transfer of funds to cover the cost of the study.**

11
 12 Ms. Miller stated the proposed project would take approximately 250 man hours and that the cost
 13 is discounted because the City has done work with Burton & Associates in the past.

14
 15 Commissioner Lowry suggested that the Commission be able to sit down and discuss with Burton
 16 & Associates their thoughts before they get started and Mayor Masiarczyk agreed.

17
 18 Commissioner Denizac stated she would like to know how much is needed to fund Deltona Water
 19 and how much more is needed for the construction of the wastewater plant. She suggested that
 20 once the report is done that it be presented to the Commission collectively.

21
 22 Commissioner Zischkau stated the cost to pay off the loss in the Swaption and how high the City
 23 will need to raise the rates to pay off the \$10 million does not have to be paid from water and
 24 sewer rates and can be paid from the General Fund. This is a policy decision and not a question
 25 for Burton & Associates.

26
 27 **Motion by Commissioner Herzberg, seconded by Commissioner Carmolingo to approve**
 28 **piggybacking the City of Plant City's agreement with Burton & Associates for a Bond**
 29 **Feasibility Report/Rate Study Update as well as approve the necessary fund transfer.**

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

32		
33	Commissioner Carmolingo	For
34	Commissioner Denizac	For
35	Commissioner Herzberg	For
36	Commissioner Lowry	For
37	Commissioner Zischkau	Against
38	Vice Mayor Treusch	Against
39	Mayor Masiarczyk	For
40		

41 **11. CITY COMMISSION COMMENTS:**

- 42
 43 a) Commissioner Zischkau thanked the Commission's Administrative Assistant Mitch Honaker for
 44 all the work he does for the Commission.
 45
 46 b) Commissioner Zischkau stated everything he has tried to do over the last five (5) years has grown
 47 out of one principle and that is to protect the citizens of Deltona which is a fairly mixed group as

1 far as their motivations and includes homeowners, businesses and landowners. If the
2 Commission keeps these three (3) groups and any others in mind it will be protected from making
3 mistakes.

4
5 c) Commissioner Zischkau stated the City lacks an investigative arm like the Inspector General that
6 a lot of Federal and State agencies have. He suggested the next time the City has its Charter
7 Review to consider adding that as it would be the eyes and ears of the Commission and is a
8 detached objective with less of a self-interest to protect against things like the Swaption.

9
10 d) Commissioner Zischkau stated one of things he is looking forward to having his term expire is
11 having a chance to communicate with each of the Commissioners again and he will appreciate the
12 opportunity.

13
14 e) Commissioner Zischkau thanked the people of Deltona who sent him out to fight their battles for
15 them and he has given it his best.

16
17 Mayor Masiarczyk recognized Commissioner Zischkau's wife and Commissioner Zischkau
18 thanked her.

19
20 f) Commissioner Herzberg thanked staff who helped her greatly over the past week. She stated staff
21 has no idea just how much she appreciates their time and effort to educate her.

22
23 g) Commissioner Herzberg thanked the outgoing Commissioners, Vice Mayor Treusch,
24 Commissioner Zischkau and Commissioner Carmolingo whom she has learned so much from.
25 She stated she appreciates the way they embraced her as a new Commissioner and they have been
26 role models to her in different ways and she will miss all of them.

27
28 h) Commissioner Herzberg encouraged everyone to vote tomorrow on Election Day.

29
30 i) Commissioner Carmolingo thanked the entire staff since 2005 which consisted of three (3) City
31 Managers, at least three (3) City Attorneys and some well qualified members of administration.

32
33 j) Commissioner Carmolingo thanked the Commission's Administrative Assistant Mitch Honaker
34 who has been a great help to him especially when he was sick and he has been a wonderful friend
35 who he will never forget.

36
37 k) Commissioner Carmolingo thanked the Volusia County Sheriff's Office for all that they have
38 done and they have always been there for him.

39
40 l) Commissioner Carmolingo stated he has been through two and a half Commissions and two (2)
41 Mayors who have all been and he hopes they will remain his friends. He stated it is very
42 important in life today that each of us cherish one another and our friendships. He stated both
43 Mayors he has served with have been extremely good to him as a person and a Commissioner.

44
45 m) Commissioner Carmolingo stated most of all he would like to thank the citizens of Deltona who
46 have given him the opportunity to serve them, especially those in District #6. He stated he never
47 "slacked off" and even residents who do not live in his district have called him to get the job

1 done. He thanked everyone for being his friend and all those people who helped him while he
2 was in the hospital as they are quality people he will never forget. He stated he realized
3 sometimes he made mistakes, he is not perfect and he thanked everyone for allowing him to serve
4 them as it has been a pleasure and an honor.
5

6 n) Commissioner Lowry stated like the other Commissioners he hates to see the outgoing
7 Commissioners leave and each one contributing their part has been an encouragement to him.
8

9 o) Commissioner Lowry stated Veterans Day is coming up on Sunday and he stated “remember we
10 are free tonight not because of the politician or the journalist, but because of the soldier.”
11

12 p) Commissioner Denizac stated it has been a pleasure working with Commissioners Carmolingo,
13 Zischkau and Vice Mayor Treusch who have been nice and respectful towards her. She stated
14 sometimes people are quick to criticize, but those people do not have the courage to run for
15 political office perhaps because they have skeletons in their closet. It is very easy to finger point,
16 but when it comes to courage not everyone has the courage to do what the Commission does and
17 for that she thanked all three (3) outgoing Commissioners. She stated at one time Commissioner
18 Carmolingo was the face of the City and she personally thanked him for that. She stated each
19 outgoing Commissioner has brought different styles of leadership, but all styles have been
20 appreciated by her.
21

22 q) Vice Mayor Treusch thanked Ms. Miller, her staff, Captain Brannon and the City Attorney for all
23 they have done. He stated it has been an experience and he has never served with a more
24 professional group of people and he feels this group of people have been outstanding in their
25 integrity and following the laws and deserve everything they have.
26

27 r) Vice Mayor Treusch stated he is going into another retirement that has nothing to do with voting.
28 He reminded everyone to visit a Veteran at any nursing home as they will truly appreciate it.
29

30 s) Mayor Masiarczyk stated he wanted staff to understand that they have a hard job to do and the
31 Commission respects what they do. Staff brings items before the Commission who continually
32 want to take it back to a workshop and he is hoping when the new Commission gets on board that
33 the Commission can get back to the old workshops where there was a lot of interaction with one
34 another. The intent is not to frustrate staff, but it is the feedback the Commission gets from the
35 public and not staff. He stated the Commission could do a better job of letting the public know
36 what they are trying to do or direct it to be done in a different manner.
37

38 t) Mayor Masiarczyk stated to Vice Mayor Treusch that the Veteran’s Museum is looking for
39 someone to fill in for him and Mick and he hoped to see him there more often.
40

41 u) Mayor Masiarczyk stated for quite a while one of the biggest concerns he had was the face of the
42 City and he applauded Commissioner Carmolingo for doing what he did. He stated had
43 Commissioner Carmolingo not been at all the events representing Deltona the City would have
44 really missed out on a lot of things, but they knew they could contact “Michael”. He stated
45 Commissioner Carmolingo has always been a gentleman of conviction, always done his part for
46 his City and he appreciated working with him. He stated Commissioner Zischkau is a tenacious
47 bulldog and an attorney he would hire even though he does not always agree with him. He
48 wished Commissioner Zischkau good luck and thanked both Commissioner Zischkau’s wife and

1 daughter for being present.
2

3 **12. CITY ATTORNEY COMMENTS:**
4

5 Mrs. Vose stated she has thoroughly enjoyed working with all seven (7) Commissioners and she is
6 going to truly miss the three (3) outgoing Commissioners.
7

8 **13. CITY MANAGER COMMENTS:**
9

10 Ms. Miller stated staff will be moving forward with the construction of the Eleventh Avenue road
11 into the new wastewater treatment plant as the Commission awarded the bid and staff will be
12 issuing the notice to proceed this week.
13

14 Ms. Miller stated based on the resolution which was passed tonight regarding the rate relief fund,
15 did the Commission want to give staff any parameters? She stated staff has provided suggestions,
16 but she did not know how soon the Commission wanted to put this in place. Mayor Masiarczyk
17 replied it will be based on the Rate Study as to what is called hardship cases and he suggested
18 putting some ideas together, wait for the Rate Study and then set-up the program and the
19 Commission agreed.
20

21 Ms. Miller stated the City is starting the Community Food Drive and boxes are located at City
22 Hall, Wes Crile Park, the Community Center, Deltona Water, Fire Station #61, Fire Station #65,
23 Harris Saxon and it will be posted to the website. The food will be collected through December
24 14th and staff will work with the local food bank and churches to distribute it within Deltona.
25

26 **14. ADJOURNMENT:**
27

28 There being no further business, the meeting adjourned at 10:31 p.m.
29
30
31

32
33 ATTEST:

John Masiarczyk Sr., MAYOR

34
35 _____
36 Joyce Kent, CMC, CITY CLERK
37

**CITY OF DELTONA, FLORIDA
SPECIAL CITY COMMISSION MEETING
MONDAY, NOVEMBER 12, 2012**

A Special Meeting of the Deltona City Commission was held on Monday, November 12, 2012 in the City of Deltona Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

1. CALL TO ORDER:

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

2. ROLL CALL:

Mayor	John Masiarczyk	Present
Vice Mayor	Paul Treusch	Present
Commissioner	Michael Carmolingo	Absent
Commissioner	Zenaida Denizac	Present
Commissioner	Heidi Herzberg	Present
Commissioner	Fred Lowry	Present
Commissioner	Herb Zischkau	Present
City Manager	Faith G. Miller	Present
City Attorney	Becky Vose	Present
City Clerk	Joyce Kent	Present

Also present were: Planning & Development Director Chris Bowley; Deputy City Manager Dave Denny; Parks and Recreation Director Steve Moore; Fire Chief Robert Staples; and Public Works Director Glenn Whitcomb.

Mayor Masiarczyk thanked everyone for coming and introduced Volusia County Sheriff Ben Johnson, State Representative District 27 David Santiago, Supervisor of Elections Ann McFall, and Former Elected City Officials.

3. SILENT INVOCATION AND PLEDGE TO THE FLAG:

Mayor Masiarczyk led the audience in the silent invocation and the Pledge of Allegiance to the Flag.

A. Nicole Bass – God Bless America.

Mayor Masiarczyk introduced Nicole Bass who sang God Bless America.

Commissioner Zischkau asked if he could hand over his mail to Commissioner Elect Webster Barnaby before he is officially sworn into office and Mayor Masiarczyk agreed.

4. BUSINESS:

A. Resolution No. 2012-38, ratifying results of the Deltona General Election held on November 6, 2012.

Motion by Vice Mayor Treusch, seconded by Commissioner Herzberg to adopt Resolution No. 2012-38 as presented to ratify the results of the City's General Election held on November 6, 2012.

Motion carried with members voting as follows: Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.

5. CEREMONIAL MATTERS:

A. Recognition of outgoing Commissioners.

Mayor Masiarczyk recognized and thanked Commissioner Zischkau and Vice Mayor Treusch for their years of service to the City of Deltona and presented each of them with a plaque. Commissioner Carmolingo was unable to attend, however, Mayor Masiarczyk publicly recognized Commissioner Carmolingo for his many contributions to residents, the City of Deltona and to Volusia County.

B. Swearing in of newly elected City Commissioners:

Volusia County Supervisor of Elections Ann McFall administered the Oath of Office to each of the following newly elected City Commissioners:

- District 2 – Webster Barnaby
- District 4 – Nancy Schleicher
- District 6 – Chris Nabicht

C. Selection of Vice Mayor.

Mayor Masiarczyk thanked Supervisor of Elections Ann McFall. He stated there is one task this evening which is to elect a Vice Mayor and he asked for a nomination.

Motion by Commissioner Lowry, seconded by Commissioner Nabicht to select Zenaida Denizac as Vice Mayor for the coming year.

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

Mayor Masiarczyk announced that there is a mandatory Executive Session which is not open to the public on Thursday, November 15, 2012 at 4:30 p.m., regarding the Manji lawsuit.

D. The Harmony Girls – National Anthem.

Mayor Masiarczyk introduced The Harmony Girls who sang the National Anthem.

Mayor Masiarczyk asked all the Veterans in the audience to stand and be recognized in honor of Veteran's Day.

6. ADJOURNMENT:
(Public Reception immediately following conclusion of meeting.)

There being no further business, the meeting adjourned at 6:50 p.m.

Approved this 19th day of November, 2012.

John C. Masiarczyk, Jr., MAYOR

ATTEST:

Joyce Kent, CMC, CITY CLERK



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for approval of the renewal of the Bright House Wide Area Network and Internet contract for a period of 36 months and a budgeted annual cost of \$135,264 to support and provide network connectivity to 16 City locations.

LOCATION:

City-wide

BACKGROUND:

The City provides necessary network infrastructure to 16 City locations that gives them access to City resources, internet connectivity, and allows City staff a presence at those sites for security and infrastructure support. We are renewing the contract for our network services to those sites with our original vendor of choice Bright House. They are the only vendor capable of providing “Metro Ethernet” circuits and necessary redundancy for the City of Deltona.

Highlights:

1. Drops our monthly rate from \$13,639.00 to \$11,353.00 a reduction of 17% or \$2,286.00 per month.
2. Deal is for 3 years (36 months) and shows a savings of 17% per year over the previous rates providing for a total savings of \$82,296.00 over the life of the new contract.
3. The biggest advantage of this new contract is we have reduced the overall cost of operations while effectively doubling our overall network capacity and increasing Deltona Waters’ data backbone from 10MB to 100MB.
4. Combine this new contract with the new PRI contract recently put in effect and the City is effectively saving over 80K per year in communications costs.
5. Changing PRI providers saved approximately 6K per a month. Add in the \$2,286 dollar network savings and we are saving over \$8,286 per month or \$99,432 a year.

ORIGINATING DEPARTMENT:

Information Technology Division

SOURCE OF FUNDS:

General Fund

COST:

\$135,268

REVIEWED BY:

Deputy City Manager, Finance Director, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Steve Narvaez, IT Manager - Recommendation is being made to renew with Brighthouse Business Solutions Group for continuing services to all listed City Facilities at an annual cost of \$135,268 for a period of three years upon appropriation of funds for each fiscal year.

POTENTIAL MOTION:

"I move to approve renewing with Brighthouse Business Solutions Group for continuing services to all listed City Facilities for the current fiscal year at cost of \$135,268 and continuing for two additional years upon appropriation of funds for each additional fiscal year."

AGENDA ITEM APPROVED BY:

Faith G. Miller, City Manager

ATTACHMENTS:

- BrightHouse Renewal Contract

BRIGHTHOUSE RENEWAL PROPOSAL FOR OUR METRO-E MAN
(OUR NETWORK BETWEEN ALL CITY SITES)

Team I am pleased to present the culmination of IT's renewal negotiations with Brighthouse Business Solutions group for continuing services to all listed City facilities.

HIGHLIGHTS:

1. Drops our monthly rate from \$ 13,639.00 to \$ 11,353.00 a reduction of 17% or \$ 2,286.00 per month.
2. Deal is for 3 years (36 months) and shows a savings of 17% per year over the previous rates providing for a total savings of \$ 82,296.00 over the life of the new contract.
3. The biggest advantage of this new contract is we have reduced the overall cost of operations while effectively doubling our overall network capacity and increasing Deltona Water's data backbone from 10 meg to 100 meg.
4. Combine this new contract with the new PRI contract recently put in effect and the City is effectively saving over 80 K per year on communication costs.
5. Changing PRI providers saved approximately 6 K per month. Add in the \$ 2,286 dollar network savings and we are saving over \$ 8,286 per month or \$ 99,432 a year.

DA #	Service Location name	Service Location: Address	Service	Current MRR	Proposed BW	Proposed Pricing
City of Deltona Location Detail						
CFL200212-001	City Hall	2345 Providence Blvd	100 Mbps Metro-e	\$1,397.00	200	\$ 1,360.00
			100 Mbps Metro-e (redundant)	\$713.00	200	\$ 1,360.00
			20 Mbps Internet	\$1,888.00	20	\$ 1,100.00
CFL200212-002	Fire Station 61	1685 Providence Blvd	10 Mbps Metro-e	\$719.00	10	\$ 536.00
CFL200212-003	Fire Station 62	320 Diamond Street	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-004	Fire Station 63	2147 Howland Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-005	Fire Station 64	236 Fort Smith Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-006	Public Works	201 Howland Blvd	10 Mbps Metro-e	\$719.00	10	\$ 536.00
CFL200212-007	Deltona Water	255 Enterprise Road	10 Mbps Metro-e	\$719.00	100	\$ 1,125.00
CFL200212-008	Water Treatment	401 Fisher Drive	10 Mbps Metro-e	\$719.00	10	\$ 536.00
CFL200212-009	Wes Crile Park	1537 Norbert Ter	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-010	Sports Complex	1200 Saxon Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-011	Skate Park	301 Coutland Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-012	HM Saxon Community Center	2329 California Street	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-013	Deltona Community Center	980 Lakeshore Drive	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-014	Deltona Festival Park	191 Howland Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-015	Fire Station Logistics	1362 Lombardy Drive	5 Mbps Metro-e	\$615.00	5	\$ 429.00
CFL200212-016	Fire Station 65	2983 Howland Blvd	5 Mbps Metro-e	\$615.00	5	\$ 429.00
				Total	Total	\$ 11,272.00
					Reduction	17.4%
					Annual Savings	\$ 28,404.00
					Contract Term Savings	\$ 85,212.00

*Pricing is based on a 3 Year Term Renewal

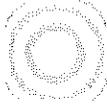


CITY OF DELTONA

2345 PROVIDENCE BLVD
DELTONA FL 32725

Order ID:

Date:

BRIGHT HOUSE NETWORKS
business solutions

BILLING INFORMATION

Business Name CITY OF DELTONA		Master Account Number 3088951001	Customer Purchase Order Number	
Contact	Phone	Ext.	Alternate	
Billing Address 2345 PROVIDENCE BLVD	Suite	City DELTONA	State FL	Zip 32725
Account Executive JOANN HARRIS	Phone (407) 215-8458	Ext.	Alternate (407) 215-8458	
Federal Tax ID 593348668	Tax Exempt Certificate 85-8012678483C-0	Tax Exempt Status <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other		

LOCATION INFORMATION

SA ID	Service Address	Rate Center	Hub/Node	Main BTN
1	2345 PROVIDENCE BLVD DELTONA, FL. 32725	ORANGECITY		
2	1685 PROVIDENCE BLVD , DELTONA FL 32725	ORANGECITY		
3	320 DIAMOND STREET , DELTONA FL 32725	ORANGECITY		
4	2147 HOWLAND BLVD , DELTONA FL 32738	ORANGECITY		
5	236 FORT SMITH BLVD , DELTONA FL 32738	ORANGECITY		
6	201 HOWLAND BLVD, DELTONA, FL. 32725	ORANGECITY		
7	255 ENTERPRISE ROAD, DELTONA FL 32725	ORANGECITY		
8	401 FISHER DRIVE , DELTONA FL 32725	ORANGECITY		
9	1537 NORBERT TERRACE DELTONA, FL. 32738	ORANGECITY		
10	1200 SAXON BLVD , ORANGE CITY FL 32763	ORANGECITY		
11	301 COURTLAND BLVD, DELTONA, FL. 32738	ORANGECITY		
12	2329 CALIFORNIA STREET, DELTONA FL 32738	ORANGECITY		
13	980 LAKESHORE DRIVE , DELTONA FL 32737	ORANGECITY		
14	191 HOWLAND BLVD. DELTONA, FL. 32738	ORANGECITY		
15	1362 LOMBARDY DR. DELTONA FL 32725	ORANGECITY		
16	2983 HOWLAND BLVD. DELTONA FL 32725	ORANGECITY		

ORDER INFORMATION

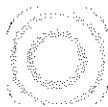
Order Type RENEWAL	Change / Transfer Description	Market
Internet Install Date / Time (Local)	Native Install Date / Time (Local)	Port Install Date / Time (Local)
Current LEC	Porting NO	Partial / Full Port
Account Authorization	LEC BTN	

BRIGHT HOUSE NETWORKS
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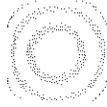


Service Order

Additional Order Comments


SERVICES, FEES, and TERMS

Services Selected	Action	SA ID	Total QTY	One Time Charge (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period
DEDICATED INTERNET ACCESS 20MBPS INTERNET ACCESS	EXISTING	1	1	\$0.00	\$1,100.00	\$1,100.00	36 Month
DEDICATED INTERNET ACCESS 20MBPS INTERNET ACCESS	OLD - REPLACED	1	1	\$0.00	\$1,888.00	\$1,888.00	36 Month
METRO ETHERNET 100MBPS METRO ETHERNET	OLD - REPLACED	1	1	\$0.00	\$713.00	\$713.00	36 Month
METRO ETHERNET 100MBPS METRO ETHERNET	OLD - REPLACED	1	1	\$0.00	\$1,397.00	\$1,397.00	36 Month
METRO ETHERNET 100MBPS METRO ETHERNET	UPGRADE	1	1	\$0.00	\$1,360.00	\$1,360.00	36 Month
METRO ETHERNET 200MBPS METRO ETHERNET	UPGRADE	1	1	\$0.00	\$1,360.00	\$1,360.00	36 Month
DEDICATED INTERNET ACCESS 10MBPS INTERNET ACCESS	OLD - REPLACED	2	1	\$0.00	\$719.00	\$719.00	36 Month
DEDICATED INTERNET ACCESS 10MBPS INTERNET ACCESS	EXISTING	2	1	\$0.00	\$536.00	\$536.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	3	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	3	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	4	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	4	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	5	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	5	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 10MBPS METRO ETHERNET	OLD - REPLACED	6	1	\$0.00	\$719.00	\$719.00	36 Month
METRO ETHERNET 10MBPS METRO ETHERNET	EXISTING	6	1	\$0.00	\$536.00	\$536.00	36 Month
METRO ETHERNET 10MBPS METRO ETHERNET	OLD - REPLACED	7	1	\$0.00	\$719.00	\$719.00	36 Month
METRO ETHERNET 100MBPS METRO ETHERNET	UPGRADE	7	1	\$0.00	\$1,125.00	\$1,125.00	36 Month
METRO ETHERNET 10MBPS METRO ETHERNET	EXISTING	8	1	\$0.00	\$536.00	\$536.00	36 Month
METRO ETHERNET 10MBPS METRO ETHERNET	OLD - REPLACED	8	1	\$0.00	\$719.00	\$719.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	9	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	9	1	\$0.00	\$429.00	\$429.00	36 Month

BRIGHT HOUSE NETWORKS
business solutions


METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	10	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	10	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	11	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	11	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	12	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	12	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	13	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	13	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	14	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	14	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	15	1	\$0.00	\$429.00	\$429.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	15	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	OLD - REPLACED	16	1	\$0.00	\$615.00	\$615.00	36 Month
METRO ETHERNET 5MBPS METRO ETHERNET	EXISTING	16	1	\$0.00	\$429.00	\$429.00	36 Month

BRIGHT HOUSE NETWORKS
business solutions



Total*	36	\$0.00	\$11,272.00
Total Domestic Toll Minutes	0		

*Prices do not include applicable taxes and governmental fees that must be paid by Customer in addition to the specified fees.

The services products, prices and terms identified on this Service Order constitute Bright House Networks Business Solutions' offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Bright House Networks Business Solutions reserves the right to rescind this offer at any time, at its sole discretion. Service Order terms and corresponding monthly billing will commence on actual service installation date.

After expiration of the Term, except where prohibited by law, the Service Period shall renew automatically for successive renewal terms, each for a period of time equal to the original Service Period or such lesser amount as required by law, unless either Party serves the other Party with written notice of such Party's intent not to renew the Service Order at least thirty (30) days prior to expiration of the then current Service Period.

Authorized Signature for Bright House Networks
 Business Solutions

CRAIG COWDEN SVP, NETWORK AND ENTERPRISE SERVICES

Printed Name and Title

Date Signed

Authorized Signature for
 CITY OF DELTONA

Printed Name and Title

Date Signed


Bright House Networks Business Solutions Information

Bright House Networks Business Solutions	Contact:	JOANN HARRIS
	Telephone:	(407) 215-8458
	Facsimile:	(407) 215-8458

Customer Information

Customer Name	Account Number	Federal Tax ID
CITY OF DELTONA	3088951001	593348668

Customer Address	2345 PROVIDENCE BLVD DELTONA FL 32725
------------------	---------------------------------------

Customer Contact	Phone	Ext.	Alternate

Billing Address	Suite	City	State	Zip
2345 PROVIDENCE BLVD		DELTONA	FL	32725

Billing Contact	Phone	Ext.	Alternate

Service Agreement

The terms and conditions of this Services Agreement are available at www.brightbiz.com/legal.aspx, a copy of which has been provided to Customer. Such terms and conditions are incorporated herein by this reference. By executing this Service Agreement where indicated below, Customer acknowledges that (1) Customer accepts and agrees to be bound by all terms of all applicable Service Orders and of this Services Agreement, including Section 21.0 hereof, which provides that the parties desire to resolve disputes relating to this Services Agreement through arbitration, and (2) by agreeing to arbitration, Customer is giving up various rights, including the right to trial by jury.

 Authorized Signature for Bright House
 Networks Business Solutions
 CRAIG COWDEN SVP, NETWORK AND ENTERPRISE SERVICES

 Printed Name and Title

 Date Signed

 Authorized Signature for
 CITY OF DELTONA

 Printed Name and Title

 Date Signed



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - B
SUBJECT: Request for Approval of East Central Florida Sustainable Communities Consortium Memorandum of Understanding (MOU).

LOCATION:

Citywide

BACKGROUND:

The City of Deltona is within the region assigned to the East Central Florida Regional Planning Council (ECFRPC). The ECFRPC was awarded the Sustainable Communities Regional Planning Grant in 2011, as part of the U.S. Department of Housing and Urban Development (HUD), the Department of Transportation (DOT), and the Environmental Protection Agency's (EPA) Sustainable Communities Regional Planning Grant Program that would support a regional collaborative approach amongst partners to create and implement Regional Plans for Sustainable Development.

As part of the grant, 25 public and private organizations within Central Florida are projected to join the 'Consortium'. The City of Deltona would be one of the public organizations to participate in the Consortium as a member to attend partnership meetings and to stay informed with the Consortium's actions. This is an important regional group that includes those members with proposed SunRail stations that will receive funding assistance for their stations, while members without proposed station locations will have no financial obligations. While the City will not be receiving money towards a station, it will also not be obligated to pay into the Consortium.

The membership into the Consortium will strengthen the City's presence as an active regional planning contributor within Central Florida, as well as to strengthen our ability to obtain other grant sources through this partnership without any financial obligation to the City. Because, the grant originates across three major departments within the federal government, HUD, the DOT, and the EPA, in addition to our receipt of HUD grants, we will have the potential for access

to greater resources as they become available by being a part of the Consortium. Further, we will be included in regional planning to assist facilitating our residents to the DeBary SunRail station.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Deputy City Manager, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve the *East Central Florida Sustainable Communities Consortium Memorandum of Understanding* allowing the City of Deltona to become a Consortium participant and allowing the City Manager to sign the *Memorandum of Understanding* with the understanding that there is no financial commitment by the City.

POTENTIAL MOTION:

"I hereby move to approve the *East Central Florida Sustainable Communities Consortium Memorandum of Understanding* allowing the City of Deltona to become a Consortium participant and allowing the City Manager to sign the *Memorandum of Understanding* with the understanding that there is no financial commitment by the City."

AGENDA ITEM APPROVED BY:

Faith G. Miller, City Manager

ATTACHMENTS:

- Memorandum of Understanding

**East Central Florida Sustainable Communities Consortium
Memorandum of Understanding**

This East Central Florida Sustainable Communities Consortium Memorandum of Understanding (“MOU”) is being entered into this ____ day of _____, 2012, by and between the East Central Florida Regional Planning Council (“ECFRPC”), an agency of the State of Florida, whose address is 309 Cranes Roost Boulevard, Suite 2000, Altamonte Springs, Florida 32701 and we, the undersigned.

RECITALS

WHEREAS, In June 2009, the U.S. Departments of Housing and Urban Development (HUD), Transportation, and the Environmental Protection Agency announced the creation of an interagency partnership and Sustainable Communities Regional Planning Grant Program that would support regions that committed to work collaboratively across jurisdictional boundaries to create and implement “Regional Plans for Sustainable Development”;

WHEREAS, the ECFRPC and 25 other public and private organizations, including local governments, metropolitan and transportation planning organizations, and other public, private, and civic organizations, convened to create the East Central Florida Sustainable Communities Consortium (referred to herein as the “Consortium” or “Consortium Participants”);

WHEREAS in 2011, on behalf of the Consortium, the ECFRPC, as lead applicant, submitted an application to HUD and was subsequently awarded a Sustainable Communities Regional Planning Grant (the “Grant”);

WHEREAS, in order to memorialize the terms and conditions of the Grant, the ECFRPC, as lead agency, entered into a Cooperative Agreement with HUD on February 1, 2012 (the “Cooperative Agreement”);

WHEREAS, pursuant to the Cooperative Agreement, and the terms of the Grant, the Consortium Participants are executing this Memorandum of Understanding in order to memorialize their understanding of their respective responsibilities as Consortium Participants.

I. Consortium Participants. This Memorandum of Understanding (“MOU”) is being executed by the members of the East Central Florida Sustainable Communities Consortium, a list of whom is attached hereto and incorporated herein by reference as Appendix 1, East Central Florida Sustainable Communities Consortium Participants.

II. Goal. The Consortium will work together to carry out the activities outlined in the Consortium’s Work Plan, attached hereto and incorporated herein by reference as Appendix 2, Work Plan, as approved by HUD for funding under the Grant.

The Work Plan details how the Consortium will apply the Grant to develop and prepare for implementation of sustainable and inclusive development plans around the future station locations for East Central Florida's SunRail commuter rail system, anticipated to begin service in 2014. The goal of the Work Plan is to produce the following outcomes:

- Adoption of detailed station area plans (or their equivalent) for six of the twelve Phase I SunRail stations (the "Study Focus Stations") identified in the Consortium's Work Plan;
- Assessment of affordable, fair, and equitable housing needs near all 12 Phase I SunRail stations, as well as the development of strategies to encourage the provision of needed affordable housing;
- Alignment with economic and workforce development strategies to ensure the overall station area plans improve access to jobs and incentivize further investment in these communities;
- Alignment with state, regional, and local transportation plans to provide appropriate local transit, bicycle, and pedestrian connections to the SunRail stations;
- Identification by station area specific working groups of potential changes local governments could consider in comprehensive plans and land development regulations to encourage sustainable, compact urban development in places identified in the station area plans;
- Development of specific strategies and development policies that can serve as applicable models to help revitalize minority and/or low-income neighborhoods adjacent to the remaining six Phase 1 stations along the SunRail route; and
- Enhance ability of Consortium Participants to share the lessons learned from this project and extend sustainable and inclusive development practices to other communities in the East Central Florida region.

III. Responsibilities.

A. Consortium Participant responsibilities are as follows:

- To work cooperatively with the ECFRPC and other Consortium Participants to carry out the activities and achieve the outcomes defined in the Work Plan;
- To participate in Consortium meetings and, as appropriate, in meetings of advisory/working groups and other committees established to carry out the Work Plan;
- To work with the ECFRPC in its representative capacity with HUD on behalf of all Consortium Participants; and
- To fulfill specific roles in implementing the Work Plan by providing leadership, staff support, or financial support (in-kind, cash or leverage funding contributions, as appropriate as determined by the affected Consortium Participant). Additionally, those Consortium Participants who will be receiving funding from the Grant through the ECFRPC (the "Sub-Recipients"), a list of whom is included in Appendix 3, Consortium Participants and Commitments, and which is attached hereto and incorporated herein by reference, will be required to enter into a Sub-Recipient Agreement with the ECFRPC which binds the Sub-Recipient to the HUD Grant requirements, and which will detail the program assistance that the Sub-Recipient will provide.

B. ECFRPC responsibilities are as follows:

- ECFRPC will act, in its role as Lead Agency, in the representative capacity with HUD on behalf of all Consortium Participants, and ECFRPC agrees to assume administrative responsibility for ensuring the Consortium's Work Plan is carried out in compliance with HUD requirements and the requirements and conditions of the Cooperative Agreement, including but not limited to, all budgeting, compliance, reporting, and monitoring requirements and compliance with the Federal Funding Accountability and Transparency Act of 2006; provided, however, ECFRPC has no authority to bind the Consortium to any budget or financial commitments or matters that exceed the Work Plan without an affirmative vote of all of the Consortium

Participants. ECFRPC further agrees to provide timely response to reasonable questions and information requests provided by Consortium Participants; and

- To work cooperatively with the Consortium Participants to achieve the goals of the Work Plan.

IV. Organizational Structure and Decision-making. Each Consortium Participant will designate an individual to serve as the primary point of contact on its behalf and to represent it in meetings of the Consortium (the “Designated Representative”). The ECFRPC, as Lead Agency, will maintain a list of all Consortium Participants and their Designated Representatives.

The Designated Representatives or the alternate will meet at least two times a year to receive reports on the progress of the Work Plan and to serve in an advisory capacity for the Grant activities. The Consortium will meet at the office of the East Central Florida Regional Planning Council, unless otherwise notified.

Within the full Consortium, a **Core Consortium** will assume the principal responsibility for carrying out the Work Plan. This Core Consortium will function as an overall steering committee and will work as a group to review the overall progress of the Work Plan and to identify and resolve key issues. The Core Consortium will provide general guidance for use in the station area plans as appropriate, review station area plans and products, address crosscutting issues among the Study Focus Station area plans, and review station area and other working group products to bring recommendations to the full Consortium on how to advance sustainable communities practices across the region. The foregoing notwithstanding, it is understood and acknowledged by the parties hereto that each Sub-Recipient shall have the ultimate decision-making authority for the Study Focus Station within their jurisdiction. The Core Consortium will include a Designated Representative from each of the following organizations:

- East Central Florida Regional Planning Council;
- The City of DeBary, as the lead local government for the DeBary Station Area Plan;
- Seminole County, as the lead local government for the Sanford and Altamonte Springs Station Area Plans;
- The City of Longwood, as the lead local government for the Longwood Station Area Plan;
- The City of Orlando, as the lead local government for the LYNX Central Station Area Plan;
- Creative Village Development LLC, as the City of Orlando’s partner in the Creative Village public/private redevelopment project in close proximity to LYNX Central Station;
- Orange County, as the lead local government for the Sand Lake Station Area Plan;
- University of Florida Shimberg Center for Housing Studies;
- MetroPlan Orlando;
- Central Florida Regional Transportation Authority (LYNX); and
- Florida Department of Transportation District 5.

The chairs of the Affordable Housing Working Group and the Outreach and Equity Advisory Group, as described below, will serve as ex-officio Core Consortium members. The Core Consortium will meet four times per year at the office of the East Central Florida Regional Planning Council, unless otherwise notified.

A majority of Core Consortium members shall constitute a quorum for meetings of the Core Consortium. In the event that a quorum is not present, the representatives present may discuss the agenda items but defer official actions to a later date.

A majority of Consortium Designated Representatives shall constitute a quorum for meetings of the full Consortium. In the event that a quorum of the full Consortium is not present, but a quorum of the Core Consortium is present, the meeting may be conducted as a Core Consortium meeting provided the meeting has been noticed appropriately.

The Core Consortium and the full Consortium will strive for consensus on all decisions and take a formal vote of the representatives when required by this MOU or when otherwise needed. When voting is required or necessary, each Consortium Participant shall represent a voting member and a simple majority vote will be necessary to take action.

If the Consortium Participants cannot reach agreement on an issue the parties shall submit the issues in dispute to the ECFRPC for voluntary mediation pursuant to its adopted dispute resolution process or to such other mediation process as may be mutually agreed upon by the parties.

The Consortium will establish the following advisory/working groups to guide its activities:

- Six **Study Focus Station Working Groups** will individually establish and review the planning activities for their respective SunRail station(s) as identified in the grant application. They will be chaired by the Sub-Recipient for each station. Each Study Focus Station Working Group's membership will include local governments and key partners specific to each Study Focus Station, including representatives of minority and low-income neighborhoods impacted by the station as determined by each Sub-Recipient with input from the ECFRPC. The members or representatives of the Study Focus Station Working Groups are not required to be Consortium Participants in order to participate; provided, however, that only Consortium Participants shall be eligible to vote on any matter that may come before the Study Focus Station Working Groups. The Study Focus Station Working Groups will meet at least four (4) times per year. The Study Focus Station Working Groups will provide regular reports to the Consortium.
- An **Affordable Housing Working Group** will assist with technical review of the affordable housing needs analysis for all 12 Phase I SunRail stations and make recommendations to the Consortium regarding strategies and financing opportunities to encourage the provision of needed affordable housing. The Affordable Housing Working Group members will include representatives of the ECFRPC, local governments representing all 12 Phase I SunRail stations, and other members of the public with an interest in affordable housing; provided, however, that only Consortium Participants shall be eligible to vote on any matter that may come before the Affordable Housing Working Group. The Affordable Housing Working Group will meet at least four (4) times per year. The Affordable Housing Working Group will provide regular reports to the Consortium.
- An **Outreach and Equity Advisory Group** will advise the Consortium on how to ensure the planning process provides opportunities for all population groups to participate in making decisions about the future and creates equitable opportunities for all segments of the region. The Outreach and Equity Advisory Group members will include representatives of ECFRPC, each of the six Study Focus Station Working Groups, MetroPlan Orlando, FDOT District 5, minority or lower-income neighborhoods near or adjacent to the SunRail stations, and other regional leaders with expertise in these areas. The Core Consortium will recruit members of the Outreach and Equity Advisory Group. The Outreach and Equity Advisory Group will meet at least two times per year. These meetings will be open to participation by organizations that are not part of the Consortium; provided, however, that only Consortium Participants shall be eligible to vote on any matter that may come before the Outreach and Equity Advisory Group. The Outreach and Equity Advisory Group will provide regular reports to the Consortium.

The advisory/working groups may elect to follow Roberts Rules of Order or any other agreed upon parliamentary procedures to conduct their meetings. The membership and characteristics of each advisory/working group will be circulated to all Consortium Participants when complete. The ECFRPC shall take minutes of each meeting of each advisory/working group (except for the Study Focus Station Working Groups where the local governments will take minutes), shall maintain a record of the membership of each advisory/working group and a record of all Consortium and Core Consortium meeting agendas, presentation

materials, correspondence, and all other documents that qualify as public records under Chapter 119, Florida Statutes, as well as a brief summary of each Consortium and Core Consortium meeting. The ECFRPC, or a Sub-Recipient mutually agreed to by the ECFRPC and such Sub-Recipient, shall maintain a record of all advisory/working group meeting agendas, presentation materials, correspondence, and all other documents that qualify as public records under Chapter 119, Florida Statutes, as well as a brief summary of each advisory/working group meeting.

Meetings of the Consortium, the Core Consortium and the advisory/working groups are public meetings which will be noticed at least fourteen (14) days prior to the meeting by the ECFRPC, or noticed by the local government for their Study Focus Station Working Groups in accordance with such local government's standard public notification procedures. Consortium correspondence, electronic mail, reports, publications, memoranda, and all other documents deemed public records pursuant to Chapter 119, Florida Statutes, shall be preserved accordingly and shall be made available for public inspection upon request. Each Consortium Participant is responsible for maintaining their respective records in accordance with Florida Law.

VII. Accountability. All Designated Representatives shall attend meetings, participate in the tasks and activities as outlined in the Work Plan and this MOU, and provide monthly Progress Reports and Leverage Reporting Forms to the ECFRPC; such forms to be provided to the Consortium Participants by the ECFRPC.

Each Sub-Recipient will be required to execute Sub-Recipient Agreements which will provide, among other things, deliverables expected from each Sub-Recipient, timelines, mechanisms for reimbursement of costs, accountability under the Cooperative Agreement, and delivery of supporting documentation.

VIII. Addition or Resignation of Consortium Participants. The Consortium may agree to invite or accept into membership other parties. A majority vote of the full Consortium for approval is required to admit other parties into the Consortium. These parties would be become Consortium Participants upon the execution of this MOU.

Any Consortium Participant may resign its membership in the Consortium by providing written notice from the Consortium Participant's Executive Director, Chief Executive Officer, or their designee, to the Executive Director of the ECFRPC. Such resignation shall be effective upon receipt unless otherwise stated. Resignation of Consortium Participant status shall not relieve a Consortium Participant of any responsibilities or liabilities already incurred, but shall operate to relieve such Consortium Participant from any future responsibility, financial or otherwise, under this MOU and any applicable Sub-Recipient Agreement. The Consortium will reevaluate its overall Work Plan and budget as needed following resignation of any Consortium Participant.

IX. Term. The term of the responsibilities described in this MOU shall be June 1, 2012, to January 31, 2015 unless the Grant period is otherwise extended by HUD. The responsibilities set forth in this MOU shall not be affected by the failure of one or more parties to execute this MOU. A copy of the fully-executed MOU will be kept on file at the ECFRPC offices.

X. Amendments. The provisions of this MOU may only be amended as may be mutually agreed upon in writing by the parties hereto.

XI. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

XII. Severability. If any part of this MOU is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this MOU if the rights and

obligations of the parties and if the intention of the parties can continue to be effective. To that end, this MOU is declared severable.

XIII. Notices. Any notice, other than notices of public meetings, required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested, or when delivered to a nationally recognized overnight courier service addressed to the person at the address in Appendix 3, Consortium Participants and Commitments, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. If written permission is granted by a consortium member, electronic delivery with return receipt request will be acceptable. If return receipt is not received, one of the aforementioned delivery options will be accomplished.

XIV. This MOU shall be under the governing laws of the State of Florida.

We, the undersigned, have read and acknowledge the responsibilities set forth in this MOU and commit to serve as a participant in the East Central Florida Sustainable Communities Consortium in accordance with the terms outlined herein.

Signature

Signature
Hugh W. Harling, Jr., Executive Director
East Central Florida Regional Planning Council

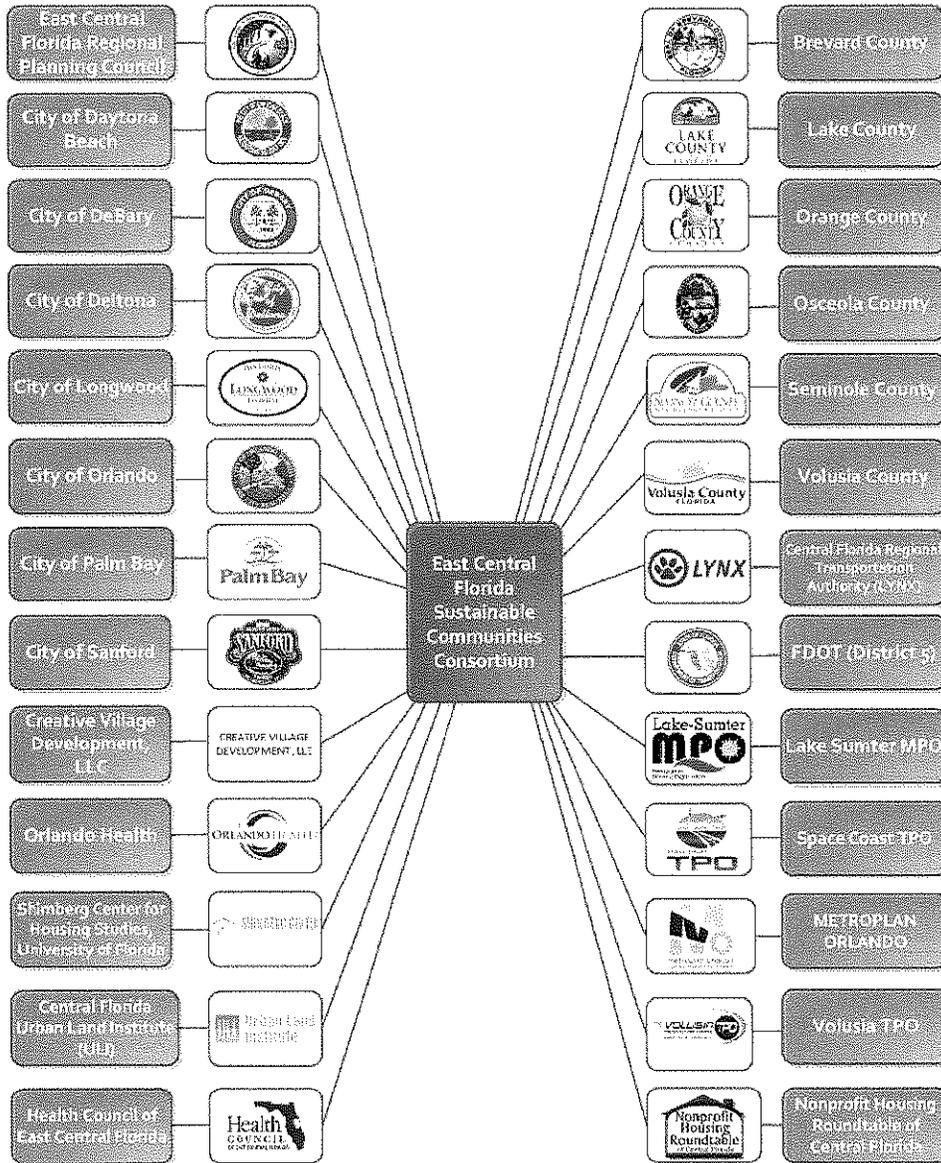
Typed Name and Title

Organization / Agency

Date: _____

Date: _____

Appendix 1
East Central Florida Sustainable Communities Consortium Participants
(Effective August 22, 2012)



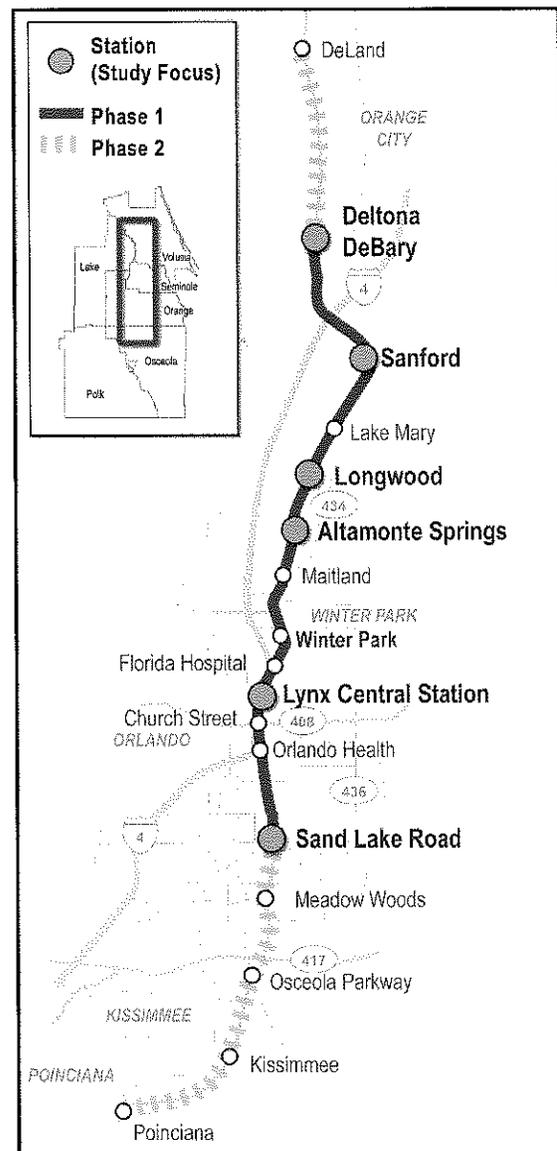
Work Plan for the East Central Florida Sustainable Communities Regional Planning Grant

ABSTRACT

The East Central Florida Sustainable Communities Consortium will use the Sustainable Communities Regional Planning Grant to develop and prepare for implementation of sustainable and inclusive development plans around the future station locations for East Central Florida's SunRail commuter rail system, anticipated to begin service in 2014. With Phase I capital investment estimated at \$357 million in Federal, state, and local funding, SunRail will catalyze a "Corridor of Commerce" to transform communities and encourage sustainable growth, particularly in minority and/or low-income neighborhoods adjacent to several of the committed stations. The grant will support detailed planning for 6 out of the 12 Phase I SunRail stations, affordable housing assessments for all 12 stations, and regional collaboration to share best practices and to guide future planning in the region.

The Consortium's work plan will build on the work done for *How Shall We Grow?*, a 50-year shared regional vision adopted in 2007 through a voluntary Regional Growth Compact signed by representatives of 7 counties and 86 cities. In 2010 the East Central Florida 2060 Plan was adopted as a guide for local decision making to implement the regional vision. This plan meets state statutory requirements as the region's Strategic Regional Policy Plan and constitutes the Regional Plan for Sustainable Development.

SunRail represents an historic opportunity to transform communities using the commuter rail service as a catalyst for sustainable and inclusive growth. A Florida Department of Transportation study examined economic benefits of potential transit-oriented development at all 17 Phase I and II SunRail stations. The study estimated that development around the SunRail stations would create nearly 95,000 permanent jobs within a half-mile radius each station, with a total payroll impact of \$2.5 billion. Planning level analyses have estimated that the development would result in an additional \$18.4 billion in property value in these areas, though more specific estimates will be developed through the grant activities or related transit-oriented development planning by local governments with FDOT support. These benefits cannot be fully realized without the station area planning and land development regulation changes that are a primary focus for the proposed grant activities.



The Consortium will apply the grant resources to further develop and sustain regional and community partnerships to:

- Attract high-quality, higher-paying jobs and provide residents the opportunity to access these jobs using public transit;
- Promote social equity and access to opportunity through investments in minority and/or low-income neighborhoods near or adjacent to several of the SunRail stations;
- Provide more transportation choices, improve public health and safety, and reduce energy use by providing local transit, bicycle, and pedestrian connections to SunRail stations;
- Plan for fair, affordable, and energy efficient housing around the SunRail stations;
- Encourage sustainable, compact urban development surrounding the SunRail stations; and
- Integrate and leverage investments among state, regional, and local transportation, economic development, housing, community development, and other agencies, as well as the private and nonprofit sectors.

This project is consistent with the goals of the Sustainable Communities Partnership as well as Florida's state agency plans for transportation, economic development, and environmental protection. The grant activities will produce the following outcomes:

- Adoption of station area plans for six SunRail stations, which will be consistent with the East Central Florida 2060 Plan and the six Livability Principles defined by the Sustainable Communities Partnership;
- Assessment of affordable, fair, and equitable housing needs near all 12 Phase I SunRail stations, as well as the development of strategies for encouraging the provision of needed affordable housing;
- Alignment with economic and workforce development strategies to ensure the overall station area plans improve access to jobs and incentivize further investment in these communities;
- Alignment with state, regional, and local transportation plans to provide appropriate local transit, bicycle, and pedestrian connections to the SunRail stations;
- Identification of changes needed to local comprehensive plans and land development regulations to encourage sustainable, compact urban development in places identified in the station area plans;
- Development of specific strategies and development policies that can serve as applicable models to help revitalize minority and/or low-income neighborhoods adjacent to other stations along the SunRail route; and
- Capacity building among Consortium members to share the lessons learned from this project and extend sustainable and inclusive development practices to other communities in the East Central Florida region.

WORK PLAN

BACKGROUND

The East Central Florida region was one of the fastest growing areas of the nation over the past 50 years, with population growing from less than 300,000 in 1950 to nearly 3.2 million in 2010 (U.S. Census). Population growth began to taper off in 2007 as the traditional driver of the region's growth – relocation of families and retirees from the rest of the country – slowed dramatically. Population growth is expected to strengthen in upcoming years but is not likely to regain the previous pace. The region's population has become increasingly diverse during this period, with particularly strong growth in the past decade among residents of Hispanic or Latin origin.

The recession impacted East Central Florida significantly, with the most severe impacts in housing, real estate, and construction. Employment has begun to edge higher, but March 2012 employment is more than 118,000 jobs (8 percent) lower than the February 2008 peak (U.S. Bureau of Labor Statistics). The unemployment rate surged from historic lows of near 3 percent in 2006 to nearly 12 percent in early 2010. The region's unemployment rate has since fallen below 9 percent as of March 2012. The region has been severely impacted by the collapse of home prices due to oversupply, lack of demand, and the banking and credit crisis. Single-family homes lost 40 to 50 percent of their value from their peak in 2006 through 2011. While a large housing inventory was built, affordable housing continues to be a challenge for many of the region's workers.

The region's industry mix historically has been driven by lower-wage jobs in services and hospitality, reflecting its status as one of the world's leading tourist destinations. The average wage per job was \$41,900 in 2010, 10 percent below the national average (U.S. Bureau of Economic Analysis). Regional and local economic development efforts include strategies to retain existing industries; to target growth in emerging industries such as creative arts and design and life sciences; and to cultivate small businesses, startups, and entrepreneurs. The region's ability to attract and retain skilled workers – as well as the availability of suitable sites – will be critical to the success of these strategies.

The region accommodated the unprecedented population growth over the last half of the 20th century by developing in a sprawling, low-density pattern. The costs of this pattern are evident: rapid conversion of open space to build more houses, loss of agricultural land, encroachment on sensitive environmental areas, significant increases in water and energy use, and overreliance on cars for transportation. Fewer than half of the region's residents lived within cities in 2007, a share that has declined since 2000 (U.S. Census Bureau).

In the past decades, the region's highway investments have not been able to keep pace with the growth in demand for moving people and freight. Vehicle-miles traveled more than doubled between 1990 and 2008, while total road mileage has increased about 25 percent (Federal Highway Administration). Over 90 percent of regional trips use automobiles, with public transit accounting for about 1.3 percent in 2010 (U.S. Census Bureau, American Community Survey). The result has been a continued degrading of travel time and safety. Nearly 80 percent of peak-period highway travel is in congested conditions, with average delay of 38 hours per commuter in 2010 (Texas Transportation Institute, Urban Mobility Report, 2011). The Orlando-Kissimmee metropolitan statistical area has been ranked as the nation's most dangerous area for pedestrians (Transportation for America, Dangerous by Design, 2011).

The public transportation alternative today usually means spending hours on a bus and making several connections to use the transit system. This is particularly true for low-income populations making trips

between affordable housing opportunities and lower-wage jobs. Over the past decades, the combination of higher home prices (until the crash), “drive until you qualify” housing searches, and long commutes has had a toll on household budgets, with the proportion of population paying more than 45 percent of income on housing and transportation increasing from 88 percent to 92 percent (Center for Neighborhood Technology, H&T Affordability Index).

In 2007, 20 percent of adults reported changing outdoor activities due to poor air quality in Central Florida (Florida Department of Health). Of primary concern is ozone, which is a main ingredient in urban smog that affects the region in many ways, from asthma rates to agricultural production. Regional emissions of air quality pollutants that produce ozone generally have been declining for the past 30 years due to improvements in vehicle technology – but if travel continues to grow, total emissions may begin to increase, and the region’s air quality could slip below Federal standards. Energy efficiency also is a regional concern because of its impacts on economic activity and future resource availability.

The gap in economic opportunity between socioeconomic groups remains significant. Three of the six counties (Orange, Osceola, and Volusia) recorded poverty rates in excess of 16 percent in 2010. Lower-income families often lack convenient access to jobs, public transportation, fresh food, health care, and other basic needs. More than 13 percent of low-income residents live more than one mile from a grocery store (U.S. Department of Agriculture). Orange County’s 2011 Analysis of Impediments to Fair Housing Choice concluded that fair housing issues in Orange County are still present despite enforcement and outreach efforts in place. Based on the fair housing complaints filed, the primary complaints for housing discrimination are from the disabled population, followed by African Americans. There is a recent trend showing complaints from non-English speakers. Seminole County’s 2006 Analysis of Impediments to Fair Housing Choice reported a small number of fair housing complaints covering similar issues.

The East Central Florida 2060 Plan has identified and documented these issues, as well as a vision for future development that has received widespread support from the public, businesses, and elected officials. This vision emphasizes focusing future growth in urban centers connected through multimodal transportation corridors. The commitment to build SunRail provides one of the first steps to reshape the direction of development in East Central Florida. SunRail provides an additional competitive choice for transportation, and the station areas along the line have the opportunity to attract compact, mixed-use development. The opportunity exists to coordinate plans and investments so that SunRail becomes the focal point for revitalizing existing communities, attracting skilled workers and innovation-oriented businesses, expanding safe and convenient travel options, helping improve energy efficiency and air quality, and providing minority and lower-income households with greater access to opportunity.

WORKPLAN OVERVIEW

The Consortium will use the grant to develop and prepare for implementation of sustainable and inclusive development plans around the future station locations for East Central Florida’s SunRail commuter rail system, anticipated to begin operation in 2014. With capital investment estimated at \$357 million in Federal, state, and local funding for its first phase, SunRail will catalyze a “Corridor of Commerce” to transform communities and encourage sustainable growth, particularly in minority and/or low-income neighborhoods adjacent to several of the committed stations. The grant will support detailed planning for 6 out of the 12 Phase I SunRail stations, affordable housing assessments for all 12 stations, and regional collaboration to identify and share best practices and to guide future planning in the region.

The grant will enable the Consortium to build on the initiation of SunRail service to plan for and incentivize sustainable and inclusive development decisions to support existing communities adjacent to the commuter rail stations. The Consortium seeks to:

- Attract high-quality, higher-paying jobs and provide residents the opportunity to access these jobs using public transit;
- Promote social equity and access to opportunity through community-building investments in minority and/or low-income neighborhoods near or adjacent to several SunRail stations;
- Provide more transportation choices, improve public health and safety, and reduce energy use by providing local transit, bicycle, and pedestrian connections to SunRail stations;
- Plan for affordable and energy efficient housing around the SunRail stations;
- Encourage sustainable, compact urban development surrounding the SunRail stations; and
- Integrate and leverage investments among state, regional, and local transportation, economic development, housing, community development, and other agencies, as well as the private and nonprofit sectors.

Below is an overview of how the Consortium's workplan will address the six livability principles.

Provide more transportation choices: The Regional Growth Compact commits the region's local governments and other partners to the guiding principle of providing more transportation choices. The East Central Florida 2060 Plan sets a goal to "develop a balanced multimodal transportation network that connects compact centers of development with mixed use transit-served corridors." SunRail will be the first step in this regional network and several bus rapid transit and light rail alternatives are under study to augment this new mode. The station area plans will guide land use and development plans to help build ridership for SunRail. The station area plans also will define connections to bus and other transit systems, including services for flexible routing, such as LYNX NeighborLink, and for transportation disadvantaged populations. They also will help plan for enhanced pedestrians and bicycle networks, including safe routes to schools. The sustainability practices and tools developed as part of this grant can be applied to the remaining SunRail stations as well as to future feeder transit services. Together, the grant activities will help expand cost-effective transportation choices to improve livability, air quality, and public health.

Promote equitable, affordable housing: The Regional Growth Compact commits the region's local governments and other partners to the guiding principle of creating a range of obtainable housing choices. The East Central Florida 2060 Plan sets a goal to "assure that an adequate supply of safe, sanitary, and affordable housing is equitably distributed throughout the region." The grant activities will build upon these policies by developing affordable housing strategies around the SunRail stations. The University of Florida's Shimberg Center for Housing Studies housing models and resulting benchmarks will be used to identify the potential location of housing near transit and to further direct incentives and investments. The approach will include a calculation of transportation costs associated with compact, mixed-use housing to measure the effects of location (proximity, density, connectivity, and land use mix) on the combined housing and transportation costs for households in the region. This approach is consistent with the HUD and U.S. Department of Transportation (DOT) commitment to redefine housing affordability to include transportation costs. In addition, quantifying need will assist Consortium members in leveraging Federal and state funding sources, and implementing both mandatory and incentive-based programs.

Enhance economic competitiveness: The Regional Growth Compact includes a principle to encourage a diverse, globally competitive economy. The 2011 Comprehensive Economic Development Strategy (CEDS) includes the following economic development goals:

- Further diversify the region’s economy by attracting, retaining, and growing rising economic clusters and business incubation;
- Create an economically and environmentally sustainable region by implementing the Regional Growth Vision; and
- Improve global connectivity of all transportation systems.

The East Central Florida Regional Planning Council currently is updating the CEDS, in coordination with the state’s 10 other economic development districts as well as the statewide economic development plan under development by the Florida Department of Economic Opportunity. All of these plans are organized around a common framework of the “Six Pillars of Florida’s Future Economy”™ created by the Florida Chamber Foundation. The Consortium will coordinate with these plans throughout the project.

SunRail provides an important first step toward a balanced and efficient multimodal transportation system by linking existing and emerging economic assets. The SunRail system, supported by sustainable land use and economic development decisions, will improve access to jobs, attract highly skilled creative workers who often seek urban amenities, create economies of scale and greater integration among industry clusters, and encourage private investment along the corridor. The grant activities will support effective integration of economic development and business support strategies into station area plans to help maximize the potential economic value of SunRail.

Support existing communities: The Regional Growth Vision emphasizes the importance of focusing future growth in activity centers. The East Central Florida 2060 Plan encourages investment in existing urban and suburban centers, supports emerging economic centers, increases density to enhance mixed-use development, and promotes transit-oriented development. Urban centers and rail transit nodes with existing infrastructure provide opportunities for supporting existing communities and conserving natural resource areas. With proper planning and investment around the rail transit stations, these areas can offer accessibility and increased livability to all income levels. They also can provide for economic revitalization of existing nearby businesses as well as attract new businesses. The station area plans will develop strategies to support the specific communities surrounding the SunRail stations, including opportunities to help existing communities to become more energy efficient. The combination of station-specific plans with overarching regional guidelines and policies will create solutions that reflect the unique character of each community, while also supporting the overall goal of a more livable and sustainable region.

Coordinate policies and leverage investment: The Regional Growth Vision and Compact provide a common framework for two regional planning councils, five metropolitan planning organizations, seven counties, 86 cities, seven school boards, three water management districts, and numerous other state, regional, and local entities. The East Central Florida 2060 Plan identifies policies to implement this vision and was developed with input from the same set of partners.

The grant activities are designed to leverage Federal, state, local and private investment in SunRail by coordinating transportation investment with supportive land use, economic development, housing, and community development policies and plans at each station as well as for the region as a whole. The Consortium has been established to facilitate ongoing coordination of policies, plans, and investments,

including reviewing the station area plans and making recommendations to strengthen coordination and share best practices region wide.

Some SunRail stations serve communities which have recently received or are committed to receive significant Federal, state, local, or private investment. For example, the City of Orlando's Creative Village development is leveraging the connectivity provided by SunRail and land made available through construction of the Orlando Magic's new arena to create a center of excellence for digital media, while also revitalizing the existing Parramore and Callahan neighborhoods, both of which are Title VI communities. The improvements included as part of this grant request would augment improvements within the overall Creative Village project currently being funded by a \$10 million U.S. DOT TIGER II grant and \$2.5 million in local grant matching funds. The Parramore bus rapid transit (BRT) project will provide premium transit service to the Creative Village project, the Parramore and Callahan neighborhoods, downtown Orlando, the Amway Center, Florida A&M University Law School, the Federal courthouse, and other employment centers. (See page 17 for details on the Creative Village project)

An additional example of leveraged investment is LYMMO's east/west expansion in downtown Orlando. LYMMO is a free downtown shuttle operated by LYNX, the area transit provider. Funded by the Federal Transit Administration's New Starts program, this project was recently approved for \$9.92 million and will provide an east-west transit connection through downtown Orlando, providing service to SunRail stations, the Downtown Performing Arts Center, Amway Center, Parramore BRT, and the Thornton Park neighborhood. Both the Parramore BRT and the East/West BRT are scheduled to begin operation in 2013, ahead of SunRail service.

Value communities and neighborhoods: The Regional Growth Compact includes principles to foster distinctive, attractive, and safe places to live; and to build communities with educational, health care, and cultural amenities. The East Central Florida 2060 Plan will focus investment into existing communities by promoting livable places to work, shop, and play. The plan was developed and is being implemented with focused outreach to distressed and marginalized communities, and identifies numerous opportunities for investment in these communities, with SunRail being at the forefront. These investments will be a catalyst for recovery from the economic recession which has impacted the region so profoundly, particularly lower-income and minority communities. The station area plans will accelerate planning for these neighborhoods, and ensure that the SunRail investment creates opportunities for all residents in these neighborhoods and communities.

The major activities, specific steps, task responsibilities, and anticipated outcomes are as follows:

Activity 1: Project Management

The objectives of this task are to:

- Develop and implement an effective work plan;
- Monitor progress toward accomplishing the goals of the work plan;
- Meet all project commitments made to HUD; and
- Coordinate with related activities at the regional, state, and national levels.

The project management task is focused on achieving a successful outcome for a complex planning and coordination effort, and will address HUD requirements including project schedule, administration, and finance.

The task will be led by key staff of East Central Florida Regional Planning Council, with oversight from the Consortium. The following key tasks are anticipated:

- Develop and maintain a detailed work plan, schedule, and budget for the entire process, with input from the grant sub-recipients and other Consortium members;
- Provide oversight for the grant elements led by the individual station area teams;
- Develop requests for proposals (RFPs) and retain consultants as needed;
- Coordinate with HUD on overall program activities and guidelines;
- Attend HUD gatherings of grant recipients and other events as requested;
- Monitor grant activities and provide regular reports to HUD;
- Coordinate with HUD capacity building intermediaries;
- Coordinate with other HUD regional planning grant recipients, including those in Florida (Central Florida Regional Planning Council and South Florida Regional Planning Council), as well as other grant recipients doing similar work nationwide;
- Coordinate with the Florida Department of Transportation on overall planning and implementation of SunRail, including related outreach and transit oriented development facilitation activities, to leverage resources with the grant activities;
- Coordinate with other federal grant recipients in the region engaged in related activities to leverage resources, including the TIGER and FTA discretionary grant recipients (the City of Orlando, LYNX, and Seminole County). These grants are described in the individual station area workplan sections.

The East Central Florida 2060 Plan, SunRail, and the activities outlined in this work plan reinforce strategic direction provided by Florida state agencies. This grant proposal is consistent with the goals and objectives of the recently adopted 2060 Florida Transportation Plan, and the participation of FDOT District 5 on the Consortium will ensure ongoing coordination with FDOT plans and programs. The Florida Governor and Legislature created the Department of Economic Opportunity in 2011 to coordinate statewide economic development activities, including the community development functions of the former Florida Department of Community Affairs. This new department is charged with creating Florida's Strategic Plan for Economic Development in 2012. The Consortium will participate in this process to determine how best to align activities and leverage resources. Ongoing coordination also will occur with the Florida Department of Environmental Protection and other resource agencies, using the state's Efficient Transportation Decision-Making (ETDM) process as a tool for early coordination and review on the potential community and environmental impacts of any infrastructure investments proposed in the station areas.

Products will include:

- Project work plan and schedule (updated quarterly);
- Regular progress meetings and status reports to HUD;
- Subgrantee contracts and request for proposal documents (as required);
- Summary of coordination efforts with other HUD grant recipient projects; and
- Summary of coordination efforts with state agency staff.

Activity 2: Consortium Management

The objectives of this task are to:

- Ensure an inclusive, collaborative station area planning process for each station area and for the region as a whole;

- Coordinate efforts between multiple public, private, and nonprofit stakeholders to build consensus around recommendations from this process;
- Address crosscutting policy issues among the six station area plans and resolve key issues from a regional perspective; and
- Build a structure for ongoing regional coordination and collaboration on sustainable development decisions.

As part of the grant, the East Central Florida Regional Planning Council will establish a Consortium management structure to effectively oversee and manage the grant activities. The Consortium will coordinate among the individual station area projects, encourage integrated planning decisions, ensure effective engagement of all segments of the community including those previously marginalized in planning processes, and strengthen relationships and partnerships to reinforce and implement the Central Florida Regional Growth Compact and the East Central Florida 2060 Plan.

The Consortium participants include:

- East Central Florida Regional Planning Council, as fiscal agent and overall grant manager;
- The region's six county governments: Brevard, Lake, Orange, Osceola, Seminole, and Volusia;
- Seven city governments, which together cover the six station areas and the region's principal cities: Daytona Beach, DeBary, Deltona, Longwood, Orlando, Palm Bay, and Sanford;
- Creative Village Development, LLC, which is working in partnership with the City of Orlando to develop a 68-acre transit-oriented master development in downtown Orlando;
- The four metropolitan planning organizations (MPO) in the region: the Lake-Sumter MPO, MetroPlan Orlando (Orange, Osceola, and Seminole counties), the Space Coast Transportation Planning Organization (TPO) (Brevard County), and the Volusia TPO;
- The Florida Department of Transportation's District 5 office;
- The Central Florida Regional Transportation Authority (LYNX), the regional transit authority for Orange, Osceola, and Seminole counties;
- The University of Florida's Shimberg Center for Housing Studies, which will develop and apply affordable housing needs and suitability models;
- The Nonprofit Housing Roundtable for Central Florida, which will serve as a sounding board on affordable housing issues;
- Two organizations – Orlando Health and the Health Council of East Central Florida – which will provide input on public health issues and strategies;
- The Urban Land Institute's Central Florida District Council, which will provide their expertise and networks for engaging key private sector leaders at appropriate points in the process; and

Key elements of the Consortium organization are as follows:

- The **Consortium** will work collaboratively to review the overall progress of the grant activities; identify lessons learned and key products that are transferrable to additional SunRail stations or future regional initiatives; and develop recommendations to advance sustainable development practices across the region. The full membership of the Consortium will meet two times per year, and individual Consortium participants will be actively engaged in specific work activities.
- Within the full Consortium, a **Core Consortium** will assume the principal responsibility for carrying out the work program, typically through receiving grant funds and providing matching contributions. This Core Consortium will function as an overall steering committee and will work as a group to review the overall progress of the work program and to identify and resolve key issues. The Core Consortium will provide guidelines for how the station area plans could

address common issues such as equity, review station area plans and products, address crosscutting policy issues among the six station area plans, and review station area and other working group products to bring recommendations to the full Consortium on how to advance sustainable communities practices across the region. The Core Consortium membership will include the East Central Florida Regional Planning Council, the lead local governments for the six station area plans, Creative Village Development LLC, the Shimberg Center, MetroPlan Orlando, LYNX, FDOT District 5, and the chairs of any committees or working groups established by the Consortium. The Core Consortium will meet four times per year.

- The **East Central Florida Regional Planning Council** will serve as the fiscal agent and project manager, and will provide facilitation and technical assistance to the Consortium throughout the process. The Council will receive regular progress briefings from Core Consortium members at the Council's standing meetings.
- Six **Station Area Working Groups** will individually establish and review the planning activities for their respective SunRail station(s) as identified in this grant application. They will be chaired by the lead local government for each station. Each Working Group's membership will include local governments and key partners specific to each station, including representatives of minority and low-income neighborhoods impacted by the station. The working groups will meet at least four times per year. These meetings will be open to participation by stakeholders who are not part of the Consortium.
- An **Affordable Housing Working Group** will assist with technical review of the Shimberg Center affordable housing analysis for all 12 Phase 1 SunRail stations and will recommend strategies and financing opportunities to encourage the provision of needed affordable housing. This group will include the Council, local governments representing all 12 Phase 1 SunRail stations, and other regional stakeholders with expertise in these issues. The Nonprofit Housing Roundtable for Central Florida may provide a starting point for this purpose. The working group will meet about four times per year. These meetings will be open to participation by stakeholders that are not part of the Consortium.
- An **Outreach and Equity Advisory Group** will advise the Consortium on how to ensure the planning process provides opportunities for all population groups to participate in making decisions about the future, and creates equitable opportunities for all segments of the region. This group will include representatives of the Council, the six station area working groups, MetroPlan Orlando, FDOT District 5, minority or lower-income neighborhoods adjacent to the SunRail stations, and other regional leaders with expertise in these areas. The advisory group will meet periodically. These meetings will be open to participation by stakeholders that are not part of the Consortium.

The organizational structure and operating principles of the Consortium, Outreach and Equity Advisory Group, Affordable Housing Working Group, and the individual Station Area Working Groups is documented in the Consortium Agreement. The Consortium agreement also includes procedures for adding new members and addressing changes in representation over time.

The Consortium management activity will be led by key staff of the East Central Florida Regional Planning Council, with oversight from the Core Consortium. The following key tasks are anticipated:

- Develop organizational structure;
- Develop Consortium agreement/memorandum of understanding, workplan, matrix, timeline, sub-recipient agreements;
- Convene Core Consortium and full Consortium meetings; and

- Initiate and provide oversight for working group meetings

Products will include:

- Consortium agreement/memorandum of understanding;
- Consortium structure, membership record, meeting agenda, and minutes;
- Outreach and Equity Advisory Group structure, membership record, and meeting records;
- Affordable Housing Working Group structure, membership record, and meeting records; and
- Summary record of Consortium member participation in Station Area Working Group activities.

Activity 3: Outreach and Engagement

The objectives of this activity are to:

- Provide effective outreach to the station area communities along the SunRail corridor to obtain input in station area planning efforts;
- Ensure consistency in the outreach efforts between individual station area working groups; and
- Identify successful practices for inclusive community engagement that could be applied to future station area planning and other sustainable development planning in the region.

Effective engagement of local communities and the region at large will be critical to developing successful, sustainable, and inclusive station areas, and to the success of the investment in SunRail. The tiered structure of the grant effort will allow for the involvement of regional and local agencies at the appropriate level through the Station Area Working Groups, the Core Consortium, and the full Consortium.

The Consortium will leverage existing regional organizations, including the Central Florida Congress of Regional Leaders, the Central Florida Commuter Rail Commission, and the Central Florida MPO Alliance to engage leadership of regional and local agencies. The Consortium will make recommendations for an ongoing process and schedule to brief these groups on the progress of the project.

The project will engage a broad cross section of residents, business leaders, elected officials, and stakeholders through a variety of methods that worked successfully as part of both the Regional Growth Vision and the East Central Florida 2060 Plan. Key elements of the approach include:

- The Core Consortium, with input from the Outreach and Equity Advisory Group, will recommend overall guidelines and best practices for community engagement across all aspects of this project. Techniques and targeted approaches for engaging underrepresented portions of the community in planning and visioning for their future have been developed and successfully implemented by Creative Village Development, Orlando Health, the East Central Florida Regional Planning Council, the counties, and the metropolitan planning organizations. The Core Consortium and the Outreach and Equity Advisory Group will review the outcomes of these prior efforts to aid in developing recommended strategies.
- Each Station Area Working Group will develop a specific outreach and engagement plan which will identify key groups and develop strategies to maximize the participation of each group, with emphasis on traditionally marginalized populations. Under the leadership of each lead local government, each Station Area Working Group will develop a Partner and Public Participation Plan that identifies key partners and stakeholders and outlines specific strategies for engaging these groups as well as the public in obtaining input and making decisions about the planning for each station area. These may include traditional techniques such as public workshops and

media outreach as well as more innovative techniques such as telephone “town hall” meetings. The Core Consortium and the Outreach and Equity Advisory Group will review and provide feedback on each of these plans.

- The Core Consortium, with input from the Outreach and Equity Advisory Group, will develop common performance measures to assess the effectiveness of the partner and public involvement activities for each station area. The Station Area Working Groups will report progress on each measure to the Steering Committee at the conclusion of their grant activities.
- The Consortium will coordinate with extensive, ongoing outreach and transit oriented development facilitation activities being conducted by FDOT to support SunRail implementation, leverage resources, and avoid duplication of effort.
- The Council will develop outreach materials to explain the overall purpose of the grant and serve as resources for the station area planning activities. The Council staff, as well as staff from MetroPlan Orlando, will be available to provide support for individual station area outreach activities as requested by the lead local government and subject to available resources. The Council also may engage additional Consortium members, or outside consultants, in supporting specific outreach activities.
- The Consortium will define and track community engagement performance measures, building on measures adopted by FDOT and the MPOs. Examples may include attendance and/or level of satisfaction with Consortium meetings and public meetings, and minority and low-income resident participation in project outreach through neighborhood and community meetings and Consortium meetings.

Key work steps in this activity will include:

- Develop regional guidelines for outreach and equity, including performance measures, to provide consistency in approach for the station area working groups;
- Develop six station area and public participation plans;
- Review each station area and public participation plans;
- Implement station area and public participation plans;
- Engage regional leaders through briefings to Consortium member board meetings, and other regional groups;
- Document the progress of outreach for each station area, noting such elements as Title VI and Limited English Proficiency components;
- Evaluate the progress of individual station area outreach efforts utilizing consistent performance measures approved by the Core Consortium;
- Maintain coordination with State agencies, notably with Florida Department of Transportation’s extensive SunRail outreach activities, and with private sector forums; and
- Share lessons learned among the Consortium.

Products will include:

- Documentation of regional guidelines for outreach and equity with performance measures;
- Partner and Public Participation Plans for six station areas; and
- Summary report evaluating individual station area outreach efforts including performance measures and lessons learned.

Activity 4: Affordable Housing Study

The objectives of this activity are to:

- Determine the need for affordable housing in the vicinity of the stations along SunRail; and
- Formulate appropriate strategies to provide sufficient inclusive and attainable housing and lessen the cost burden felt by households throughout the region.

The University of Florida's Shimberg Center for Housing Studies will analyze each of the 12 SunRail station stops that are committed to begin service in 2014. The Shimberg Center will use two GIS-based models to address affordable housing: the Affordable Housing Suitability (AHS) model and the Affordable Housing Needs Assessment (AHNA) model. The models can estimate and project demand and identify the spatial relationship between jobs and housing at both neighborhood and regional levels. The consortium will use the results of this analysis as to set benchmarks for the location and type of housing near transit.

The AHS model is designed to evaluate the suitability of sites for affordable housing development and preservation. The model takes a comprehensive approach to assess the suitability of land for affordable housing. It incorporates research on affordable housing outcomes, in particular how environmental characteristics, neighborhood socioeconomic conditions, accessibility to neighborhood services and facilities, housing demand, and transportation efficiency interact and contribute to sustainable communities. The model can be scaled to support neighborhood-level decisions in a regional framework, and offers a means to balance and integrate diverse planning goals, highlight the tension between potentially competing affordable housing goals, and visualize outcomes of policy alternatives within the context of developing and preserving affordable housing.

The AHNA is a hybrid model that couples population and employment data to generate estimates of affordable housing demand. The population-based portion of the model uses population projections from University of Florida's Bureau of Economic and Business Research as well as household characteristics from the Census to generate projections of households by tenure, housing cost burden, elderly status, and income as a percentage of area median income. The employment-driven portion of the model uses data from the Longitudinal Employer-Household Dynamics (LEHD) and other Census datasets to estimate the affordable housing demand generated by concentrations of low-wage employment in the region.

The **Affordable Housing Working Group**, in collaboration with the Nonprofit Housing Roundtable for Central Florida, will review and assess the outcomes and recommendations from the Shimberg Center's affordable housing study analysis to develop coordinated and consistent affordable housing policies and plans for the SunRail station areas individually and collectively. The Working Group will recommend strategies and financing opportunities to encourage and incentivize the provision of any needed affordable housing.

The station area plans, with their emphasis on minority and/or lower-income neighborhoods and leveraging SunRail as a major public investment, will follow HUD guidelines and develop many of the elements of a fair housing and equity assessment. The Shimberg Center will use HUD fair housing and equity data as appropriate as a source for or a supplement to its housing models, and the six station area plans will address the principles of fair housing and equity at a local scale. The Consortium will recommend how the station area housing analyses can be extended to the regional scale.

Products will include:

- Affordable housing analysis for 12 station areas;
- Summary of identified needs for affordable housing for each station area;
- Meeting summaries of the Affordable Housing Working Group; and
- Documentation of fair housing and equity assessment activities along the Phase I station areas.

Activity 5.0 Station Area Planning

The objectives of this task are to develop station area plans around six SunRail stations consistent with the livability principles, Regional Vision and Growth Compact, and the East Central Florida 2060 Plan.

The Core Consortium will:

- Define general guidance for the six individual station area plans and the associated working groups;
- Monitor the progress of each station area working group, ensuring consistency with overall guidance and public engagement goals;
- Review and comment on the findings and recommendations of each station area working group; and
- Identify key lessons learned from the process and recommendations of each station area working group and work with the Consortium to disseminate the lessons among Consortium members and throughout the East Central Florida region.

The subtask descriptions below are based on preliminary work plan information submitted by local governments leading individual station area planning tasks. They may be refined based on guidance from the Core Consortium and coordination with FDOT.

Activity products to be produced for each station area will include:

- Documentation of how the plan addresses consistency with the federal livability principles, the East Central Florida 2060 Plan, the Regional Growth Vision and Compact, and other guidance developed by the Consortium; and
- Documentation of outreach and engagement activities and outcomes.

As part of the development of the final Work Plan, the project team is working to obtain refinements from the local governments leading the station area planning, including a list of products for each. The project team also is coordinating with FDOT and MetroPlan Orlando to coordinate and leverage related activities.

Activity 5.1: City of DeBary Station Area Plan

The City of DeBary's objective is to complete an infrastructure and feasibility study for the City's Transit Oriented Development (TOD) overlay area that will improve the range of transportation choices supporting the SunRail station by adding or improving pedestrian, transit, and bicycle facilities and by improving links between these facilities. The objective of the study is to identify what types of infrastructure improvements and/or regulations are needed and to provide an implementation plan including a preliminary pedestrian and bicycle master plan. In addition, the study will help to identify workforce housing needs in conjunction with the Shimberg Center.

The City, located in southern Volusia County, recognizes that there is a link between pedestrian, bicycle, and traffic calming improvements and economic development. Improving the pedestrian environment can improve the competitiveness of retail and business districts and increase property values. In addition, pedestrian and transit connections near transit stops support and encourage high density housing and mixed use development as advocated by the City's TOD overlay and regulating plan. Mixed use development and higher density housing adjacent to the SunRail station will help provide workforce housing.

The City established a TOD Overlay District in its Comprehensive Plan and adopted goals, objectives, and policies that relate to the future commuter rail station and the property within the Overlay. The City's TOD overlay encompasses approximately 261 acres within the City's Southeast Mixed Use Future Land Use Category. The City also created and adopted a TOD regulating plan to incorporate the TOD Overlay District into the City's Land Development Code. The TOD regulating plan encourages compact mixed-use development within a quarter to half mile of the SunRail station and promotes high densities (in terms of dwelling units per acre) within the quarter mile then stepping down in density, intensity and height as proximity to the station decreases. The City's TOD overlay supports compact land use patterns that provide energy efficiency and multi-modal transportation options with minimum residential densities of 14 dwelling units per acre and maximum densities of 32 dwelling units per acre and a floor area ratio of 2.0.

The focus of the task will be to conduct an infrastructure and feasibility study and to develop a guide to create transportation design for livable communities. The City will evaluate the multi-use trail and pedestrian and bicycle accommodations and operations plan along U.S. 17-92 and develop recommendations for a quality pedestrian environment. The task includes a Master Stormwater plan for the corridor to incentivize TOD at the SunRail station.

Activity 5.2: Sanford Station Area Plan

Seminole County and the City of Sanford will work together to develop a commuter rail station area plan that will facilitate the development of a corridor of commerce and sustainable compact urban development to increase economic competitiveness and to reduce environmental impacts. The plan will evaluate development opportunities in the station and surrounding area and incorporate TOD criteria including a mix of jobs and housing types in an area with an existing low income and minority population. The plan will evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns.

This plan will include outreach and inclusion of minority and underserved populations, an affordable housing assessment component in conjunction with the Shimberg Center, an economic analysis of the area, preparation of a list of complete street/safe street projects and policies, and a sidewalk plan. There will be an emphasis on major job potential in the station area.

The plan will be coordinated with work to be undertaken by Seminole County related to a \$1.425 million grant under the FTA's Section 5309 Bus and Bus Facility Program to provide partial funding for station enhancements to the future SunRail stations in East Altamonte, Lake Mary, Longwood, and Sanford. The enhancements are scheduled to be completed by 2013.

Activity 5.3: Longwood Station Area Plan

The goals of this station area plan are to improve access to jobs, increase economic competitiveness, promote sustainable and compact development, and reduce environmental impacts. The City of Longwood station area will be designed with pedestrian and bicycle friendly facilities to connect jobs and neighborhoods within a half mile walk or three mile bicycle radius of the station. The plan will focus on County Road 427, Church Avenue, Oleander Street, Myrtle Street, and Longwood Street. The acquisition of right-of-way may be necessary depending on the development of the station area plan, and this will be determined after studies are conducted. These studies will identify market/redevelopment opportunities, create a strategy for niche development, and expand existing industrial and service industries to create new living-wage jobs in the walk/bike shed of the City's new transit station and the City's designated brownfield areas.

The plan will evaluate the need for changes to the City's comprehensive plan or for overlay zoning to achieve the desired station area development patterns.

The City of Longwood will hold public meetings with residents to seek input regarding street sections and to inform the public about the transportation options provided by this effort. The City of Longwood will prepare construction-ready drawings for a multi-use bicycle and pedestrian network connecting neighborhoods to jobs and transit while creating a crucial connection to existing regional trail networks.

In the final phase, the City will acquire the right-of-way (if required) to allow for the completion of the proposed project. There will also be an allowance for the revision of construction drawings should the land acquisition process necessitate any deviations to the final design plans. Should the City's consultant identify that no right-of-way acquisition is necessary, or should there be enough resources remaining to complete construction drawings for a section of Longwood Street, this activity will be included in a future phase of station planning.

Activity 5.4: Altamonte Springs Station Area Plan

Seminole County will partner with the predominantly African American East Altamonte neighborhood in unincorporated Seminole County to develop a station area and sidewalk plan. The objective of the task is to improve pedestrian and bicycle access to and from a low-income/minority community located to the northeast of the Altamonte Springs SunRail station.

The plan includes the design of bicycle and pedestrian connections along six streets between the station and the surrounding low income and minority neighborhood. The plan will evaluate the need for changes to the City's comprehensive plan or for overlay zoning to achieve the desired station area development patterns.

This plan will include outreach and inclusion of minority and underserved populations, an affordable housing component in conjunction with the Shimberg Center, an economic analysis of the area, and a sidewalk plan.

Activity 5.5: LYNX Central Station Area Plan

Creative Village, the signature public/private redevelopment project for Orlando, will reinvent a 60-acre section of downtown as a live, work, learn, and play sustainable community built around a foundation of technology-based commerce and educational opportunities, mixed-income and attainable housing, neighborhood commercial space, public open spaces, and multimodal transportation options. As part of the vision for the Creative Village redevelopment project, the City of Orlando has partnered with Creative Village Development, LLC (CVD) to improve community connectivity and provide attainable housing options with direct access to the adjacent LYNX Central Station, a multimodal transit center that currently offers bus, BRT, vanpool, paratransit, and community circulator services and future SunRail commuter rail service. Creative Village offers the foundation for the rejuvenation of a neighborhood that has become an area of disinvestment and disconnection from the downtown urban core. Creative Village will offer all of the dynamics of true transit oriented development.



The livability and mobility objectives associated with the LYNX Central Station Area Plan include:

- Offer attainable housing that has direct access to the LYNX Central Station and to the residents of the Callahan and Parramore neighborhoods – two low income, minority sections of downtown Orlando designated as Title VI communities – through the planning, design, and permitting of the necessary roadways and public infrastructure improvements within the new transit-oriented, sustainable community;
- Reestablish the currently disjointed street grid to create opportunities for the residents of the Callahan and Parramore neighborhoods to access regional commerce opportunities through improved connectivity to LYNX Central Station;
- Provide a mechanism for the construction of office and educational development that will establish Creative Village as a regional cluster of high-tech/digital commerce;
- Improve multimodal (bike, pedestrian, transit) transportation opportunities for the residents of the Callahan and Parramore neighborhoods and Creative Village; and
- Utilize public outreach meetings and design charrettes to continue to engage the public and community stakeholders on the plans for Creative Village.

These opportunities to provide affordable housing and improve connectivity to the LYNX Central Station and region will be initiated through the planning, design, and permitting of the necessary public infrastructure that will then allow for vertical construction. The HUD Sustainable Communities Regional Planning Grant will provide the necessary funding to complete the following critical components:

1. The City of Orlando and CVD have for the past three years been engaged in a public outreach campaign centered on keeping the residents of the Parramore informed of and engaged in the planning and progression of the Creative Village project. As part of the Work Plan associated with the HUD Sustainable Communities Regional Planning Grant, CVD is fully committed to continuing the public outreach and engagement plan to the community through the life of the grant and beyond.
2. CVD will assist in the dissemination of demographic and housing data already collected as part of the on-going assessment of the area for the Creative Village project for use as part of the Shimberg Center's Affordable Housing Study.
3. Master planning, pre-design meetings with permitting agencies, LEED certification analysis, survey, geotechnical engineering, and utility coordination services.
4. Master engineering and design services associated with specific areas in Creative Village to include roadways with BRT exclusive lanes where required, sidewalks, intersection improvements, water, sanitary sewer infrastructure, irrigation, drainage, soft utility (cable, telecommunication, etc.) infrastructure, street lights, landscape, streetscape (street furniture, trash receptacles, newspaper racks, etc.), hardscape, and street signage design components.
5. Submittal of plans and applications and payment of application fees to necessary permitting agencies of the associated improvements.
6. Administration and management of the grant activities and management of the overall project process including associated consultant activity.

The Chart below shows how the HUD Sustainable Communities Planning Grant funds will be used to advance the Creative Village project:

8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Description of Task
PREDESIGN	1	\$143,189	\$ 143,189	\$ 119,324	\$ 23,865	Public Outreach, coordination with Shimberg Center, master planning, pre-design meetings with permitting agencies, LEED certification analysis, survey, geotechnical engineering and utility coordination services
DESIGN	1	\$591,341	\$591,341	\$492,784	\$98,557	Master engineering and design services associated with proposed Amelia Street and those portions of proposed Livingston Street not being designed and constructed as part of the TIGER II Grant Award. Design and engineering services associated with roadway with BRT exclusive lanes, sidewalks, intersection improvements, water, sanitary sewer infrastructure, drainage, soft utility (cable, telecommunication, etc.) infrastructure, street lights, landscape, streetscape (street furniture, trash receptacles, newspaper racks, etc.) and hardscape, street signage components
PERMITTING	1	\$ 43,252	\$ 43,252	\$ 36,044	\$ 7,209	Submittal of plans and applications and payment of application fees to necessary permitting agencies.
PROJECT MANAGEMENT	1	\$ 58,543	\$ 58,543	\$ 48,786	\$ 9,757	Administration and management of grant and management of overall project process and consultants.
TOTAL PROJECT FEES			\$ 836,325	\$ 696,938	\$ 139,388	

Work will be coordinated with three significant grants awarded to cover planning in the same area:

- The City of Orlando received a \$10 million capital grant through the U.S. Department of Transportation's Transportation Investment Generating Economic Recovery (TIGER) II program. The grant will support the Parramore bus rapid transit (BRT) project, which will provide premium transit service from the LYNX Central Station (a future SunRail station) in downtown Orlando to employment centers and other locations to the west of Interstate 4, including the Creative Village project, the Amway Center, Florida A&M University Law School, the Federal courthouse, and the low-income Parramore and Callahan neighborhoods. This project is expected to be operational in 2013, prior to the start of SunRail service.
- LYNX received \$9.92 million in funding under the Federal Transit Administration (FTA)'s New Starts funding to support east/west expansion of its LYMMO BRT system in downtown Orlando. The East/West BRT will provide a connection through downtown Orlando, providing service to the Church Street SunRail station, the Downtown Performing Arts Center, the Amway Center, Parramore BRT, and the Thornton Park neighborhood. The East/West BRT will begin operation in 2014.
- LYNX also received a \$1.22 million Bus Livability Grant from FTA to develop the LYNX-Orlando Trail along a corridor known as Gertrude's Walk. This trail will provide a key link between downtown residential and business areas and downtown transit stations, including the LYNX Central Station and Church Street Station. The trail will be the backbone for a trail system into and through downtown Orlando. The initial phase of the project will be completed prior to 2014.

The timeline below provides details on project phasing for the duration of the HUD grant implementation:

	Q2 2012			Q3 2012			Q4 2012			Q1 2013			Q2 2013			Q3 2013		
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
<i>Pre-Design</i>				■	■	■	■	■	■									
<i>Design</i>							■	■	■	■	■	■	■	■	■			
<i>Permitting</i>													■	■	■	■	■	■
<i>Project Management</i>			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Activity 5.6: Sand Lake Station Area Plan

Orange County will complete a corridor planning study to evaluate the most appropriate use of Transportation Design for Livable Communities (TDL) standards within the Florida Department of Transportation Plans Preparation Manual, initially for use on Orange Avenue in the vicinity of the Sand Lake SunRail station, where there is a large low income and minority population. These standards will ultimately be used throughout the County in transit-oriented applications. Study efforts will identify corridor needs, an alternatives evaluation, a management plan and schedule.

The scope is tailored to help transform the SunRail station area transportation network into one that is multimodal, urban, context-sensitive, and supportive of planned transit-oriented development. User-friendly pedestrian facilities and amenities connecting the SunRail station to other land uses will be a major focus of this study. In addition, a context sensitive design approach will be applied to a portion of Orange Avenue in the immediate area of the station location, thereby ensuring the full range of opportunities to integrate transportation and land uses in the area are considered and ultimately implemented.

The study will include stakeholder and public engagement.

Activity 5.7: Lessons Learned

The objectives of this task are to:

- Monitor local station area plan development;
- Identify best practices applicable to other station areas and to the region;
- Develop summary of lessons learned; and
- Disseminate relevant information for use in other SunRail station area plan development and for implementation in the East Central Florida Region.

The Consortium will identify best practices in terms of public involvement plans, activities, and products, and share these practices so the entire region continually improves its methods for engaging all aspects of the community in planning decisions. The Consortium will create and maintain a library demonstrating effective techniques for engaging all segments of the community, including how to facilitate access to translation services when needed.

Key work tasks in this activity include:

- Attend individual station area planning workshops and forums;
- Summarize experiences with best practices that are shown to achieve desirable results;
- Note techniques that do not achieve desired results within the communities; and
- Assemble a common list of best practices to share with other local governments representing future SunRail stations as well as transit-oriented developments throughout the region.

Products will include:

- A library demonstrating best practices and lessons learned in inclusive community engagement; and
- A summary document (memorandum and presentation materials) for use in disseminating lessons information to the Consortium and partnership.

ATTACHMENTS:

1: Workplan matrix

2: Gantt timeline

Work Plan Attachment 1 Matrix

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Activity 1: Project Management

Livability Principles Addressed: Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment; Value communities and neighborhoods

Long Term Outcomes: Effective project management; Meeting HUD program objectives and requirements.

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 1.1	Develop and maintain a detailed work plan, schedule, and budget for the entire process, with input from the six local station area plan sub-recipients;	Dynamic project work plan and schedule (updated quarterly)	ECFRPC	Ongoing through Q1 2015	Outcome based work plan; Provides clear direction to Consortium, Core Consortium and Subgrantees.	Evaluation per regular project reporting to HUD
Task 1.2	Provide oversight for the grant elements led by the individual station area teams	Project summary report	ECFRPC and subgrantees	Ongoing through Q1 2015	Effective oversight of productive station area planning efforts	Consortium approval
Task 1.3	Develop requests for proposals (RFPs) and retain consultants as needed	Request for Proposal documents and executed consultant contracts (as required)	ECFRPC and subgrantees	Ongoing through Q1 2015	Consultant contract execution	Successfully executed contracts
Task 1.4	Coordinate with HUD on overall program activities and guidelines; attend HUD gatherings of grant recipients and other events as requested; Monitor grant activities and provide regular reports to HUD; Coordinate with HUD capacity building intermediaries	Regular progress meetings and semi-annual status reports to HUD	ECFRPC	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Evaluation per regular project reporting to HUD
Task 1.5	Coordinate with other HUD grant recipients, including those in Florida (Central Florida Regional Planning Council and South Florida Regional Planning Council), as well as other grant recipients doing similar work nationwide	Summary of coordination efforts with other HUD grant recipient projects	ECFRPC	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Evaluation per regular project reporting to HUD
Task 1.6	Coordinate with the Florida Department of Transportation on overall planning and implementation of SunRail, including related outreach and transit oriented development facilitation activities, to leverage resources with the grant activities	Summary of coordination efforts with FDOT	ECFRPC	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Evaluation per regular project reporting to HUD

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Livability Principles Addressed:

Activity 2: Consortium Management
 Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment; Value communities and neighborhoods

Long Term Outcomes:

Highly engaged stakeholder group that advocates for sustainable and inclusive development throughout the region at all levels of public and private decision making

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 2.1	Complete development of organizational structure	Documentation of structure and operating principles	ECFRPC with Consortium members	Q1 2015	Documented organizational structure and operating principles approved by Consortium	Consortium approval, HUD review
Task 2.2	Develop Consortium agreement	Signed Consortium agreement/MOU	ECFRPC with Consortium members	Q1 2015	Signed Consortium agreement/MOU	Signature by all parties
Task 2.3	Convene Consortium meetings	Regular progress meetings and semi-annual status reports to HUD	ECFRPC with Consortium members	Q1 2015	Summary of Consortium meetings	Consortium approval, HUD review
Task 2.4	Identify and recruit Core Consortium members and convene meetings	Core Consortium structure, membership record and meeting records	ECFRPC with Consortium members	Q1 2015	Meeting documentation	Consortium approval, HUD review
Task 2.5	Identify and recruit Outreach and Equity Advisory Group members and convene meetings	Outreach and Equity Advisory Group structure, membership record and meeting records	ECFRPC with Consortium members	Q1 2015	Meeting documentation	Consortium approval, HUD review
Task 2.6	Identify and recruit Affordable Housing Working Group members and convene meetings	Affordable Housing Working Group structure, membership record and meeting records	ECFRPC with Consortium members	Q1 2015	Documented organizational structure and operating rules for Affordable Housing Working Group	Consortium approval, HUD review

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Livability Principles Addressed:

Long Term Outcomes:

Activity 3: Outreach and Engagement

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Prioritize policies and leverage investment. Value communities and neighborhoods

Successful outreach efforts that include diverse groups throughout the community and result in obtaining meaningful input in the station area planning process.

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 3.1	Develop regional guidelines for outreach and equity with performance measures	Documentation of regional guidelines for outreach and equity with performance measures	ECFRPC and Outreach/Equity Advisory Group	Ongoing through Q1 2015	Documented regional outreach guidelines with performance measures.	Approval by Consortium
Task 3.2	Develop six station area partner and public participation plans; Review each station area partner and public participation plans;	Individual station area outreach plans	ECFRPC; 6 lead local governments; Outreach/Equity Advisory Group oversight	Ongoing through Q1 2015	Adopted station area outreach plans	Review by Core Consortium
Task 3.3	Implement station area partner and public participation plans	Regular progress meetings and semi-annual status reports to HUD	6 lead local governments; Outreach /Equity Advisory Group oversight	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Review by Core Consortium
Task 3.4	Engage regional leaders in the project through briefings to Consortium member board meetings, and other regional groups	Summary of briefings to regional leaders	Consortium with ECFRPC	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Review by Core Consortium
Task 3.5	Document the progress of outreach for each station area, noting such elements as Title VI and Limited English Proficiency components	Documentation of outreach and coordination efforts	ECFRPC with 6 lead local governments	Ongoing through Q1 2015	Summary of coordination meetings, conference calls, communications	Review by Core Consortium using Guidelines adopted in 3.1
Task 3.6	Evaluate the progress of individual station area outreach efforts utilizing consistent performance measures approved by the Core Consortium	Summary of coordination efforts with FDOT staff	6 lead local governments	Q4 2014	Summary of coordination meetings, conference calls, communications	Review by Core Consortium
Task 3.7	Maintain coordination with State agencies, notably with Florida Department of Transportation's extensive SunRail outreach activities, and with private sector forums	Summary of coordination efforts with state agency staff	ECFRPC	Q4 2014	Number of coordination meetings, conference calls, communications	Evaluation per regular project reporting to HUD
Task 3.8	Share outreach lessons learned among Consortium	A summary document (memorandum and presentation materials) for use in disseminating lessons to the Consortium and partnership	ECFRPC	Q4 2014	Documented memorandum and presentation materials	Approval by Core Consortium

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Livability Principles Addressed:

Activity 4: Affordable Housing Study

Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment. Value communities and neighborhoods

Long Term Outcomes:

Decrease in combined housing and transportation costs per household; Increased proportion of homes and rental units affordable to a full range of household incomes close to high-quality transit service

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 4.1	Conduct inclusive public and community outreach in collaboration with the Consortium and Affordable Housing Working Group	Activity summary for Affordable Housing Working Group	Consortium with ECFRPC and Shimberg Center collaboration	Q4 2014	Summary of coordination meetings, conference calls, communications	Review by Consortium
Task 4.2	Conduct affordable housing analysis for each station area along Phase I of SunRail	Affordable housing analysis for each of 12 station areas	University of Florida Shimberg Center for Housing Studies	Q4 2013	Affordable housing analysis results for each station area	Review by Consortium and Affordable Housing Working Group
Task 4.3	Summarize affordable housing demand and changes in transportation costs due to land use changes associated with each station area	Summary of identified needs for affordable housing and transportation costs for each station area	University of Florida Shimberg Center for Housing Studies	Q1 2014	Summary of affordable housing demand and changes in transportation costs due to land use changes for each station area	Review by Consortium and Affordable Housing Working Group
Task 4.4	Conduct suitability analysis for affordable housing locations. (Note: the project timetable will only allow for limited scenario analysis)	Findings of suitability analysis for affordable housing locations	University of Florida Shimberg Center for Housing Studies	Q1 2014	Completed suitability analysis for affordable housing locations	Review by Consortium and Affordable Housing Working Group
Task 4.5	Incorporate elements of Regional Fair Housing and Equity assessment into suitability analysis as appropriate	Analysis of segregation and integration, diversity, concentrated areas of poverty, and access to areas of high opportunity	University of Florida Shimberg Center for Housing Studies and the ECFRPC	Q1 2014	Completed analysis of segregation and integration, diversity, concentrated areas of poverty, and access to areas of high opportunity	Review by Consortium and Affordable Housing Working Group
Task 4.6	Complete elements of Regional Fair Housing and Equity Assessment per HUD requirements (documented in January 2012 Program Guidance)	Regional Fair Housing and Equity Assessment (FHEA) submittal to HUD	ECFRPC	Q3 2014	Completed FHEA analysis	Acceptance by HUD

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.0: Station Area Planning Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment. Value communities and neighborhoods Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations						
TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.1	Develop planning guidelines for station area working groups	Planning guidelines for station area working groups	Core Consortium	Q1 2015	Documented regional outreach guidelines with performance measures.	Review by Core Consortium and Consortium
Task 5.2	Monitor station area planning efforts	Summary of station area planning efforts	Core Consortium and ECFRPC	Q1 2015	Summary of station area planning efforts	Review by Core Consortium and Consortium
Task 5.3	Review station area planning recommendations; Station area plan document – addresses consistency with livability principles and East Central Florida 2060 plan	Summary of station area planning recommendations	Core Consortium and ECFRPC	Q1 2015	Summary of station area planning recommendations	Review by Core Consortium and Consortium
Task 5.4	Identify lessons learned	Summary of lessons learned	Core Consortium and ECFRPC	Q1 2015	Summary of lessons learned	Review by Core Consortium and Consortium

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.1: DeBary Station Area Plan

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment; Value communities and neighborhoods
 Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.1.1	Conduct an infrastructure and feasibility study and develop a guide to create transportation design for livable communities	Infrastructure and feasibility study; Guide to create transportation design for livable communities (TDLC)	City of DeBary	Q3 2013	Completed documents	City Approval
Task 5.1.2	Evaluate multi-use trail and pedestrian and bicycle accommodations; Develop an operations plan along U.S. 17-92, and develop recommendations for a quality pedestrian environment	U.S. 17-92 operations plan with recommendations for quality pedestrian environment	City of DeBary	Q3 2013	Completed documents	City Approval
Task 5.1.3	Develop a Master Stormwater Plan for the U.S. 17-92 corridor to incentivize TOD at the SunRail station	Master Stormwater Plan for U.S. 17-92 corridor	City of DeBary	Q3 2013	Completed documents	City Approval

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.2: Sanford Station Area Plan

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment. Value communities and neighborhoods

Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.2.1	Conduct outreach and inclusion process; Coordinated with Seminole County's \$1.425 million grant efforts	Report on outreach efforts; Report on coordination efforts	Seminole County	Q2 2014	Documentation (report) on outreach associated with station area.	Report approval by Equity and Advisory Oversight group and Core Consortium
Task 5.2.2	Affordable housing assessment of minority and underserved populations in conjunction with the Shimberg Center	Part of Activity 4	Shimberg Center	Q1 2014		
Task 5.2.3	Economic Analysis - Evaluate development opportunities in the station and surrounding area and incorporate TOD criteria including a mix of jobs and housing types in an area with an existing low income and minority population for time periods 2013-2021 and 2022-2030	Station area economic analysis report	Seminole County	Q2 2014	Development scenario evaluation indicating development potential depending on jurisdictional involvement	County approval
Task 5.2.4	Prepare 3 development scenarios; Evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns	Report on development scenarios	Seminole County	Q2 2014	Development scenario evaluation indicating development potential depending on jurisdictional involvement	County approval
Task 5.2.5	Prepare a list of complete street/safe street projects and policies, and a sidewalk plan	List of complete street/safe street projects and policies and a sidewalk plan	Seminole County	Q2 2014	Complete street/safe street projects list and policies and sidewalk plan	County approval
Task 5.2.6	Prepare recommendations	Recommendations report	Seminole County	Q2 2014	Recommendations report	Core Consortium Approval

ORGANIZE FOR SUCCESS

Livability Principles Addressed:

Long Term Outcomes:

Activity 5.3: Longwood Station Area Plan

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment in communities and neighborhoods

Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.3.1	Conduct outreach and inclusion process; hold public meetings with residents to seek input regarding street sections and to inform the public about the transportation options provided by this effort	Report on outreach efforts	City of Longwood	Q2 2014	Documentation (report) on outreach associated with station area.	City Approval
Task 5.3.2	Prepare 60% design plans for a multi-use bicycle and pedestrian network connecting neighborhoods to jobs and transit while creating a crucial connection to existing regional trail networks.	60% design plans for a multi-use bicycle and pedestrian network	City of Longwood	Q2 2013	Approved 60% design plans	City Engineer Approval
Task 5.3.3	Prepare final design plans for a multi-use bicycle and pedestrian network.	Final design plans for a multi-use bicycle and pedestrian network.	City of Longwood	Q3 2013	Approved final design plans	City Engineer Approval
Task 5.3.4	Acquire right-of-way (if required) to allow for the completion of the proposed project	Right-of-way closing (if required)	City of Longwood	Q3 2014	Closed right-of-way purchase	City Approval
Task 5.3.5	Revise construction drawings should the land acquisition process necessitate any deviations to the final design plans	Revised construction drawings as required	City of Longwood	Q4 2013	Approved revised construction drawings	City Approval
Task 5.3.6	Evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns	Recommended comprehensive plan changes	City of Longwood	Q1 2014	Documentation for recommended comprehensive plan changes	City Approval

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.4: Altamonte Springs Station Area Plan

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment. Value communities and neighborhoods

Increase in the share of residential and commercial construction on underutilized mill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.4.1	Conduct outreach and inclusion of minority and underserved populations	Report on outreach efforts; Report on coordination efforts	Seminole County	Q2 2014	Documentation (report) on outreach associated with station area.	Report approval by Equity and Advisory Oversight group and Core Consortium
Task 5.4.2	Develop a station area and sidewalk plan; include economic analysis and evaluation of development opportunities in the station and surrounding area and incorporate TOD criteria including a mix of jobs and housing types in an area with an existing low income and minority population for time periods 2013-2021 and 2022-2030	Station area economic analysis report	Seminole County	Q2 2014	Development scenario evaluation indicating development potential depending on jurisdictional involvement	County approval
Task 5.4.3	Evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns	Recommended comprehensive plan changes	City of Longwood	Q1 2014	Documentation for recommended comprehensive plan changes	County approval

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.5: LYNX Central Station Area Plan Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment; Value communities and neighborhoods Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations						
TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.5.1	Improve pedestrian and bicycle connectivity between the Lynx Central Station in Downtown Orlando and the Parramore low income minority neighborhood	Plans to improve pedestrian and bicycle connectivity between the Lynx Central Station in Downtown Orlando	City of Orlando/Consultant	Q3 2013	Adopted plan	City Approval
Task 5.5.2	Conduct master planning and pre-design tasks, pre-design meetings with permitting agencies, LEED certification analysis, survey, geotechnical engineering, and utility coordination services	Pre-design plans	City of Orlando/Consultant	Q4 2012	Approved pre-design plans	City Approval
Task 5.5.3	Prepare design plans for enhanced pedestrian and multimodal connectivity	Final design plans	City of Orlando/Consultant	Q2 2013	Approved design plans	City Approval
Task 5.5.4	Complete permitting	Permits	City of Orlando/Consultant	Q3 2013	Approved permits	City Approval

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Livability Principles Addressed:

Long Term Outcomes:

Activity 5.6: Sand Land Station Area Plan Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment. Value communities and neighborhoods Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations						
TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.6.1	Conduct stakeholder and public engagement	Public Participation Plan and summary of outreach efforts	Orange County	Q1 2013	Documentation of outreach	County Approval
Task 5.6.2	Review existing conditions and collect/compile data including identification of travel, land use, and community characteristics	Existing Conditions and Characteristics Summary Report	Orange County	Q2 2013	Completed Summary Report	County Approval
Task 5.6.3	Identify station area/corridor needs	Station Area/Corridor Needs and Visioning Summary Report	Orange County	Q3 2013	Completed Summary Report	County Approval

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Activity 5.7: Lessons Learned

Provide more transportation choices; Promote equitable, affordable housing; Enhance economic competitiveness; Support existing communities; Coordinate policies and leverage investment in Value communities and neighborhoods

Long Term Outcomes: Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations

TASK	DESCRIPTION	DELIVERABLE	RESPONSIBILITY	DUE	MEASURES	EVALUATION
Task 5.7.1	Summarize experiences with best practices that are shown to achieve desirable results; Note techniques that do not achieve desired results with the communities	A library demonstrating best practices and lessons learned in inclusive community engagement	ECFRPC	Q1 2014	Complete library demonstrating best practices and lessons learned in inclusive community engagement	Steering Committee approval
Task 5.7.2	Assemble a common list of best practices to share with other local governments representing future SunRail stations, as well as transit-oriented developments throughout the region	A summary document (memorandum and presentation materials) for use in disseminating lessons information to the Consortium and partnership	ECFRPC	Q2 2014	Completed summary document (memorandum and presentation materials) for use in disseminating lessons information to the Consortium and partnership	Steering Committee approval
Task 5.7.3	Make presentations on best practices and lessons learned to Consortium members, stakeholders and regional partners	A summary of efforts undertaken to share information (event/meeting dates and attendance)	ECFRPC	Q4 2014	Completed summary report of efforts undertaken to share information (event/meeting dates and attendance)	Steering Committee approval

East Central Florida Regional Planning Council												Work Plan Attachment 2 Gantt Timeline																								
East Central Florida Sustainable Communities Regional Planning Grant																																				
May 2012																																				
2012												2013												2014												
Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activity 1: Project Management																																				
Activity 2: Consortium Management																																				
Activity 3: Outreach and Engagement																																				
Activity 4: Affordable Housing Study																																				
Activity 5.0: Station Area Planning																																				
Activity 5.1: DeBary Station Area Plan																																				
Activity 5.2: Sanford Station Area Plan																																				
Activity 5.3: Longwood Station Area Plan																																				
Activity 5.4: Altamonte Springs Station Area Plan																																				
Activity 5.5: LYNX Central Station Area Plan																																				
Activity 5.6: Sand Lake Station Area Plan																																				
Activity 5.7: Lessons Learned																																				

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Seminole County		
<i>Address:</i>	1011 East First St.		
<i>City/State/ZIP:</i>	Sanford, FL 32771		
<i>Phone:</i>	407/665-7382	<i>Value of In-Kind or Cash Match Contribution:</i>	\$63,357.97 – 20%.
<i>Facsimile:</i>	(407) 665-7385		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Yes		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Nicole Guillet	<i>Name:</i>	Dick Boyer
<i>Title:</i>	Seminole County/Director of Growth Management	<i>Title:</i>	Seminole County/ Senior Planner
<i>Phone:</i>	407/665-7382	<i>Phone:</i>	407/665-7382
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<i>Facsimile:</i>	(407) 665-7385	<i>Facsimile:</i>	(407) 665-7385

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

Activity 5.2: Sanford Station Area Plan

Seminole County and the City of Sanford will work together to develop a commuter rail station area plan that will facilitate the development of a corridor of commerce and sustainable compact urban development to increase economic competitiveness and to reduce environmental impacts. The plan will evaluate development opportunities in the station and surrounding area and incorporate TOD criteria including a mix of jobs and housing types in an area with an existing low income and minority population. The plan will evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns.

This plan will include outreach and inclusion of minority and underserved populations, an affordable housing assessment component in conjunction with the Shimberg Center, an economic analysis of the area, preparation of a list of complete street/safe street projects and policies, and a sidewalk plan. There will be an emphasis on major job potential in the station area.

The plan will be coordinated with work to be undertaken by Seminole County related to a \$1.425 million grant under the FTA's Section 5309 Bus and Bus Facility Program to provide partial funding for station enhancements to the future SunRail stations in East Altamonte, Lake Mary, Longwood, and Sanford. The enhancements are scheduled to be completed by 2013.

Activity 5.4: Altamonte Springs Station Area Plan

Seminole County will partner with the predominantly African American East Altamonte neighborhood in unincorporated Seminole County to develop a station area and sidewalk plan. The objective of the task is to improve pedestrian and bicycle access to and from a low-income/minority community located to the northeast of the Altamonte Springs SunRail station.

Consortium Participants and Commitments

Appendix 3

The plan includes the design of bicycle and pedestrian connections along six streets between the station and the surrounding low income and minority neighborhood. The plan will evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns.

This plan will include outreach and inclusion of minority and underserved populations, an affordable housing component in conjunction with the Shimberg Center, an economic analysis of the area, and a sidewalk plan.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	City of DeBary		
<i>Address:</i>	16 Columba Rd.		
<i>City/State/ZIP:</i>	DeBary, FL 32713		
<i>Phone:</i>	386/668-2040	<i>Value of In-Kind or Cash Match Contribution:</i>	\$33,790.91 – 20%
<i>Facsimile:</i>			
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at the time
<i>Sub-Recipient?</i>	Yes		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

The City of DeBary's objective is to complete an infrastructure and feasibility study for the City's Transit Oriented Development (TOD) overlay area that will improve the range of transportation choices supporting the SunRail station by adding or improving pedestrian, transit, and bicycle facilities and by improving links between these facilities. The objective of the study is to identify what types of infrastructure improvements and/or regulations are needed and to provide an implementation plan including a preliminary pedestrian and bicycle master plan. In addition, the study will help to identify work force housing needs in conjunction with the Shimberg Center.

The City, located in southern Volusia County, recognizes that there is a link between pedestrian, bicycle, and traffic calming improvements and economic development. Improving the pedestrian environment can improve the competitiveness of retail and business districts and increase property values. In addition, pedestrian and transit connections near transit stops support and encourage high density housing and mixed use development as advocated by the City's TOD overlay and regulating plan. Mixed use development and higher density housing adjacent to the SunRail station will help provide work force housing.

The City established a TOD Overlay District in its Comprehensive Plan and adopted goals, objectives, and policies that relate to the future commuter rail station and the property within the Overlay. The City's TOD overlay encompasses approximately 261 acres within the City's Southeast Mixed Use Future Land Use Category. The City also created and adopted a TOD regulating plan to incorporate the TOD Overlay District into the City's Land Development Code (LDC). The TOD regulating plan encourages compact mixed-use development within a quarter to half mile of the SunRail station and promotes higher densities (in terms of dwelling units per acre) within the quarter mile then stepping down in density, intensity and height. The City's TOD overlay supports compact land use patterns that provide energy efficiency and multi-modal transportation

Consortium Participants and Commitments

Appendix 3

options with minimum residential densities of 14 dwelling units per acre and maximum densities of 32 dwelling units per acre and a floor area ratio of 2.0.

The focus of the task will be to conduct an infrastructure and feasibility study and to develop a guide to create transportation design for livable communities. The city will evaluate the multi-use trail and pedestrian and bicycle accommodations and operations plan along U.S. 17-92, and develop recommendations for a quality pedestrian environment. The task includes a Master Stormwater Plan for the corridor to incentivize TOD at the SunRail station.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	City of Longwood		
<i>Address:</i>	174 Church St.		
<i>City/State/ZIP:</i>	Longwood, FL 32750		
<i>Phone:</i>	407/260-3462	<i>Value of In-Kind or Cash Match Contribution:</i>	\$84,477.29 – 20%
<i>Facsimile:</i>	407/263-2336		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Yes		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Sheryl L. Bower	<i>Name:</i>	Chris Kintner
<i>Title:</i>	Community Development Director	<i>Title:</i>	Planner
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<i>Email:</i>	sbower@longwoodfl.org	<i>Email:</i>	ckintner@longwood.org
<i>Facsimile:</i>	407/263-2336	<i>Facsimile:</i>	407/263-2336

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
<p>The goals of this station area plan are to improve access to jobs, increase economic competitiveness, promote sustainable and compact development, and reduce environmental impacts. The City of Longwood station area will be designed with pedestrian and bicycle friendly facilities to connect jobs and neighborhoods within a half mile walk or three mile bicycle radius of the station. The plan will focus on County Road 427, Church Avenue, Oleander Street, Myrtle Street, and Longwood Street. The acquisition of right-of-way may be necessary depending on the development of the station area plan, and this will be determined after studies are conducted. These studies will identify market/redevelopment opportunities, create a strategy for niche development, and expand existing industrial and service industry to create new living-wage jobs in the walk/bike shed of the City's new transit station and the City's designated Brownfield areas.</p> <p>The plan will evaluate the need for changes to the comprehensive plan or for overlay zoning to achieve the desired station area development patterns.</p> <p>The City of Longwood will hold public meetings with residents to seek input regarding street sections and to inform the public about the transportation options provided by this effort. The City of Longwood will prepare construction-ready drawings for a multi-use bicycle and pedestrian network connecting neighborhoods to jobs and transit while creating a crucial connection to existing regional trail networks.</p> <p>In the final phase, the City will acquire the right-of-way (If required) to allow for the completion of the proposed project. There will also be an allowance for the revision of construction drawings should the land acquisition process necessitate any deviations to the final design plans. Should the City's consultant identify that no right-of-way acquisition is necessary, or should there be enough resources remaining to complete</p>

Consortium Participants and Commitments

Appendix 3

construction drawings for a section of Longwood Street, this activity will be included in a future phase.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Orange County		
<i>Address:</i>	201 South Rosalind Ave.		
<i>City/State/ZIP:</i>	Orlando, FL 32801		
<i>Phone:</i>	407/836-5610	<i>Value of In-Kind or Cash Match Contribution:</i>	\$25,343.18 – 20%
<i>Facsimile:</i>	407/836-7399		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Yes		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	James E. Harrison	<i>Name:</i>	Carla Bell-Johnson
<i>Title:</i>	Assistant County Administrator	<i>Title:</i>	Assistant to the Director
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<i>Email:</i>	jim.harrison@ocfl.net	<i>Email:</i>	carla.johnson@ocfl.net
<i>Facsimile:</i>	407/836-7399	<i>Facsimile:</i>	407/836-7399

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
<p>Orange County will complete a corridor planning study to evaluate the most appropriate use of Transportation Design for Livable Communities (TDLC) standards established in the Florida Department of Transportation Plans Preparation Manual. These standards will be initially for use on Orange Avenue in the vicinity of the Sand Lake SunRail station, where there is a large low income and minority population, and will ultimately be used throughout the County in transit-oriented applications. Study efforts will include identification of corridor needs, an alternatives evaluation, a management plan and schedule.</p> <p>The scope is tailored to help transform the SunRail Station area transportation network into one that is multimodal, urban, context-sensitive, and supportive of planned transit-oriented development. User-friendly pedestrian facilities and amenities connecting the SunRail Station to other land uses will be a major focus of this study. In addition, a context sensitive design approach will be applied to a portion of Orange Avenue in the immediate area of the station location, thereby ensuring the full range of opportunities to integrate transportation and land uses in the area are considered and ultimately implemented.</p> <p>The study will include stakeholder and public engagement.</p>

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	City of Orlando		
<i>Address:</i>	400 S. Orange Ave.		
<i>City/State/ZIP:</i>	Orlando, FL 32802		
<i>Phone:</i>	407/246-2121	<i>Value of In-Kind or Cash Match Contribution:</i>	\$139,387.53 – 20%
<i>Facsimile:</i>			
<i>Core Member?</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Yes		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Mayor Buddy Dyer	<i>Name:</i>	Mary-Stewart Droege
<i>Title:</i>	Mayor	<i>Title:</i>	Planner III
<i>Phone:</i>	407/246-2121	<i>Phone:</i>	407/246-3276
<i>Email:</i>	buddy.dyer@cityoforlando.net	<i>Email:</i>	mary-stewart.droege@cityoforlando.net
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LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

Creative Village, the signature public/private redevelopment project for Orlando, will reinvent a 60-acre section of downtown as a live, work, learn, and play sustainable community built around a foundation of technology-based commerce and educational opportunities, mixed-income and attainable housing, neighborhood commercial space, public open spaces, and multimodal transportation options. As part of the vision for the Creative Village redevelopment project, the City of Orlando has partnered with Creative Village Development, LLC (CVD) to improve community connectivity and provide attainable housing options with direct access to the adjacent LYNX Central Station, a multimodal transit center that currently offers bus, BRT, vanpool, paratransit, and community circulator services and future SunRail commuter rail service. Creative Village offers the foundation for the rejuvenation of a neighborhood that has become an area of disinvestment and disconnection from the downtown urban core. Creative Village will offer all of the dynamics of true transit oriented development.

The livability and mobility objectives associated with the LYNX Central Station Area Plan include:

- Offer attainable housing that has direct access to the LYNX Central Station and to the residents of the Callahan and Parramore neighborhoods – two low income, minority sections of downtown Orlando designated as Title VI communities - through the planning, design, and permitting of the necessary roadways and public infrastructure improvements within the new transit-oriented, sustainable community;
- Reestablish the currently disjointed street grid to create opportunities for the residents of the Callahan and Parramore neighborhoods to access regional commerce opportunities through improved connectivity to LYNX Central Station and provide a mechanism for the construction of office and educational

development that will establish Creative Village as a regional cluster of high-tech/digital commerce;

- Improve multimodal (bike, pedestrian, transit) transportation opportunities for the residents of the Callahan and Parramore neighborhoods and Creative Village; and
- Utilize public outreach meetings and design charrettes to continue to engage the public and community stakeholder on the plans for Creative Village.

These opportunities to provide affordable housing and improve connectivity to the LYNX Central Station and region will be initiated through the planning, design, and permitting of the necessary public infrastructure that will then allow for vertical construction. The HUD Sustainable Communities Regional Planning Grant will provide the necessary funding to complete the following critical components:

1. The City of Orlando and CVD have for the past three years been engaged in a public outreach campaign centered on keeping the residents of the Parramore informed of and engaged in the planning and progression of the Creative Village project. As part of the workplan associated with the HUD Sustainable Communities Regional Planning Grant, CVD is fully committed to continuing the public outreach and engagement plan to the community through the life of the grant and beyond.
2. CVD will assist in the dissemination of demographic and housing data already collected as part of the ongoing assessment of the area for the Creative Village project for use as part of the Shimberg Center's Affordable Housing Study.
3. Master planning, pre-design meetings with permitting agencies, LEED certification analysis, survey, geotechnical engineering, and utility coordination services.
4. Master engineering and design services associated with specific areas in Creative Village to include roadways with BRT exclusive lanes where required, sidewalks, intersection improvements, water, sanitary sewer infrastructure, irrigation, drainage, soft utility (cable, telecommunication, etc.) infrastructure, street lights, landscape, streetscape (street furniture, trash receptacles, newspaper racks, etc.), hardscape, and street signage design components.
5. Submittal of plans and applications and payment of application fees to necessary permitting agencies of the associated improvements.
6. Administration and management of the grant activities and management of the overall project process including associated consultant activity.

The Chart below shows how the HUD Sustainable Communities Planning Grant funds will be used to advance the Creative Village project:

Consortium Participants and Commitments

Appendix 3

8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Description of Task
PREDESIGN	1	\$143,189	\$ 143,189	\$ 119,324	\$ 23,865	Public Outreach, coordination with Shimberg Center, master planning, pre-design meetings with permitting agencies, LEED certification analysis, survey, geotechnical engineering and utility coordination services
DESIGN	1	\$591,341	\$591,341	\$492,784	\$98,557	Master engineering and design services associated with proposed Amelia Street and those portions of proposed Livingston Street not being designed and constructed as part of the TIGER II Grant Award. Design and engineering services associated with roadway with BRT exclusive lanes, sidewalks, intersection improvements, water, sanitary sewer infrastructure, drainage, soft utility (cable, telecommunication, etc.) infrastructure, street lights, landscape, streetscape (street furniture, trash receptacles, newspaper racks, etc.) and hardscape, street signage components
PERMITTING	1	\$ 43,252	\$ 43,252	\$ 36,044	\$ 7,209	Submittal of plans and applications and payment of application fees to necessary permitting agencies.
PROJECT MANAGEMENT	1	\$ 58,543	\$ 58,543	\$ 48,786	\$ 9,757	Administration and management of grant and management of overall project process and consultants.
TOTAL PROJECT FEES			\$ 836,325	\$ 696,938	\$ 139,388	

Work will be coordinated with three significant grants awarded to cover planning in the same area:

- The City of Orlando received a \$10 million capital grant through the U.S. Department of Transportation's Transportation Investment Generating Economic Recovery (TIGER) II. The grant will support the Parramore bus rapid transit (BRT) project, which will provide premium transit service from the LYNX Central Station (a future SunRail station) in downtown Orlando to employment centers and other locations to the west of Interstate 4, including the Creative Village project, the Amway Center, Florida A&M University Law School, the Federal courthouse, and the low-income Parramore and Callahan neighborhoods. This project is expected to be operational in 2013, prior to the start of SunRail service.
- LYNX received \$9.92 million in funding under the Federal Transit Administration (FTA)'s New Starts funding to support east/west expansion of its LYMMO BRT system in downtown Orlando. The East/West BRT will provide a connection through downtown Orlando, providing service to the Church Street SunRail station, the Downtown Performing Arts Center, Amway Center, Parramore BRT, and the Thornton Park neighborhood. The East/West BRT will begin operation in 2014.
- LYNX also received a \$1.22 million Bus Livability Grant from FTA to develop the LYNX-Orlando Trail along a corridor known as Gertrude's Walk. This trail will provide a key link between downtown residential and business areas and downtown transit stations, including the LYNX Central Station and Church Street Station. The trail will be the backbone for a trail system into and through downtown Orlando. The initial phase of the project will be completed prior to 2014.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Creative Village Development, LLC		
<i>Address:</i>	801 North Orange Ave., suite 530		
<i>City/State/ZIP:</i>	Orlando, FL 32801		
<i>Phone:</i>	980/388-7174	<i>Value of In-Kind or Cash Match Contribution:</i>	\$139,387.53 – 20% (in conjunction with the City of Orlando)
<i>Facsimile:</i>	980-386-6662		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Indirectly through the City of Orlando		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Nancy Crown	<i>Name:</i>	Eileen Pope
<i>Title:</i>	Senior Vice President	<i>Title:</i>	Senior Vice President
<i>Phone:</i>	980/388-7174	<i>Phone:</i>	980-387-2727
<i>Email:</i>	nancy.crown@bami.com	<i>Email:</i>	eileen.m.pope@bami.com
<i>Facsimile:</i>	980-386-6662	<i>Facsimile:</i>	980-386-6662

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Please see City of Orlando Activities

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Shimberg Center for Housing Studies, University of Florida		
<i>Address:</i>	P.O. Box 115703		
<i>City/State/ZIP:</i>	Gainesville, FL 32611		
<i>Phone:</i>	352/273-1192	<i>Value of In-Kind or Cash Match Contribution:</i>	\$33,790.91 – 20%
<i>Facsimile:</i>	352/392-4364		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	None at this time
<i>Sub-Recipient?</i>	Yes		

		<i>Alternate/Designee:</i>	
<i>Name:</i>	William O'Dell	<i>Name:</i>	Liz Thompson
<i>Title:</i>	Associate Director	<i>Title:</i>	GIS Analyst
<i>Phone:</i>	352/273-1192	<i>Phone:</i>	352/273-1191
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<i>Facsimile:</i>	352/392-4364	<i>Facsimile:</i>	352/392-4364

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

The objectives of this task are to:

- Determine the need for affordable housing in the vicinity of the stations along SunRail; and
- Formulate appropriate strategies to provide sufficient inclusive and attainable housing and lessen the cost burden felt by households throughout the region.

The University of Florida's Shimberg Center for Housing Studies will analyze each of the 12 Phase I SunRail station stops that are committed to begin service in 2014. The Shimberg Center will use two GIS-based models to address affordable housing: the Affordable Housing Suitability (AHS) model and the Affordable Housing Needs Assessment (AHNA) model. The models can estimate and project demand and identify the spatial relationship between jobs and housing at both neighborhood and regional levels. The Consortium will use the results of the analysis to set benchmarks for fair housing and the location of affordable housing near transit.

The AHS model is designed to evaluate the suitability of sites for affordable housing development and preservation. The model takes a comprehensive approach to assess the suitability of land for affordable housing. It incorporates research on affordable housing outcomes, in particular how environmental characteristics, neighborhood socioeconomic conditions, accessibility to neighborhood services and facilities, housing demand, and transportation efficiency interact and contribute to sustainable communities. The model can be scaled to support neighborhood-level decisions in a regional framework, and offers a means to balance and integrate diverse planning goals, highlight the tension between potentially competing affordable housing goals, and visualize outcomes of policy alternatives within the context of developing and preserving affordable housing.

The AHNA is a hybrid model that couples population and employment data to generate estimates of affordable housing demand. The population-based portion of the model uses population projections from University of Florida's Bureau of Economic and Business Research as well as household characteristics from the Census to generate projections of households by tenure, housing cost burden, elderly status, and income as a percentage of area median income. The employment-driven portion of the model uses data from the Longitudinal Employer-Household Dynamics (LEHD) and other Census datasets to estimate the affordable housing demand generated by concentrations of low-wage employment in the region.

The **Affordable Housing Working Group**, working with the Nonprofit Housing Roundtable for Central Florida, will review and assess the outcomes and recommendations from the affordable housing study analysis to develop coordinated and consistent affordable housing policies and plans for the SunRail station areas individually and collectively. The Working Group will recommend strategies and financing opportunities to encourage and incentivize the provision of any needed affordable housing.

The station area plans, with their emphasis on minority and/or lower-income neighborhoods and leveraging SunRail as a major public investment, will follow HUD guidelines and develop some of the elements of a fair housing and equity assessment. The Shimberg Center may use HUD fair housing and equity data as appropriate as a source for or supplement to its housing models, and the six station area plans will address the principles of fair housing and equity at a local scale. The Consortium will recommend how the station area housing analyses can be extended to the regional scale.

Products will include:

- Affordable housing analysis for 12 station areas;
- Summary of identified needs for affordable housing for each station area;
- Meeting summaries for Affordable Housing Working Group; and
- Review and comment on fair housing and equity assessment activities.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Brevard County		
<i>Address:</i>	2725 Judge Fran Jamieson Way		
<i>City/State/ZIP:</i>	Viera, FL 32940		
<i>Phone:</i>	321/633-2000	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	321/454-6602		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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<i>Facsimile:</i>	321/454-6602	<i>Facsimile:</i>	321/633-2074

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Lake County		
<i>Address:</i>	P.O. Box 7800		
<i>City/State/ZIP:</i>	Tavares, FL 32778		
<i>Phone:</i>	352/343-9800	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>			
<i>Core Member?:</i>	Y / N	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	Y / N		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Osceola County		
<i>Address:</i>	1 Courthouse Square		
<i>City/State/ZIP:</i>	Kissimmee, FL 32741		
<i>Phone:</i>	407/742-2275	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/742-2391		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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<i>Email:</i>	barr@osceola.org	<i>Email:</i>	dtom@osceola.org
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LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Volusia County		
<i>Address:</i>	123 W. Indiana Ave.		
<i>City/State/ZIP:</i>	DeLand, FL 32720		
<i>Phone:</i>	386/736-2700	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	386/943-7028		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Patricia Northey	<i>Name:</i>	Jon Cheney
<i>Title:</i>	Volusia County Councilwoman	<i>Title:</i>	County Engineer
<i>Phone:</i>	386-740-5247	<i>Phone:</i>	386/736-5968
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<i>Facsimile:</i>	386/943-7028	<i>Facsimile:</i>	386/740-5242

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Volusia County Transportation Planning Organization		
<i>Address:</i>	2570 W. International Speedway Blvd., Suite 120		
<i>City/State/ZIP:</i>	Daytona Beach, FL 32114		
<i>Phone:</i>	386/226-0422	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	386/226-0428		
<i>Core Member?</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Lois Bollenback	<i>Name:</i>	Carole Hinkley
<i>Title:</i>	Interim Executive Director	<i>Title:</i>	Transit Planner
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<i>Email:</i>	lbollenback@volusiatpo.org	<i>Email:</i>	cmhinkley@volusiatpo.org
<i>Facsimile:</i>	386/226-0428	<i>Facsimile:</i>	386/226-0428

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Metroplan Orlando		
<i>Address:</i>	315 East Robinson St.		
<i>City/State/ZIP:</i>	Orlando, FL, 32801		
<i>Phone:</i>	407/481-5672	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/481-5680		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	\$\$/Staff time
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Harold Barley	<i>Name:</i>	Gary Huttman
<i>Title:</i>	Executive Director	<i>Title:</i>	Planning Director
<i>Phone:</i>	407/481-5672	<i>Phone:</i>	407/481-5672
<i>Email:</i>	hbarley@metroplanorlando.com	<i>Email:</i>	ghuttman@metroplanorlando.com
<i>Facsimile:</i>	407/481-5680	<i>Facsimile:</i>	407/481-5680

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

Participate in Consortium meetings, core consortium and other committees as needed. Working to provide staff time and/or funding toward outreach and affordable housing studies, as determined appropriate by Metroplan Orlando.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Florida Department of Transportation		
<i>Address:</i>	133 Semoran Blvd.		
<i>City/State/ZIP:</i>	Orlando, FL 32807		
<i>Phone:</i>	386/943-5475	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	386/943-5661		
<i>Core Member?:</i>	Y	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?:</i>	N		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Noranne Downs	<i>Name:</i>	Marianne Gurnee
<i>Title:</i>	Florida Department of Transportation, District 5 Secretary	<i>Title:</i>	SunRail Public Liaison
<i>Phone:</i>	386/943-5475	<i>Phone:</i>	407/ 492-0836
<i>Email:</i>	noranne.downs@dot.state.fl.us	<i>Email:</i>	marianne.gurnee@dot.myflorida.com
<i>Facsimile:</i>	386/943-5661	<i>Facsimile:</i>	407/492-4188

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings, core consortium and other committees as needed.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	LYNX		
<i>Address:</i>	455 N. Garland Ave.		
<i>City/State/ZIP:</i>	Orlando, FL 32801		
<i>Phone:</i>	407/841-2279	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/254-6409		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	John Lewis	<i>Name:</i>	Catherine Porter
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<i>Phone:</i>	407/841-2279	<i>Phone:</i>	407/841-2279
<i>Email:</i>	ejohnson@golynx.com	<i>Email:</i>	cporter@golynx.com
<i>Facsimile:</i>	407/254-6409	<i>Facsimile:</i>	407/ 254-6409

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Orlando Health		
<i>Address:</i>	1414 Kuhl Ave.		
<i>City/State/ZIP:</i>	Orlando, FL 32806		
<i>Phone:</i>	321/843-7000	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/237-6328		
<i>Core Member?</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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<i>Facsimile:</i>	407/237-6328	<i>Facsimile:</i>	407/237-6328

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
Organization Name	City of Deltona		
Address:	2345 Providence Blvd.		
City/State/ZIP:	Deltona, FL 32725		
Phone:	386/878-8600	Value of In-Kind or Cash Match Contribution:	NA
Facsimile:	386/878-8601		
Core Member?:	No	Value of Additional Leveraged Funds Contribution:	NA
Sub-Recipient?:	No		

DESIGNATED REPRESENTATIVE(S)			
Primary Contact:		Alternate/Designee:	
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Title:	DIRECTOR, PLANNING & DEV.	Title:	ASSISTANT DIRECTOR, PLANNING & DEVELOP.
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Facsimile:	386.878.8601	Facsimile:	386.878.8601

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	City of Palm Bay		
<i>Address:</i>	120 Malabar Road SE		
<i>City/State/ZIP:</i>	Palm Bay, FL 32907		
<i>Phone:</i>	321/733-3042	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	(321) 952-3400		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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<i>Facsimile:</i>	(321) 409-7134	<i>Facsimile:</i>	(321) 952-3472

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	City of Daytona Beach		
<i>Address:</i>	301 S. Ridgewood Ave.		
<i>City/State/ZIP:</i>	Daytona Beach, FL 32114		
<i>Phone:</i>	386/671-8000	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	386/671-8130		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Health Council of East Central Florida		
<i>Address:</i>	2461 West SR 426, Suite 2041		
<i>City/State/ZIP:</i>	Oviedo, FL 32765		
<i>Phone:</i>	407/977-1610	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/977-1611		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
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<i>Facsimile:</i>	407/977-1611	<i>Facsimile:</i>	407/977-1611

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Nonprofit Housing Roundtable of Central Florida		
<i>Address:</i>	P.O. box 948006		
<i>City/State/ZIP:</i>	Maitland, FL 32794-8006		
<i>Phone:</i>	407/645-1129	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	407/645-1158		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?:</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	John Hazelroth	<i>Name:</i>	Katie Porta
<i>Title:</i>	Administrator	<i>Title:</i>	President
<i>Phone:</i>	407/645-1129	<i>Phone:</i>	407/218-4300 x4371
<i>Email:</i>	jphazelroth@hotmail.com	<i>Email:</i>	kporta@questinc.org
<i>Facsimile:</i>	407/645-1158	<i>Facsimile:</i>	407/218-4301

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings and work with the Affordable Housing Technical Working Group

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Central Florida Urban Land Institute		
<i>Address:</i>	964 Lake Baldwin Lane, Suite 100		
<i>City/State/ZIP:</i>	Orlando, FL 32814		
<i>Phone:</i>	407/325-3348	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	352/343-3524		
<i>Core Member?:</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Cecelia Bonifay	<i>Name:</i>	James Sellen
<i>Title:</i>	Chapter Chair	<i>Title:</i>	Strategic Advisor
<i>Phone:</i>	407/758-0192	<i>Phone:</i>	407/ 839-4006
<i>Email:</i>	cbonifay@akerman.com	<i>Email:</i>	James.Sellen@MSCWinc.com
<i>Facsimile:</i>	352/343-3524	<i>Facsimile:</i>	407/839-4008

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	East Central Florida Regional Planning Council		
<i>Address:</i>	309 Cranes Roost Blvd., Suite 2000		
<i>City/State/ZIP:</i>	Altamonte Springs, FL 32701		
<i>Phone:</i>	407/262-7772	<i>Value of In-Kind or Cash Match Contribution:</i>	20% - \$99,852.16
<i>Facsimile:</i>	407/262-7788		
<i>Core Member?:</i>	Yes	<i>Value of Additional Leveraged Funds Contribution:</i>	To be determined
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Melanie Chase	<i>Name:</i>	Patty Sheehan
<i>Title:</i>	Chair	<i>Title:</i>	Vice Chair
<i>Phone:</i>	407/333-7337	<i>Phone:</i>	407/246-2004
<i>Email:</i>	melaniechase@chasefreeman.com	<i>Email:</i>	patty.sheehan@cityoforlando.net
<i>Facsimile:</i>	407/333-7335	<i>Facsimile:</i>	407/246-3010

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN

Facilitate community outreach and engagement, Develop and expand cross-cutting policies to revitalize and engage minority and low income neighborhoods. Convene Consortium and Core Consortium meetings. Identify and share lessons learned. Manage grant activities.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Lake-Sumter MPO		
<i>Address:</i>	1616 South 14 th St.		
<i>City/State/ZIP:</i>	Leesburg, FL 32748		
<i>Phone:</i>	352/315-0170	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	352/ 315-0993		
<i>Core Member?</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	T.J. Fish	<i>Name:</i>	Pamela Richmond
<i>Title:</i>	Executive Director	<i>Title:</i>	Project Manager
<i>Phone:</i>	352/315-010	<i>Phone:</i>	352/315-0170
<i>Email:</i>	tjfish@LakeSumterMPO.com	<i>Email:</i>	prichmond@LakeSumterMPO.com
<i>Facsimile:</i>	352/315-0993	<i>Facsimile:</i>	352/ 315-0993

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.

Consortium Participants and Commitments

Appendix 3

CONSORTIUM PARTICIPANT			
<i>Organization Name</i>	Space Coast Transportation Planning Organization		
<i>Address:</i>	2725 Judge Fran Jamieson Way		
<i>City/State/ZIP:</i>	Melbourne, FL 32940		
<i>Phone:</i>	321/690-6890	<i>Value of In-Kind or Cash Match Contribution:</i>	NA
<i>Facsimile:</i>	321/690-6827		
<i>Core Member?</i>	No	<i>Value of Additional Leveraged Funds Contribution:</i>	NA
<i>Sub-Recipient?</i>	No		

DESIGNATED REPRESENTATIVE(S)			
<i>Primary Contact:</i>		<i>Alternate/Designee:</i>	
<i>Name:</i>	Bob Kamm	<i>Name:</i>	Leigh Holt
<i>Title:</i>	Director	<i>Title:</i>	Multi-Modal Program Manager
<i>Phone:</i>	321/690-6890	<i>Phone:</i>	321/690-6869
<i>Email:</i>	bob.kamm@brevardcounty.us	<i>Email:</i>	leigh.holt@brevardcounty.us
<i>Facsimile:</i>	321/690-6827	<i>Facsimile:</i>	321/690-6827

LIST ACTIVITIES TO BE ACCOMPLISHED IN SUPPORT OF THE WORK PLAN
Participate in Consortium meetings.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 7 - C
SUBJECT: Request for consideration and approval of Creative Outdoor Advertising of America (COA) Agreement.

LOCATION:	City-wide
BACKGROUND:	On September 10, 2012, Creative Outdoor Advertising (COA) made a presentation to the City Commission at a workshop and described their StreetScaping program which involves the installation of street amenities, including waste cans and recycling containers with associated advertising. The City will receive 100% of the recycling income and 15% of the gross advertising revenues relating to the facilities. City staff was directed at the workshop to negotiate an agreement with COA and this is the resulting agreement.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	-0-
REVIEWED BY:	Deputy City Manager, Finance Director, Parks and Recreation Director, Planning and Development Services Director
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - Staff is recommending that the City Commission consider and approve the agreement between Creative Outdoor Advertising of America (COA) and the City of Deltona for a period of ten (10) years, commencing on November 1, 2012 and ending October 31, 2022.
POTENTIAL	

MOTION:

"I move to approve the agreement between Creative Outdoor Advertising of America (COA) and the City of Deltona for a period of ten (10) years, commencing on November 1, 2012 and ending October 31, 2022."

**AGENDA ITEM
APPROVED BY:**

Faith G. Miller, City Manager

ATTACHMENTS:

- COA Agreement

AGREEMENT

THIS AGREEMENT IS MADE THIS ____ day of _____, 2012, by and between the City of Deltona, Florida, a municipal corporation, (“City”) and Creative Outdoor Advertising of America, a corporation under the laws of _____ (“COA”), (collectively “parties”).

WHEREAS, COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

WHEREAS, COA has asked the City of Deltona for the privilege of placing such street amenities on untraveled portions of City rights-of-way within the jurisdiction of the City of Deltona; and

WHEREAS, the City of Deltona has two existing similar agreements with other companies, (“Pre-existing Agreements”), and has the authority and right to enter into this additional non-exclusive Agreement.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars) and the mutual covenants hereinafter contained, the parties do hereby agree as follows:

1. **Authorization of Amenities.** The City agrees to permit COA to install Amenities on untraveled portions of the City’s public rights of way within the jurisdiction of the City which do not conflict with structures already in use under the Pre-existing Agreements. It is understood and agreed that Amenities shall not be located in areas so as not to conflict with any structures authorized under the Pre-existing Agreements. If there is any question as to whether a proposed Amenity will conflict with any structures authorized under the Pre-existing Agreements, the City’s determination shall prevail. Decisions of the City under this Agreement shall be made by the City Manager, or her designee.

2. **Definition of Amenities.** For the purposes of this Agreement, the term “Amenities” means seating, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, advertising faces, a mounting pad for each Amenity, and an area of three feet surrounding all sides of each Amenity. The parties agree that the style, design, and location of the Amenities provided are to be approved in advance by the

City.

3. **Term.** The term of this Agreement shall be TEN (10) years commencing November 1, 2012 and ending October 31, 2022 (the “Term”) unless terminated earlier pursuant to the terms of this Agreement. A new Agreement will be reviewed with the potential for execution by both parties prior to the expiration of this Agreement.

4. **Location of Amenities.** COA agrees to install Amenities at locations that are suggested by COA and approved by the City. Amenities cannot be placed within the traffic sight triangle and are not to interfere with the vehicular or pedestrian rights of way. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters or structures installed under the Pre-existing Agreements.

5. **Ownership of Amenities.** It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA’s sole expense. If COA does not promptly, within thirty (30) days of the termination of the Agreement, remove the Amenities and restore the property as required, the City shall be authorized, but not required, to conduct such work at the sole expense of COA, only if the City has provided a written notice to COA of its intent to conduct such work at the sole expense of COA.

6. **Installation of Amenities.** COA agrees to install all Amenities on a mounting pad, unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA’s sole expense, a mounting pad for every Amenity installed pursuant to this Agreement where legally permissible per the City’s Code of Ordinances and where specifically permitted by the City. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the Amenity, and comply fully with the Americans with Disabilities Act. If the City requires a concrete mounting pad larger than three feet by seven feet, COA will be responsible for the cost of the additional concrete required. COA shall comply with all requirements of the City with respect to parking and street

occupancy during all installations and maintenance of Amenities. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and to remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity; or as required by the City. COA shall be solely responsible for obtaining all authorizations and permit and comply with all regulations before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. COA shall ensure that the installation of and all maintenance and repair of the Amenities is carried out in a proper and workmanlike manner, so as not to create hazards to utilities or the City and shall ensure the safety of pedestrians and the safe movement of vehicles at all times.

7. **Responsibility for re-construction after damage or destruction.** If damage or destruction of any Amenity occurs for any reason, including, but not limited to, automobile accident, construction by the City or any utility, or Act of God, COA will be responsible for replacing or repairing the Amenity at COA's sole expense.

8. **Maintenance.** COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:

- (i) keep the grass trimmed,
- (ii) keep the area free of debris,
- (iii) empty, remove and legally dispose of waste and recyclable material from the waste receptacles,
- (iv) keep the Amenities clean and free of graffiti,
- (v) inspect amenities for damage during regular maintenance and make timely repairs either at their discretion or at the request by the City. COA shall provide normal maintenance to the Amenities on a frequency of not less than once a week during the term of this Agreement; and
- (vi) conform to any environmental policies or recycling programs adopted by the federal or state governments or by the City at COA's sole expense.

9. **Emergency Repair/Maintenance.** The City may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, (24 hours if the City notifies

COA that it is an emergency), shall undertake the maintenance or repair required at COA's sole expense, and continue such maintenance and repair until complete. If deemed appropriate in the City's sole determination, the City may make repairs to Amenities that the City deems dangerous, and COA shall immediately reimburse the City for such repairs.

10. **Advertising Copy/Standards.** COA covenants and agrees that all advertising panels must be aesthetically pleasing and legally permissible to the City and fit into the environments in which they are placed. Advertisements shall not:

- (i) contain inaccurate or deceptive claims or statements;
- (ii) present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- (iii) present demeaning or derogatory portrayals of individuals or groups;
- (iv) take a stand on controversial societal issues;
- (v) exploit or make inference to violence or sexuality;
- (vi) promote tobacco products or alcoholic beverages;
- (vii) interfere with the operation of equipment of the provision of programs and services;
- (viii) have political content;
- (ix) violate or conflict with any existing City policies or any new policies which may be adopted; and
- (x) contain pictures and/or symbols that are deemed inappropriate and/or offensive by the City.

COA shall remove any advertising that is deemed by the City in its sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of the City giving COA notice, which the City may remove such a panel at the sole expense of COA.

11. **Advertising made available to City.** COA agrees to permit the City, (upon 30 days written notice), to utilize free of charge 10% of the advertising space at the available Amenities located within the City for public service messages or advertising for municipal purposes. The City will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. Unless otherwise agreed by the parties, such free advertisement shall continue for a period of one month at any one

advertising location.

12. **Removal and Relocation.** COA acknowledges and agrees that the City shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of the City. COA agrees to remove or relocate any such Amenity within 48 hours of the City giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in, immediately prior to the installation of the Amenity and to the satisfaction of the City. Such removal, relocation and restoration shall be at no expense to the City and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours, or where COA fails to restore the site as required, the City may arrange for such removal, relocation and restoration and COA shall be solely responsible for immediately paying the City all costs incurred by the City for such work.

13. **Termination for Cause.** If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the City may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the City within thirty (30) days of the notice having being given, terminate this Agreement by giving twenty (20) days' notice in writing to COA, and this Agreement shall be deemed to be terminated on the day specified in the notice. Upon such notice having been so delivered or sent, COA shall, within ten (10) days after the termination date, at COA's sole expense shall remove all Amenities, and restore the locations of the Amenities to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the City. Where COA fails to remove any Amenity or to restore any location as required by this Agreement, the City may arrange for the removal of any or all of the Amenities and the related site restoration only with a written notice to COA 14 days prior to the City's intent to perform such work, and COA shall be solely responsible for immediately paying to the City all costs incurred by the City for such work.

14. **Payments to the City.** COA shall pay installments (1/12) to the City for the duration of this Agreement 15% of its gross advertising revenues and 100% of the recycling revenues resulting from all Amenities located within the City of Deltona. Such payments will be due within 90 days following the completion of the month the payment relates to. Each payment shall be accompanied by a statement of gross advertising revenues received by COA that is attributable to Amenities located within the City. Failure to make a payment within thirty (30)

days from the due date of such payment shall be considered a default hereunder which default shall be handled in accordance with the provisions of paragraph 13 hereof

15. **Auditing rights.** The City or its designees shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with Amenities installed within the City and shall have the right to make copies thereof and take extracts therefrom. COA shall make available all materials reasonably necessary for such audits or inspections. If the audit by the City determines that COA has failed to pay the City ten percent (10%) or more of the amounts due from COA, COA shall promptly reimburse the City its costs of the audit.

16. **Insolvency.** Should COA become insolvent, bankrupt, unable to pay its debts, make an assignment or compromise for the benefit of its creditors and/or be unable to perform its duties under this Agreement, the City, without prejudice to its other lawful rights and remedies, may treat such situation as a default hereunder which default shall be handled in accordance with the provisions of paragraph 13 hereof.

17. **Prohibition of Assignment.** COA may not assign its rights or obligations under this Agreement, or portions thereof.

18. **Insurance.** COA 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. COA shall not commence work under the Agreement until the City has received and agreed to an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) 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 minimum limits and coverage of \$5,000,000 per occurrence available at all times; combined single limit for Bodily Injury Liability and Property Damage Liability.
- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Or

Bodily Injury (per person)	\$1,000,000
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Bodily Injury (per accident)	\$1,000,000
Property Damage	\$500,000

(iii) Workers' compensation insurance in accordance with Florida Statute, Chapter 440.

(iv) Additional Requirements:

- (1) City of Deltona shall be named and endorsed by General Liability policy endorsement as an additional insured.
- (2) COA shall be responsible for subcontractors and their insurance.
- (3) The Certificate holder section of each policy shall state: CITY OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.
- (4) COA shall be solely responsible for all deductibles and self-insurance retention on 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 the City by certified mail.

19. **Indemnification.** COA shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of COA to take out and maintain the above insurance. Additionally, COA agrees to indemnify, defend and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from any breach of the terms of this Agreement relating to the Amenities, any dangerous condition at the site of any Amenity, and/or the negligent act, error or omission of COA, its agents, employees or representatives, in the performance of COA's duties set forth in this Agreement, including, but not limited to, any act alleged to give rise to an action in inverse condemnation.

20. **Notices.** All notices and other communications required or permitted in this Agreement shall be in writing and shall be deemed to have been given at the time personally

delivered, sent by facsimile transmission, or e-mailed by any party addressed to the parties as follows, or to such other person or place specified in writing by any party:

To City: Faith G Miller, City Manager
2345 Providence Blvd.
Deltona, FL 32725
Fax 386-878-8851
E-mail fmiller@Deltonafl.gov

With copies to:

Gretchen R. H. Vose, City Attorney
2345 Providence Blvd.
Deltona, FL 32725
Fax 386-878-8871
E-mail bvose@Deltonafl.gov

To COA: Municipal Affairs
Creative Outdoor Advertising
1930 Commerce Lane, Suite 1
Jupiter, FL, 33458
Fax 1866-426-2237
E-mail Municipal@CreativeOutdoor.com

21. **Miscellaneous.**

(i) Any action to enforce or construe the terms of this Agreement shall be brought in the Seventh Judicial Circuit in and for Volusia County, Florida, and this Agreement shall be interpreted based upon Florida law.

(ii) Any failure to enforce, or delay in enforcing any of the provisions of this Agreement shall not constitute a waiver of such provision.

(iii) If any part of this Agreement shall be held to be invalid or unenforceable, the Agreement shall be construed as if not containing that part or provision, and the remainder of the Agreement shall be enforceable.

(iv) The parties each declare and represent that they have full and complete authority to enter into this Agreement.

(v) The parties each acknowledge that there are no other agreements or representations between the City and COA, either oral or written, express or implied, not embodied in this Agreement executed this day.

(vi) This Agreement may not be amended or altered in any way without the written consent of both parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

ATTEST:

Secretary

(CORPORATE SEAL)

ATTEST:

JOYCE KENT
City Clerk

CREATIVE OUTDOOR ADVERTISING
OF AMERICA, INC.

Title:

Date

CITY OF DELTONA

FAITH G. MILLER
City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - D
SUBJECT: Request for approval to Purchase a Modular Building through NJPA (National Joint Powers Alliance) Bid #121709

LOCATION:

Public Works, 201 Howland Boulevard

BACKGROUND:

There is \$70,000 budgeted for the purchase of a modular building to be utilized as a sign shop. The current sign shop trailer was purchased in 2002 but was manufactured in 1989 making it 23 years old. It was originally purchased to act as an office for the Traffic Division employees but in 2009 the City was able to purchase equipment to allow us to operate our own sign shop. Not only is the current sign shop in very poor shape with leaks, mold and separating walls, it is also too small to properly house the equipment and supplies. Replacing the trailer with a building would allow the City to properly protect the expensive sign shop equipment as well as provide adequate space for the shop to operate.

The City is a member of the National Joint Powers Alliance. NJPA is a public agency that offers a multitude of contracted products, equipment and service opportunities to government and other non-profit entities. NJPA contracted purchasing solutions are competitively bid nationally and awarded on their member's behalf. Satellite Shelters was awarded Bid #121709 for Modular Space Solutions with Related Equipment and Supplies and Accessories.

Public Works has reviewed the contract documents and pricing and has selected the 24' x 56' modular building. All documentation regarding this purchase is attached to include the floor plan and color selection. The total cost to have the building delivered, permitted and installed with electrical and plumbing connections is \$63,238.

ORIGINATING

DEPARTMENT:	Public Works/Deltona Water
SOURCE OF FUNDS:	Municipal Complex Fund
COST:	\$63,238
REVIEWED BY:	Faith G. Miller, City Manager
STAFF RECOMMENDATION PRESENTED BY:	Glenn Whitcomb, Public Works Director - Staff is recommending purchase of the 24' x 56' modular building from Satellite Shelters at a total cost of \$63,238.
POTENTIAL MOTION:	"I move to approve the purchase of the 24' x 56' modular building from Satellite Shelters at a total cost of \$63,238."
AGENDA ITEM APPROVED BY:	<hr/> Faith G. Miller, City Manager
ATTACHMENTS:	<ul style="list-style-type: none"> • Satellite Agreement • NJPA AGREEMENT RENEWAL • Satellite Pricing • CITY OF DELTONA PROPOSAL • FLOOR PLAN • DELINEATION OF RESPONSIBILITIES • COLOR SELECTION • Satellite Warranty

Vendor Agreement #121709-SSI (Agreement) Between

SATELLITE SHELTERS, INC. (Awarded Vendor)

2530 Xenium Lane
Minneapolis, MN 55441

AND

NATIONAL JOINT POWERS ALLIANCE® (NJPA)

200 1st ST NE
Staples, MN 56479

Whereas; NJPA issued an Invitation For Bid #121709 (IFB) for the provision of PORTABLE AND MODULAR SPACE SOLUTIONS WITH RELATED EQUIPMENT AND SUPPLIES AND ACCESSORIES to NJPA and NJPA Members nationwide; and

Whereas; Satellite Shelters, Inc. responded to said IFB committing to the provision of PORTABLE AND MODULAR SPACE SOLUTIONS WITH RELATED EQUIPMENT AND SUPPLIES AND ACCESSORIES to NJPA and NJPA Members; and

Whereas; NJPA has awarded the contract proposed in the IFB, which is identified as NJPA contract 121709-SSI (the Contract), to Awarded Vendor, and

Whereas; NJPA and Awarded Vendor desire to further define their relationship under the Contract as contained herein.

Now therefore; In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The effective date of this agreement shall be February 18, 2010.

ARTICLE 1. PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to:

1.1.1 Augment the terms and conditions of the Contract #121709-SSI originally identified in the IFB and modified in Schedule C of the Awarded Vendor's bid response,

1.1.2 Identify specific marketing and sales training responsibilities for both NJPA and Awarded Vendor, and

1.1.3 to finalize the administration fee to be paid by the Awarded Vendor to NJPA.

ARTICLE 2. TERMS AND CONDITIONS

2.1 NJPA and Awarded Vendor agree to the terms and conditions contained in IFB #121709 AND the exceptions to those terms and conditions identified in Form C of Awarded Vendor's bid response EXCEPT as identified herein:

No further exceptions made.

ARTICLE 3. AWARDED VENDOR MARKETING RESPONSIBILITIES

3.1 Sales Force Training.

3.1.1 Awarded Vendor will be responsible for the facilitation of training for Awarded Vendor's sales force, vendor's manufacturers' sales forces and appropriate levels of management by NJPA with regard to the use and value of the Contract.

3.1.2 Awarded Vendor will be responsible for facilitation of training their sales force and appropriate levels of management by Awarded Vendor regarding internal matters relevant to the Contract including, but not limited to, order process, product delivery, and funds flow.

3.1.3 Awarded Vendor will be responsible for identifying and organizing follow-up training(s) on these subjects as needed.

3.1.4 Awarded Vendor agrees to facilitate the meeting of specific marketing individual(s) to meet and plan overall marketing goals and initiatives.

3.1.5 Awarded Vendor will be responsible to allow opportunities for NJPA staff to meet with management and sales level staff of Awarded Vendor at national and regional functions.

3.2 Trade Shows.

3.2.1 Awarded Vendor will strongly consider exhibiting at the following national trade shows environments in cooperation with NJPA:

AASA	American Association of School Administrators	February
NAEP	National Association of Education Procurement	March
NACO	National Association of Counties	July
NIGP	National Institute of Government Purchasing	August
I-ASBO	International Association of School Business Officials	September

Participation will generally be through a display booth setting where Awarded Vendor will be responsible for the provision of personnel, marketing material, and equipment for the purposes of promoting this contract at various defined trade shows. Awarded Vendor will be responsible for co-branding marketing material distributed at these shows in the name of Awarded Vendor and NJPA. Awarded Vendor may request waiver of participation in any trade show Awarded Vendor feels is inapplicable to their Contract.

3.2.2 Awarded Vendor will give strong consideration to attending and displaying at additional trade shows recommended by NJPA.

3.3 Marketing Material.

3.3.1 Awarded Vendor will be responsible for creating, and up-dating as needed, marketing material co-branded by both Awarded Vendor and NJPA in both print and electronic forms for disbursement through various appropriate channels, such as the NJPA Cooperative Purchasing catalog, or as agreed to by both parties. Any such marketing materials or any notification or description of the Contract distributed by NJPA to Members shall be approved in advance by Awarded Vendor.

3.3.2 Awarded Vendor shall be granted use of the NJPA trademarks, service marks, logos, name or any other proprietary description of NJPA, whether registered or unregistered, subject to NJPA's prior approval. In addition, Awarded Vendor shall be

entitled to inform, both orally and in printed form, any and all prospects that Awarded Vendor has a contractual benefit relationship with NJPA for the purposes of serving NJPA members.

3.3.3 NJPA membership listings provided as a result of the Contract and this Agreement shall be confidentially used by Awarded Vendor and not disseminated to its customers or the business community.

3.4 Contract operations and delivery.

3.4.1 Awarded Vendor will be responsible for processing and shipping orders for contracted products and services requested from qualified and participating NJPA Members.

3.4.2 Awarded Vendor will be responsible for submitting calendar quarterly reports to NJPA showing the gross sales for each Participating NJPA Member or qualified Member sold during a quarterly time frame. (Article 6 - 6.1)

3.4.3 Awarded Vendor will be responsible to pay NJPA an administrative fee as defined herein.

3.4.4 Awarded Vendor will be responsible for maintaining current product and price lists with NJPA according to the terms and conditions of the Contract.

3.4.5 Awarded Vendor will be responsible for delivering technical assistance and education regarding the equipment and products purchased through the IFB and resulting Contract.

3.4.6 Awarded Vendor will be responsible for offering and promoting the Program and Contract to all current and qualified NJPA members.

ARTICLE 4. NJPA ADMINSTRATIVE/ MARKETING RESPONSIBILITIES

4.1 Sales Force Training.

4.1.1 NJPA Will work with Awarded Vendor to identify the appropriate levels of management as well as the Awarded Vendor's sales force to be trained in the use and effectiveness of the Contract.

4.1.2 NJPA will provide personnel to train identified individuals in the use and effectiveness of the Contract in person on Awarded Vendor's site, or through webcast or webinar, where reasonable efficiencies of such training can be achieved.

4.1.3 NJPA will work with Awarded Vendor to identify ongoing training needs.

4.2 Trade Shows.

4.2.1 NJPA will work with Awarded Vendor to identify appropriate trade show venues for the promotion of the Contract.

4.3 Marketing Material.

4.3.1 NJPA will be responsible for assisting in the development of marketing brochures, as well as providing general support, retention, and assistance in the marketing of the program.

4.3.2 NJPA shall not use the trademarks, service marks, logo, name or any other proprietary description of Awarded Vendor, whether registered or unregistered, without Awarded Vendor's prior approval.

4.3.3 NJPA agrees to supply Awarded Vendor with access to NJPA Members through regular updates of its membership list and various communications. Awarded Vendor agrees that NJPA Members' list remain the property of NJPA and can only be used with prior permission of NJPA.

4.3.4 NJPA shall provide opportunity to participate in the NJPA catalog marketing program at no cost to Awarded Vendor.

4.3.5 NJPA agrees to promote the Awarded Vendor Contract as a new member benefit in NJPA publications.

4.4 Contract Operations and Delivery.

4.4.1 NJPA will be responsible for receiving available leads and forwarding of those leads to Awarded Vendor for follow-up.

4.4.2 NJPA will be responsible for acting as a liaison as necessary between NJPA Members and Awarded Vendor to communicate the NJPA message and resolve any contract issues.

4.4.3 NJPA will receive, evaluate, process, and respond in a reasonably timely manner to requests from Awarded Vendor for changes in prices and products covered by this contract.

ARTICLE 5. AUDITS

5.1 During the Term, Awarded Vendor will, upon not less than thirty (30) business days prior written request, make available to NJPA no more than once per calendar year, at Awarded Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Awarded Vendor pertaining to all invoices sent by Awarded Vendor and payments made by NJPA members for all products purchased under this contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Awarded Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Awarded Vendor will permit the auditor to review the relevant Awarded Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.

ARTICLE 6. FEES

6.1 Awarded Vendor will pay NJPA an administrative fee of 2.0% (Two Percent) of the sales resulting from NJPA #121709-SSI net of returns and allowances to NJPA or NJPA Members during each calendar quarter. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this contract.

ARTICLE 7. MISCELLANEOUS

7.1 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if delivered to the address identified herein, or any updated address for which proper notice of address change has been affected. Notices may be delivered by hand or through the use of a third

party delivery service. The sender is responsible for the documentation of delivery for any notice.

7.2 Entire Agreement. The individuals signing this Contract hereby represent that they are authorized on behalf of their respective organizations to execute this Agreement and the Contract contains the entire understanding between the parties concerning the subject matter.

7.3 Severability. In the event that any of the terms of this Contract are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of this Contract. This Contract shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from the remainder of this Contract.

7.4 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

7.5 Relationship of Parties. This agreement is not a contract of employment. The relationship between NJPA and Awarded Vendor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend this agreement to create and this agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this agreement, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate or bid the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

7.6 Indemnity: Each party agrees that it will be responsible for its own negligent acts and the result thereof to the extent authorized by law and shall not be responsible for the negligent acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law. Neither party shall be liable to the other for any incidental or consequential damages of any kind under this agreement.

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year referenced below.

SATELLITE SHELTERS, INC.

NATIONAL JOINT POWERS ALLIANCE®

By Tom W. McMurdy
Authorized Signature-Signed

By [Handwritten Signature]
Authorized Signature-Signed

By Tom W. McMurdy
Authorized Signature-Printed

By Executive Director
Authorized Signature-Printed

Date 3-10-10

Date 3-18-10

Notice Address:

2530 Xenium Lane
Minneapolis, MN 55441

Notice Address:

200 1st Street NE
Staples, MN 56479

SSI Primary Contact InformationAwarded Vendor Name Satellite Shelters, Inc.Address 2530 Xenium Lane NPlymouth, MN 55441Phone 763-551-7235 Fax 763-551-7280Program Contact Name Lynne EllisContact's Title Business Development SpecialistEmail lynnee@satellite.co.comWeb Site WWW.Satellite.co.com

ANNUAL RENEWAL OF AGREEMENT

made by and between

Satellite Shelters, Inc. (Vendor)
2530 Xenium Lane
Minneapolis, MN 55441

and

National Joint Powers Alliance® (NJPA)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482

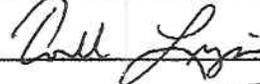
Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #121709-SSI", and 2) a maturity date of February 18, 2014, and which are subject to annual renewals at the option of both parties.

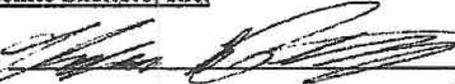
Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of February 18, 2012 through February 18, 2013.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: , Its: EXECUTIVE DIRECTOR
Name printed or typed: TODD LYSICIO
Date 3/9/12

Satellite Shelters, Inc.

By: , Its: VP
Name printed or typed: Chris Peterson
Date 3/19/2012

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

NJPA 5-1-12**Portable and Modular Space Solutions with Related Equipment Supplies and Accessories****SALE PRICE LIST FOR: SouthEast Region**

	Add Cost Per State
Alabama =	\$ - /ea
Add for Classroom Buildings - Florida =	\$ 29.42 /sf
Georgia =	\$ - /ea
Mississippi =	\$ - /ea
North Carolina =	\$ - /ea
Restrooms Required - South Carolina =	\$ 2,099.42 /ea
Code requires each building reviewed - Tennessee =	\$ 1,337.21 /ea
<hr/>	
Delivery included in proposal is 100 miles from factory location in SE Georgia:	Included
Charge per mile for delivery outside 100 mile stated delivery area:	\$ 7.62 /mile
Overnight Delivery Charge for every 200 miles traveled:	\$ 481.40 /ea
<hr/>	
Installation: Standard installation is included with proposal:	Included
Overnight Installation Charge for every 300 miles traveled:	\$ 534.88 /ea

Buildings listed are priced fully installed on a compliant foundation system with all required tie-downs and skirting included with compliant landing and ramp system based on a max threshold height of 28" Above grade. *No below grade foundation work included.

BUILDING PRICING:

1. 24' x 40' Stock Single Classroom Building without Restroom	\$ 47,699.59 /ea
2. 24' x 60' Stock Double Classroom Building without Restroom	\$ 78,091.69 /ea
3. 28' x 60' Stock Double Classroom Building without Restroom	\$ 88,131.45 /ea
4. 42' x 60' Stock Double Classroom Building without Restroom	\$ 110,977.67 /ea
5. 56' x 70' Stock Four Classroom Building without Restroom	\$ 181,554.24 /ea
6. 96' x 74' Stock Six Classroom Building with Restroom Module	\$ 324,231.80 /ea
<hr/>	
7. 10' x 44' Stock Mobile Office Building with Restroom	\$ 31,013.90 /ea
8. 12' x 56' Stock mobile Office Building with Restroom	\$ 39,684.36 /ea
9. 24' x 56' Stock Mobile Office Building with Restroom	\$ 62,075.93 /ea
<hr/>	
S-Plex units can be configured into multiples of units Price shown is a per unit cost. Final cost will be figured by adding the various units requested together as determined by customer need.	
10. S-Plex Unit "A" 12' x 60' Stock End unit module with (2) ADA Restrooms	\$ 25,467.44 /ea
11. S-Plex Unit "B" 12' x 60' Stock module (2) Offices without Restroom	\$ 19,130.23 /ea
12. S-Plex Unit "C" 12' x 60' Stock module Open space without Restroom	\$ 20,595.35 /ea
13. S-Plex Unit "D" 12' x 60' Stock module (2) Offices without Restroom	\$ 21,875.58 /ea

*Satellite base price is \$55,482 which they further discounted to remain within our budget. Once the permitting is included the total will be \$63,238. The purchase of the optional items will be determined during the permitting process based on Code requirements

OPTION PRICING:

1	24' x 40' Stock Single Classroom Building without Restroom	
1.a	Double Layer 5/8" floor decking	\$ 1,013.10 /ea
1.b	20 oz carpet	\$ 369.64 /ea
1.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 4,791.67 /ea
1.d	Hardi-Panel Siding and Skirting	\$ 443.57 /ea
1.e	Add Insulated window	\$ 225.89 /ea
1.f	Add mini-blind	\$ 20.54 /ea
1.g	Upgrade Impact windows	\$ 781.73 /ea
1.h	WindZone 140 - 150 mph to include Impact Windows	\$ 4,019.52 /ea
1.i	Add Dry Erase Board	\$ 279.29 /ea
1.j	Add Tack Board	\$ 253.27 /ea
1.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
1.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea
2	24' x 60' Stock Double Classroom Building without Restroom	
2.a	Double Layer 5/8" floor decking	\$ 1,369.05 /ea
2.b	20 oz carpet	\$ 547.62 /ea
2.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 7,803.57 /ea
2.d	Hardi-Panel Siding and Skirting	\$ 728.33 /ea
2.e	Add Insulated window	\$ 225.89 /ea
2.f	Add mini-blind	\$ 20.54 /ea
2.g	Upgrade Impact windows	\$ 781.73 /ea
2.h	WindZone 140 - 150 mph to include Impact Windows	\$ 8,036.31 /ea
2.i	Add Dry Erase Board	\$ 279.29 /ea
2.j	Add Tack Board	\$ 253.27 /ea
2.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
2.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea
3	28' x 60' Stock Double Classroom Building without Restroom	
3.a	Double Layer 5/8" floor decking	\$ 1,588.10 /ea
3.b	20 oz carpet	\$ 616.07 /ea
3.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 8,761.90 /ea
3.d	Hardi-Panel Siding and Skirting	\$ 773.51 /ea
3.e	Add window	\$ 225.89 /ea
3.f	Add mini-blind	\$ 20.54 /ea
3.g	Upgrade Impact windows	\$ 781.73 /ea
3.h	WindZone 140 - 150 mph to include Impact Windows	\$ 5,815.71 /ea
3.i	Add Dry Erase Board	\$ 279.29 /ea
3.j	Add Tack Board	\$ 253.27 /ea
3.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
3.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea

OPTION PRICING:

4	42' x 60' Stock Double Classroom Building without Restroom	
4.a	Double Layer 5/8" floor decking	\$ 2,382.14 /ea
4.b	20 oz carpet	\$ 930.95 /ea
4.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 12,184.52 /ea
4.d	Hardi-Panel Siding and Skirting	\$ 855.65 /ea
4.e	Add window	\$ 225.89 /ea
4.f	Add mini-blind	\$ 20.54 /ea
4.g	Upgrade Impact windows	\$ 781.73 /ea
4.h	WindZone 140 - 150 mph to include Impact Windows	\$ 7,201.19 /ea
4.i	Add Dry Erase Board	\$ 279.29 /ea
4.j	Add Tack Board	\$ 253.27 /ea
4.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
4.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea
<hr/>		
5	56' x 70' Stock Four Classroom Building without Restroom	
5.a	Double Layer 5/8" floor decking	\$ 3,696.43 /ea
5.b	20 oz carpet	\$ 1,369.05 /ea
5.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 20,353.63 /ea
5.d	Hardi-Panel Siding and Skirting	\$ 1,054.17 /ea
5.e	Add window	\$ 225.89 /ea
5.f	Add mini-blind	\$ 20.54 /ea
5.g	Upgrade Impact windows	\$ 781.73 /ea
5.h	WindZone 140 - 150 mph to include Impact Windows	\$ 10,946.90 /ea
5.i	Add Dry Erase Board	\$ 279.29 /ea
5.j	Add Tack Board	\$ 253.27 /ea
5.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
5.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea
<hr/>		
6	96' x 74' Stock Six Classroom Building with Restroom Module	
6.a	Double Layer 5/8" floor decking	\$ 6,612.50 /ea
6.b	20 oz carpet	\$ 2,625.83 /ea
6.c	2"x2" or 2"x4" T-grid ceiling tile	\$ 37,648.81 /ea
6.d	Hardi-Panel Siding and Skirting	\$ 1,422.44 /ea
6.e	Add window	\$ 225.89 /ea
6.f	Add mini-blind	\$ 20.54 /ea
6.g	Upgrade Impact windows	\$ 781.73 /ea
6.h	WindZone 140 - 150 mph to include Impact Windows	\$ 13,427.62 /ea
6.i	Add Dry Erase Board	\$ 279.29 /ea
6.j	Add Tack Board	\$ 253.27 /ea
6.k	Add Handi-cap Restroom	\$ 2,149.40 /ea
6.l	Chg 10kw heat to 15kw heat - Per HVAC unit	\$ 479.17 /ea

OPTION PRICING:

7.	10' x 44' Stock Mobile Office Building with Restroom	
7a	Double Layer 5/8" floor decking	\$ 465.48 /ea
7b	20 oz carpet	\$ 167.02 /ea
7c	Solid Core Interior Doors ILO Hollow Core	\$ 164.29 /ea
7d	2"x2" or 2"x4" T-grid ceiling tile	\$ 3,148.81 /ea
7e	29 ga Hi-Rib Steel Siding ILO Aluminum	\$ 815.95 /ea
7f	Hardi-Panel Siding and Skirting	\$ 483.27 /ea
7g	Add Window	\$ 225.89 /ea
7h	Add Mini Blind	\$ 20.54 /ea
8.	12' x 56' Stock mobile Office Building with Restroom	
8a	Double Layer 5/8" floor decking	\$ 711.90 /ea
8b	20 oz carpet	\$ 257.38 /ea
8c	Solid Core Interior Doors ILO Hollow Core	\$ 164.29 /ea
8d	2"x2" or 2"x4" T-grid ceiling tile	\$ 5,017.56 /ea
8e	29 ga Hi-Rib Steel Siding ILO Aluminum	\$ 930.95 /ea
8f	Hardi-Panel Siding and Skirting	\$ 472.32 /ea
8g	Add Window	\$ 225.89 /ea
8i	Add Mini Blind	\$ 20.54 /ea
9.	24' x 56' Stock Mobile Office Building with Restroom	
9a	Double Layer 5/8" floor decking	\$ 1,369.05 /ea
9b	20 oz carpet	\$ 547.62 /ea
9c	Solid Core Interior Doors ILO Hollow Core	\$ 164.29 /ea
9d	2"x2" or 2"x4" T-grid ceiling tile	\$ 7,803.57 /ea
9e	140 - 150 mph wind zone w/ impact windows	\$ 8,036.31 /ea
9f	Hardi-Panel Siding and Skirting	\$ 728.33 /ea
9g	Add Window	\$ 225.89 /ea
9h	15kw Heat ILO 10kw heat	\$ 958.33 /ea
9i	Add Mini Blind	\$ 20.54 /ea

OPTION PRICING:

10 S-Plex Unit "A" 12' x 60' Stock End unit module with (2) ADA Restrooms	
10a Double Layer 5/8" floor decking	\$ 752.98 /ea
10b 20 oz carpet - Offices Only	\$ 68.45 /ea
10c 2"x2" T-grid ceiling tile	NC /ea
10d Hardi-Panel Siding and Skirting	\$ 1,259.52 /ea
10e Add window	\$ 219.05 /ea
10f Add mini-blind	\$ 20.54 /ea
10g Solid Core Interior Doors	\$ 328.57 /ea
10h WindZone 140 - 150 mph to include Impact Windows	\$ 4,018.15 /ea
10i Flush Floor Recept - Brass	\$ 130.06 /ea
10j Add 2' x 4' T-Grid Light Fixture	\$ 102.68 /ea

11 S-Plex Unit "B" 12' x 60' Stock module (2) Offices without Restroom	
11a Double Layer 5/8" floor decking	\$ 752.98 /ea
11b 20 oz carpet - Offices Only	\$ 68.45 /ea
11c 2"x2" T-grid ceiling tile	NC /ea
11d Hardi-Panel Siding and Skirting	\$ 1,259.52 /ea
11e Add window	\$ 219.05 /ea
11f Add mini-blind	\$ 20.54 /ea
11g Solid Core Interior Doors	\$ 328.57 /ea
11h WindZone 140 - 150 mph to include Impact Windows	\$ 4,018.15 /ea
11i Flush Floor Recept - Brass	\$ 130.06 /ea
11j Add 2' x 4' T-Grid Light Fixture	\$ 102.68 /ea

12 S-Plex Unit "C" 12' x 60' Stock module Open space without Restroom	
12a Double Layer 5/8" floor decking	\$ 752.98 /ea
12c 2"x2" T-grid ceiling tile	NC /ea
12d Hardi-Panel Siding and Skirting	\$ 1,259.52 /ea
12e Add window	\$ 219.05 /ea
12f Add mini-blind	\$ 20.54 /ea
12g Solid Core Interior Doors	\$ 328.57 /ea
12h WindZone 140 - 150 mph to include Impact Windows	\$ 4,018.15 /ea
12i Flush Floor Recept - Brass	\$ 130.06 /ea
12j Add 2' x 4' T-Grid Light Fixture	\$ 102.68 /ea

13 S-Plex Unit "D" 12' x 60' Stock module (2) Offices without Restroom	
13a Double Layer 5/8" floor decking	\$ 752.98 /ea
13b 20 oz carpet - Offices Only	\$ 68.45 /ea
13c 2"x2" T-grid ceiling tile	NC /ea
13d Hardi-Panel Siding and Skirting	\$ 1,259.52 /ea
13e Add window	\$ 219.05 /ea
13f Add mini-blind	\$ 20.54 /ea
13g Solid Core Interior Doors	\$ 328.57 /ea
13h WindZone 140 - 150 mph to include Impact Windows	\$ 4,018.15 /ea
13i Flush Floor Recept - Brass	\$ 130.06 /ea
13j Add 2' x 4' T-Grid Light Fixture	\$ 102.68 /ea

October 17th, 2012

Mr. Tom Cioffi
City of Deltona
2345 Providence Blvd.
Deltona, Fl. 32725

Dear Mr. Cioffi:

Thank you for the opportunity to submit this revised proposal for the new modular office building for the Public Works Department. I am confident the proposed structure will meet or exceed your expectations .

Satellite Shelters has been providing high quality modular buildings to both the public and private sectors for more than 35 years. Our goal is 100% customer satisfaction and we have an intense desire to satisfy the individual needs of our clients. I am totally committed to dedicating our resources to the production of the finest modular facilities in order to fulfill the needs of the Public Works Department .

The following proposal contains the Scope of Work for this project, Pricing & General Terms and Conditions. The current lead time for this building is four to five weeks after your approval and signature of all appropriate documents.

Thank you again for this opportunity. I look forward to constructing and placing into operation this proposed building. If you have any questions, please do not hesitate to give me a call.

Regards,

Brandon Bryant
Major Projects Sales

CITY OF DELTONA
Scope of Work
April 24, 2012

SATELLITE SHELTERS TO PROVIDE:

- Design and engineering services which shall be limited to it's scope of work
- Third party engineering services and drawings for the building
- Building fabrication
- Delivery of building to site
- Building installation
 - Blocking & leveling – standard single dry stack piers spaced at 8' O.C.
 - Anchoring – tie downs as required
 - Matching underpinning – 30" maximum height
 - Removal of hitches
 - Construct (1) 6'x8' wooden deck with handrails & ADA ramp not to exceed 30' in length
 - Connection of plumbing & electrical from building to existing services already at the site
 - Obtain building permits
 - HVAC system check
 - Satellite Shelters customer service with 1 year warranty

CITY OF DELTONA TO PROVIDE:

- All site drawings and surveys
- Local approval of building and foundation with zoning department, building inspectors and fire marshal
- Site preparation & site security
 - Firm – minimum 2500 pounds PSF soil bearing capacity
 - Level – grade to be level within 1' in 40'
 - Accessible – adequate turning radius and clearance from road to site
 - Clearly indicate the desired location of the building
 - Foundation
 - Footings per engineered drawings (if required)*
 - Must be brought to grade with smooth, level finish
 - Depth and dimensions subject to local approval
- Primary cleaning and trash removal
- Landscaping and parking area
- Security system (if required)*
- Fire alarm system and prevention equipment (if required)*
- Gutters, downspouts and splashblocks (if required)*

*Quotes on these items can be supplied if desired

Approved _____

Date _____

CITY OF DELTONA

Sale Pricing

April 24, 2012

(1) 1344 Nominal Sq. Ft. Office Building

Delivery & Installation – Deltona, Fl.

PURCHASE PRICE: \$55482*

Building per floorplan drawing,
Specifications & Scope of Work

*Does not include sales tax

PRICING BREAKDOWN:

Building (140mph wind zone) \$43,900**

Freight \$1925**

Installation \$3539**

Underpinning \$1728**

Deck & ADA ramp \$4390**

Permitting, electrical & plumbing connections \$7756

OPTIONAL ITEMS:

Poured concrete footings \$3690

Over the roof box mansard
with concealed down spouts
and exposed gutters \$3355

These are base quoted items covered under the NJPA contract and the maximum price allowed was \$60,172. Your total for these items is \$55,482.

Approved _____

Date _____

CITY OF DELTONA
General Terms & Conditions
April 24, 2012

TERMS & CONDITIONS: Contract shall have mutually agreeable terms and conditions. Estimated manufacturing completion date shall be based on manufacturer's backlog of orders at time of approval and award.

PAYMENT SCHEDULE: Pending credit approval, the contract sum (and additional sums generated from any change orders) shall be paid to Satellite Shelters at each of the following milestones: PURCHASE OPTION – a) 25% down payment due with contract acceptance; b) balance due upon Satellite's Scope of Work or occupancy, whichever occurs first. **Down payment terms may change dependent upon credit analysis.**

TAXES: It is specifically agreed and understood that the price herein does not include any state or local taxes or other governmental charges; including cost of permits, licenses and fees. All taxes must be paid in advance and will not be included in financed amount. If a tax exempt certificate is provided, state and local taxes may be waived.

CHANGE ORDERS: Change orders will be related to items on the contract and will not represent a significant increase or decrease in size and scope of the contract. Such additions or deletions will be documented via mutual agreement, evidenced by issuance of a written, signed change order.

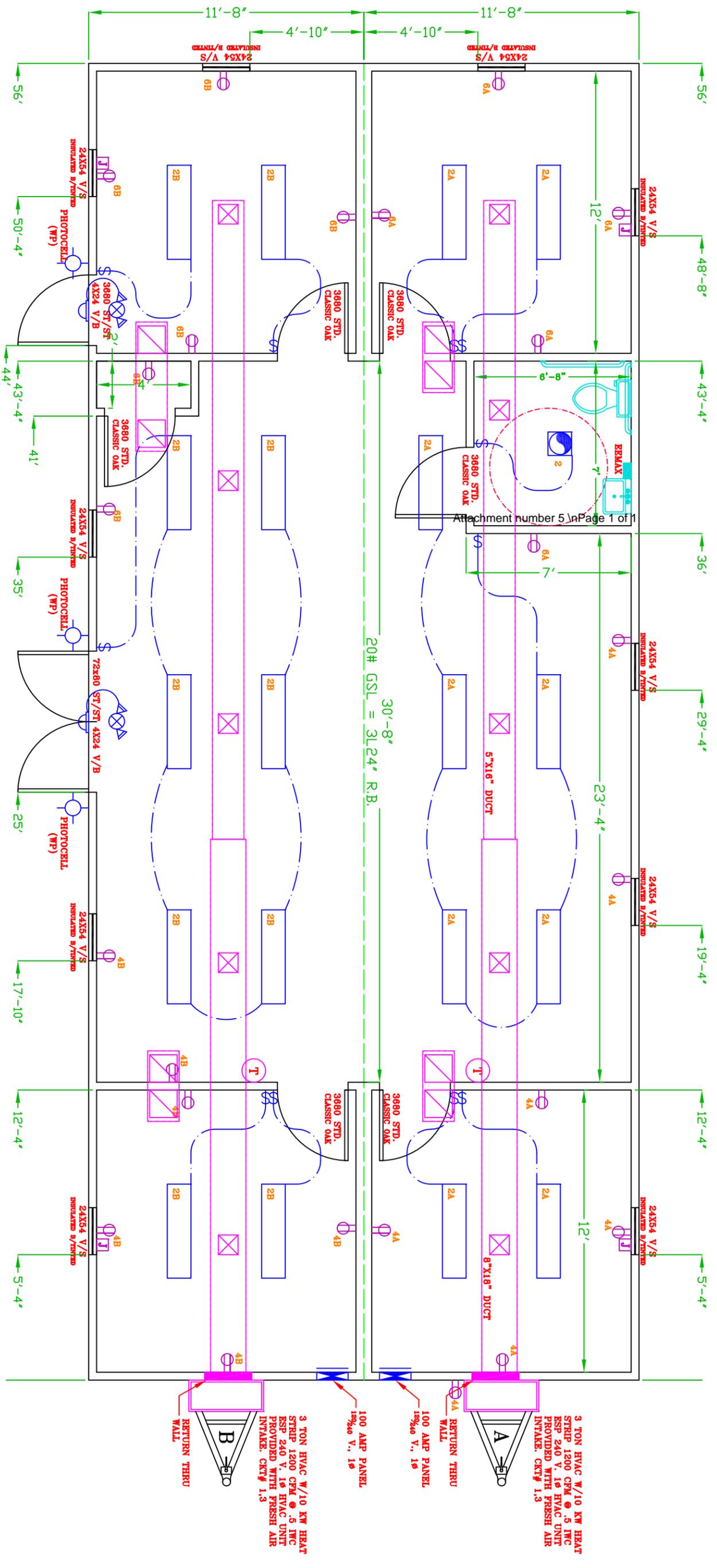
WAGE RATES: Pricing is based on a non-prevailing wage rates and the use of non-union labor.

SITE: Site shall be accessible, level within one foot in forty feet and have soil bearing capacity of 3000 pounds per square foot minimum.

INSTALLATION: Unless otherwise specified, blocking is quoted as standard single, dry stacked piers on grade, 10' – 12' O.C. Anchors for concrete, asphalt or rock surfaces are available at additional cost. Local codes for occupancy/use of the building may require additional blocking and anchors. Installation prices to comply with any additional local code requirements are available upon request. Concrete footings, if required, will be quoted upon request.

CONCEALED CONDITIONS: If concealed conditions are found below grade and are at variance with known conditions, per the approved drawings, there shall be an equitable adjustment made to the contract sum by way of a written change order.

Approved _____
Date _____



Attachment number 5 Page 1 of 1

AUTHORIZED SIGNATURE FOR PRODUCTION:

SCALE: NOT TO SCALE	BUILDING TYPE:	DRAWN BY: <i>mgj</i>
DATE: 10/15/2012	BUSINESS 24X56	REVISION: 1
CUSTOMER:	SATELLITE SHELTERS	
MANUF.: DIAMOND BUILDERS INC.	QUOTE NUMBER: 19737	SERIAL NUMBER: DBI-5366
440 THOMPSON DR. PO BOX 100 Pg (913)384-7083		

Delineation of Responsibilities

Rev. Jan 09

DATE 10/17/12

PROJECT NAME -City of Deltona 24' X 56' Double wide

Name Brandon Bryant

Branch Major Projects Sales - Brandon Bryant

PROJECT DESCRIPTION utility turn key to 5' decks steps and ramps

Address 137 Gillson Drive

McDonough, GA 30253

LOCATION: Deltona FL

Phone 770-288-3434

Fax 770-288-3413

ITEM	RESPONSIBILITY			NIS refers to "Not in Project Scope" NOTES
	Satellite	Deltona	N I P *	
Section 1, Design & Engineering				
A. Site inspection.	x	x		
B. Verification of local codes.	x	x		
C. Planning & zoning approval/submittal process.		x		
D. Soil tests, engineering reports.		x		
E. Site plan with existing utilities, structures, & location(s) of new structures/buildings.		x		
F. Provide suggested pier or foundation plan with anchoring locations, blocking points & KIP loads for development of engineered foundation, flush-to-grade piers, or dry-block set.	x			
G. Provide engineered foundation drawing including building anchoring system.	x			Below grade footers quoted as an option
H. Provide modular building drawings for approval by owner or owner's representative.	x			
I. Provide color submittals to owner or owner's representative for interior/exterior selections.	x			
J. Provide drawings detailing stub-down locations for sewer, water, & electrical.	x			
K. Provide sprinkler system design/system.			x	Not applicable
L. Provide fire alarm system design/system.			x	
M. Other drawings.		x		
Section 2, Contractual				
A. Bid bond.			x	
B. Performance/Payment bond.			x	
C. Corporate certification.	x			
D. Contractor's qualification statement.	x			
E. Liquidated (or other) damages.			x	
F. Insurance: General Liability	x			
G. Insurance: Transportation	x			
H. Insurance: Property		x		
I. Insurance: Builder's Risk	x			
J. Insurance: Workman's Compensation	x			
Insurance: OCIP			x	
K. Taxes: Sales.		x		Applicable sales taxes not included in base pricing
L. Davis Bacon Wages			x	Non prevailing wages quoted. Davis Bacon Wages quoted as an option for Installation
M. Taxes: Use or Excise.		x		
Section 3, Permits, Fees, & Inspections				
A. Bldg. module transportation permits & fees.	x			
B. Bldg. permit application & inspection.	x			
C. Bldg. permit fee.	x			
D. Sewer, water, & gas permits & inspection.	x	x		
E. Electrical permit & inspection.	x	x		
F. Department of Health inspection			x	NA
G. Fire Marshal inspection.			x	NA
H. Certificate of Occupancy inspection.	x	x		

ITEM	RESPONSIBILITY			NIS refers to "Not in Project Scope" NOTES
	Satellite	Deltona	N I P *	
I. Assessed sewer & water access charges/fees.		x		
J. Other miscellaneous fees/inspections		x		
Section 4, Site Preparation				
A. Site clearing & demolition.		x		
B. Setup underground utility & obstruction location.		x		
C. Legal Survey with location stakes		x		
D. Stake building footprint		x		
E. * Site prep, grading, & soil removal.		x		
F. ** Fill & compaction for suitable soil bearing.		x		
G. Ensure bldg. module(s) site access.	x			
H. Ensure bldg. module(s) staging area.		x		
I. Storm water mgmt. & erosion control.		x		
J. Subsurface water mgmt.		x		
K. Retaining walls.		x		
L. Install flush-to-grade piers for dry blocking		x		
M. Install engineered, mortared foundation & blocks/surewall			x	
N. Install step & ramp foundation per plans.	x			
O. Install footings and/or ABS pads for foundation support			x	Quoted as an option
P. Preparation for walkways & parking lots.		x		
Q. Install sewer and water rough-ins to bldg foundation area as directed by site utility plan & modular building drawings.		x		
R. Install gas rough-ins to bldg foundation area as directed by site utility plan and modular building drawings.			x	
S. Remove foundation spoils from site.			x	
T. Spread foundation spoils on site.			x	
Section 5, Receiving Units on Site				
A. Transport bldg. module(s)	x			
B. Receive & sign for bldg. module(s) -- inspect & document any damage.	x	x		
C. Provide secure staging for units.		x		
D. Maintain weather tight protection for bldg. module(s)	x			
Section 6, Installation				
A. Position module units over flush to grade piers with truck (Dry stack block set).	x			
B. Crane set module units.			x	
C. Draw units together per manufacturer's prints.	x			
D. Remove hitches.	x			
E. Store hitches under building.	x			
F. Remove axles and tires.			x	
G. Store axles and tires under building.			x	
H. Ship axles, tires, & hitches back to manufacturer.			x	
I. Install in-ground anchors or weld to foundation plates per drawings.	x			
J. Provide weather tight module units during setup.	x			
K. Complete roof seaming per manufacturer recommendations.	x			
L. Complete stairwell rough in on site			x	
M. Complete stairwell finishing and rubber tread			x	
M.1. Install cermaic tile with drain in shower area only			x	
N. Install lockers, marker boards, tack boards per RFP			x	
O. Complete floor at seam line & prep for completion of floor.	x			Floors held back at factory, mateline finished on site. No transistion bar/trip strip
P. Complete Vinyl Covered Gypsum (VCG) wall seams.			x	
Q. Tape & finish walls.			x	VCG walls per required specification

ITEM	RESPONSIBILITY			NIS refers to "Not in Project Scope" NOTES
	Satellite	Deltona	N I P *	
R Site installation of suspended ceilings.	x			Acoustical ceiling in base quote
S Complete factory supplied suspended ceiling at seam lines & hallways.	x			
T. Complete gypsum ceiling at seam lines.			x	
U. Paint or wallpaper walls as scheduled.			x	
V. Install interior signage as specified.		x		
W. Complete or gutters & downspouts.			x	
X. Install Kitchen Equipment.			x	
X.1. storm water management/ gutter tie-ins to sewer			x	
X.2. gutter turn out manifold to waste water source			x	
Y. Install fire extinguishers.		x		
Z. Install carpet or transition bar at factory supplied carpet or tile.			x	floors will be seamed on site during installation
AA. Complete floor seaming of factory supplied carpet &/or tile.	x			
AB. Site install floor covering with materials as specified.	x			
AC. Complete all exterior trim & skirting to match exterior.	x			
AD. Site install EIFS or stucco.			x	
AE. Site install brick veneer.			x	
AF. Site install other exterior finish.			x	
AG. Install steps & ramps per drawings.	x			
AH. Install canopies per drawings.		x		
AI. Install concrete walk ways & curbing.		x		
AJ. Install new or repair bituminous parking lot.		x		
AK. Complete landscaping per plan.		x		
Section 7, Plumbing				
A. Complete sewer & water connections under building and bring mani-folding to no more than 5' outside of bldg perimeter .	x			
B. Complete cross over water connections.	x			
C. Install roof vent ship loose extensions.	x			
D. Heat trace all exposed water lines in crawl space.			x	
E. Chlorinate water lines.		x		Done during final connection by City of Deltona
F. Pressure test water & waste & start up & test all plumbing.	x			
G. Install gas lines to building & complete cross over connections.			x	
H. Test & certify gas system.			x	
I. Furnish & install sprinkler system on site.			x	
J. Complete crossover connections for factory supplied sprinkler system.			x	
J.1 PIV			x	NA not sprinkled
K. Test & certify sprinkler system.			x	
L. Provide bottled water if required by code & drinking fountains not specified.		x		
Section 8, HVAC				
A. Install roof top HVAC units & complete connections & roof flashing.			x	End mount units quoted
B. Install pad mount air-conditioning units.			x	
C. Complete cross over duct connections.			x	NA
D. Balance HVAC system.			x	
E. System start up & check operation.	x			
F. Provide operation and maintenance manuals	x			
Section 9, Electrical				
A. Connect 2 modular sub-panels to main panel(s) to main disconnect located no further than 5' outside of building	x			

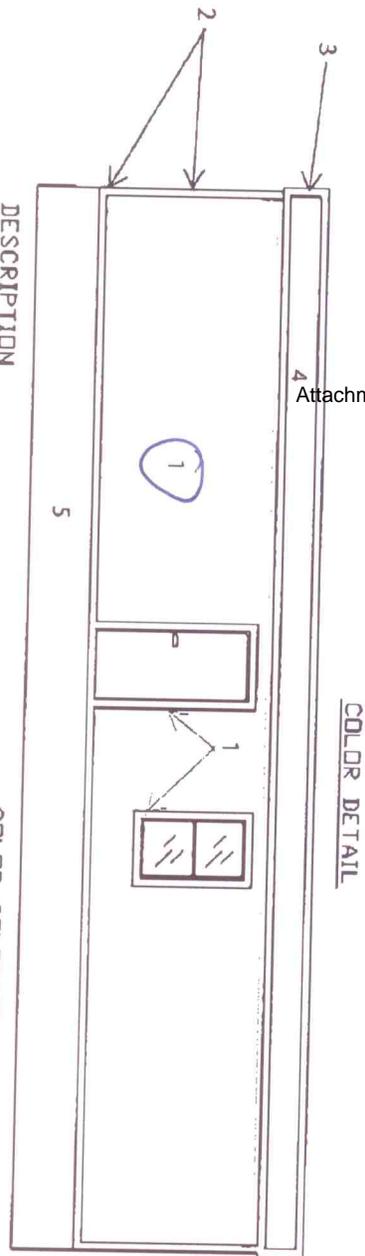
ITEM	RESPONSIBILITY			NIS refers to "Not in Project Scope" NOTES
	Satellite	Deltona	N I P *	
B. Connect inter-modular electrical connections	x			
C. Install ship loose exterior lights, emergency lights, & exit signs	x			
D. Bring power from site source/transformer to main distribution panels		x		
E. Fire Alarm installation			x	
F. PA system installation			x	If applicable
G. Telephone system installation		x		Option quoted-empty junction boxes by Satellite-City of Deltona to choose locations and quantity
H. Surge protection/ TVSS on building MDP			x	
I. Security system installation			x	
J. Lightning protection			x	
K. Complete final electrical inspection process	x	x		
L. Provide operation and maintenance manuals.	x			
Section 10, Miscellaneous				
A. Install miscellaneous exteriors, flagpole, monuments, etc.		x		
B. Provide dumpster on site.			x	Set-up contractor to haul away shipping wall debris
C. Provide temporary sanitary (portable restroom) on site.			x	
D. Remove debris from site & leave building broom clean.	x			
E. Final clean of building (includes wipe down all walls & cleaning windows). No waxing of floors	x			
F. Install screens in windows.	x			
G. Strip, seal, & wax all vinyl composition floor tile.		x		
H. Replace filters in HVAC units if needed.		x		
I. Provide construction signs & barricades if required.	x			
J. Plant inspection prior to shipment at customer expense.	x			
K. Site supervision & coordination of owner subcontractors with Satellite subcontractors.	x			Provided by Installation contractor
L. Full time Site Superintendent during on-site activities.			x	
M. Transfer building keys to owner/occupants.	x			
Section 11, Dismantle				
A. Notify Satellite Shelters per contract or lease requirements of building removal.			x	
B. Remove furniture & furnishings & clean building.			x	
C. Disconnect all utilities & properly terminate.			x	
D. Remove steps & ramps.			x	
E. Dismantling & return freight.			x	
F. Site restoration.			x	
Special Notes on Site Work				
* Site preparation assumes building site is level within 1' in 70' and is truck accessible, 2,500 PSF soil bearing				
** Soil tests and engineering reports recommended. Satellite Shelters, Inc. is not responsible for subsurface conditions.				
CUSTOMER SIGN-OFF				
Signature:				
Signature:				

Branch_Info	Address	City, State ZIP
Select a Branch		
Atlanta Branch	535A Seaboard Industrial Dr	Lawrenceville, GA 30045
Chicago Branch	14835 New Avenue	Lockport, IL 60441-6227
Cincinnati Branch	3085 E. Crescentville Road	West Chester, OH 45069-3870
Cleveland Branch	15121 Industrial Pkwy	Cleveland, OH 44135-3305
Corporate Office	2530 Xenium Lane North	Minneapolis, MN 55441
Dallas Branch	955 East Highway 121	Lewisville, TX 44142-1305
Denver Branch	4455 East 74th Avenue	Commerce City, CO 80022-1419
Detroit Branch	4844 Product Drive	Wixom, MI 48393-2049
Houston Branch	18500 Van Road	Houston, TX 77049
Kansas City Branch	3370 North Jackson Avenue	Kansas City, MO 64117-3127
Major Projects Sales - Andrew Laub	955 East Highway 121	Lewisville, TX 44142-1305
Major Projects Sales - Brandon Bryant	137 Gillson Drive	McDonough, GA 30253
Major Projects Sales - Bryce Eller	260 Buchanan Road	Waverly, OH 45690
Major Projects Sales - GW Huston	167 Renaux Blvd.	St. Charles, IL 60175
Major Projects Sales - Randy Rebers	2530 Xenium Lane North	Minneapolis, MN 55441
Major Projects Sales - Rock Meskauskas	625 Bloor Lane	Zionsville, IN 46077
Medical Facilities Division	15121 Industrial Pkwy	Cleveland, OH 44135-3305
Milwaukee Branch	4810 South 13th Street	Milwaukee, WI 53221-2435
Minneapolis Branch	20050 75th Avenue North	Hamel, MN 55340-9459
New Orleans Branch	3700 US Highway 51	LaPlace, LA 70068
San Antonio Branch	7981 FM 482	New Braunfels, TX 78132-4833
St. Louis Branch	2000 Truman Industrial	St. Charles, MO 63301
Florida	37 North Orange Ave, Ste 500	Orlando, FL 32801

Phone	Fax
770-963-7600	770-963-9950
815-588-5412	815-588-5424
800-666-6998	513-554-1650
800-879-1230	216-267-6805
888-935-4453	763-551-7282
800-641-7958	972-420-7824
888-565-7111	303-288-1155
800-677-9060	248-676-9644
281-456-0457	281-456-8925
800-753-1102	816-453-5122
800-641-7958	972-420-7824
770-288-3434	770-288-3413
740-941-3198	740-941-1679
815-955-1906	630-587-3422
888-935-4453	763-551-7282
317-694-3720	317-733-1282
216-978-2312	216-267-6805
800-395-9190	414-281-3211
888-420-2003	763-420-2034
985-651-4275	985-651-4615
888-606-6880	830-606-2888
800-933-5101	636-947-1151
407-926-2446	352-459-8636

City of Deltona

Attachment number 7 \nPage 1



SERIAL #: DBI 5371 A/B

DESCRIPTION	COLOR SELECTION
1. Building Body: S/W Paint	Sand Castle - SW 3006
2. Building Trim: S/W Paint	Case Blanca - SW 2060
3. Mansard Body: S/W Paint	Sand Castle - SW 3006
4. Mansard Trim: S/W Paint	Case Blanca - SW 2060
5. Skirting: S/W Paint	N/A
6.	
7.	
8.	
9.	
10.	
Floor Covering (VCT)	51903 Blue/Grey
Interior Wall Covering (VCG)	Dove Grey

CUSTOMER SIGNATURE tem AD DATE: 10/17/12

SATELLITE SHELTERS, INC.
LIMITED DEALER'S WARRANTY

Satellite Shelters, Inc. ("SSI") provides this written Limited Dealer's Warranty to the original Owner/Purchaser/Buyer (the "Owner") of one or more modular buildings purchased by the Owner and installed by SSI at one or more locations under the jurisdiction of the Owner. This Limited Warranty is the EXCLUSIVE statement of SSI's warranties and obligations with respect to these buildings (the "Building") and their installation (the "Installation").

BASIC WARRANTY: Except as otherwise provided herein, and except for the EXCLUSIONS FROM COVERAGE specified below, SSI warrants that under normal use and service the Building and Installation will be free from defects in material and workmanship for a period of one (1) year from the date of installation, (the "Warranty Period"). **THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING EXPRESSED OR IMPLIED WARRANTY.** The date of installation for purposes herein shall commence upon acceptance or occupancy of the Building, whichever occurs first, by the Owner. If Owner has a claim under this Limited Warranty, it is the Owner's obligation to submit a written warranty claim to SSI within the Warranty Period at the address specified below. If Owner's warranty claim is approved by SSI, SSI or a party authorized by SSI will within a reasonable time period replace or repair free of charge (including related labor) any defective condition or part covered by this Limited Warranty. Warranty repairs or parts and replacements that have not been authorized by SSI before they are made or supplied will not be paid for by SSI. UNDER NO CIRCUMSTANCES WILL SSI BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, STATUTORY OR REGULATORY VIOLATION OR UNDER ANY OTHER LEGAL THEORY EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

EXCLUSIVE REMEDIES: Owner's sole and exclusive remedies for defects are those specifically provided in this written Limited Warranty. SSI's obligation shall be limited solely to replacing and/or repairing defective conditions. SSI neither assumes nor authorizes any person or entity to assume for SSI any other liability or obligation in connection with the sale and/or use of the Building, and there are no oral agreements or warranties collateral to or affecting the Building or any other warranty.

EXCLUSIONS FROM COVERAGE: This Limited Warranty does not cover (and consequently there is no warranty coverage from SSI for):

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Building or Installation.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any accident, collision, fire, earthquake, flood or other act of God involving or affecting the Building or Installation.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Building beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any repairs, additions, modifications or alterations to Building or the Installation or any components thereof made without the prior express written authorization of SSI.
- e) Any portion of the Building or any materials, components or other aspects of the Building that the manufacturer specified as being unwarrantable in a written notification given prior to construction of the Building to Owner or SSI.
- f) Any items or services that are a part of the routine maintenance of Building, including but not limited to minor adjustments to doors, cabinets, moldings and similar components once the Building has been accepted, re-caulking of windows after acceptance of the building, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers thereof.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure by the Owner to perform routine maintenance to the Building or Installation, including the items specified in the preceding subparagraph (f).
- h) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Building. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by SSI to Owner. If any component specified in this subparagraph proves to be defective, and Owner cannot order a replacement for such item from the supplier thereof, SSI shall assist Owner in obtaining a replacement of the defective component from the supplier. However, Owner will be solely liable for all costs of the replacement (if any), all shipping costs (if any) and the return of the defective component to the supplier thereof, if necessary. SSI shall have no liability for any labor or service costs associated with any claim by Owner pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement while the Building is outside the United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: Except as expressly provided in this Limited Warranty, SSI expressly disclaims any and all express and implied warranties of each and every nature and description, and this Limited Warranty is expressly in lieu of all other express or implied warranties, including any implied warranty of merchantability or fitness, and of all other obligations or liabilities on the part of SSI.

ASSIGNABILITY: This Limited Warranty is enforceable only by the original Owner of the Building, and may not be assigned or transferred in any way or to any extent except with the prior express written authorization of SSI. Except where SSI has expressly approved assignment of this Limited Warranty, no owner of the Building other than the first original Owner/Purchaser/Buyer shall have any express or implied warranty whatsoever from SSI. All express and implied warranties in favor of such subsequent owners of the Building are hereby disclaimed.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - E
SUBJECT: Request for Approval of FY 11/12 Final Budget/Amendment Transfer.

LOCATION:

N/A

BACKGROUND:

As part of the fiscal year end process, it is standard practice to process a year end budget amendment to "true up" department and fund budgets so that no department or fund reflects an over-budget situation in the City's CAFR.

Staff is requesting the following budget transfers/amendments:

General Fund - Budget Transfer

A total of \$10,700 to be transferred within the General Fund and \$18,000 transferred from the General Fund to the Streetlighting District Fund.

- \$5,100 needs to be transferred to the Legal Department. This is to cover on-going fees attributable to the Manji case that have not yet been reimbursed to the City.
- \$5,600 needs to be transferred to the Law Enforcement Department to cover the cost of a new roof at the Sheriff's office on Providence Blvd. This was unanticipated and was therefore unbudgeted.
- \$18,000 needs to be transferred to the Streetlighting Fund to cover a deficit in fund balance caused by revenues below budget and expenses over budget.
- \$28,700 needs to be transferred from General Government to cover the shortages in the above two General Fund Departments and the inter-fund transfer.

The General Fund is sufficiently under budget to cover all of the above adjustments.

Solid Waste Fund - Budget Amendment

Actual revenues fell below budget while actual expenditures

were higher than budgeted. As a result, a budget amendment from fund balance in the amount of \$134,000 is needed to cover both the revenue shortfall and excess expenditures.

Streetlighting District Fund - Budget Amendment

The Streetlighting District Fund had been running a surplus in previous years. As this is a pass-through fund and should, ideally, have a zero fund balance, City staff has been intentionally budgeting to gradually draw down this fund balance. In FY 11/12, the fund balance decreased enough to create a negative balance so an inter-fund transfer is needed.

ORIGINATING DEPARTMENT:

Budget Division

SOURCE OF FUNDS:

General Fund - N/A, Solid Waste Fund - Fund Balance, Streetlighting Districts Fund - General Fund Transfer

COST:

General Fund - N/A, Solid Waste Fund - \$134,000, Streetlighting Districts Fund - \$19,000

REVIEWED BY:

Deputy City Manager, City Attorney

STAFF RECOMMENDATION PRESENTED BY:

Robert Clinger, Finance Director - Approve General Fund budget transfer 2012-77, Solid Waste Fund budget amendment 2012-78 and Streetlighting District Fund budget amendment 2012-79.

POTENTIAL MOTION:

"I move we approval General Fund budget transfer 2012-77, Solid Waste Fund budget amendment 2012-78 and Streetlighting Districts Fund budget amendment 2012-79."

AGENDA ITEM APPROVED BY:

Faith G. Miller, City Manager

ATTACHMENTS:

- Solid waste year end true up budget amendment
- General Fund year end true up budget amendment and transfer
- Streetlighting Fund year end true up budget amendment

City of Deltona
Budget Amendment
 Fiscal Year 2011-2012

Amendment #: 2012-77 Date: November 19, 2012
 Fund: 001-General Fund Agenda Item: _____

		<u>Increase</u>	<u>Decrease</u>
Account #: 001140 523102	Amount: \$	5,100	
Description: GENERAL LEGAL SERVICES			
Account #: 001210 524603	Amount:	5,600	
Description: R&M - BUILDING			
Account #: 001190 524301	Amount:		28,700
Description: UTILITY SERVICES - GENERAL			
Account #: 001190 910106	Amount:	18,000	
Description: OPERATING TRANSFER OUT TO SLD			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Account #:	Amount:		
Description:			
Description:	This amendment results in no change in Budgetary Fund Balance.		

Reason: **Transfer needed to true-up Year End 9/30/12 expenses for the General Fund.**

ATTEST:

 Joyce Kent, City Clerk

 John C. Masiarczyk, Sr., Mayor

City of Deltona
Budget Amendment
 Fiscal Year 2011-2012

Amendment #: 2012-79 Date: November 19, 2012
 Fund: 106-Streetlighting Agenda Item: _____

	Increase	Decrease
Account #: 106 363100 SL121	Amount:	\$ 4,200
Description: FEES-ARBOR RIDGE I		
Account #: 106410 524999	Amount:	14,800
Description: OTHER CURRENT CHARGES		
Account #: 106 381106	Amount:	18,000
Description: OPERATING TRANSFER IN FROM 001		
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 \$1,000.		

Reason: **Transfer needed to true-up Year End 9/30/12 expenses for the Streetlighting Fund.**

ATTEST:

 Joyce Kent, City Clerk

 John C. Masiarczyk, Sr., Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 8 - A
SUBJECT: Public Hearing - Ordinance No. 18-2012, Abandoning rights-of-way within the area known as Dewey Boster Sports Complex, for first reading.

LOCATION:	This Ordinance abandons the undeveloped rights of way that run through Dewey Boster Park.
BACKGROUND:	<p>Article III of the Deltona Code of Ordinances was adopted by the City Commission and may be cited as the "City Easement Abandonment Article".</p> <p>The City of Deltona, property owners, submitted an Abandonment of Right-of-Way application (Project No. EZ12-001) in accordance with Section 58-34, Deltona Code of Ordinances.</p>
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Deputy City Manager, Planning and Development Services Director, Parks and Recreation Director
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - Staff recommends approval of Ordinance No. 18-2012.
POTENTIAL MOTION:	"I hereby move to approve Ordinance No. 18-2012, at first reading and to schedule second and final reading for December 10, 2012."
AGENDA ITEM	

APPROVED BY:

Becky Vose, City Attorney

ATTACHMENTS:

- Ordinance No. 18-2012
- ROW - Exhibits
- ROW - Description of Properties

ORDINANCE NO. 18-2012

AN ORDINANCE OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, ABANDONING ALL OF SOUTHRIDGE TRAIL, ALL OF PINE CONE TRAIL, A PORTION OF CENTRAL TRAIL, A PORTION OF DEEPWATER TRAIL, A PORTION OF PINE RIDGE DRIVE, A PORTION OF BRUSHWATER DRIVE, A PORTION OF CLEARWATER DRIVE, A PORTION OF TIMBER RIDGE DRIVE, AND A PORTION OF FORREST DRIVE, AS SHOWN ON THE PLAT OF TIMBER RIDGE CAMP SITES, PER PLAT RECORDED IN PLAT BOOK 11, PAGE 74, PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. PROJECT NO. EZ12-001.

WHEREAS, Article III of the Deltona Code of Ordinances was adopted by the City Commission and may be cited as the “City Easement Abandonment Article”; and

WHEREAS, the City of Deltona, property owners, submitted an Abandonment of Right-of-Way application in accordance with section 58-34, Deltona Code of Ordinances; and

WHEREAS, The City Commission of the City of Deltona has the power and authority to vacate and abandon streets, rights-of-way and alleys 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 rights-of-way.

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

SECTION ONE. The rights-of-way described in **Exhibit A & Exhibit B**, are hereby declared to be vacated and abandoned. Any right, title and interest as rights-of-way are hereby vacated, renounced and disclaimed.

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 _____, 2012.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

John C. Masiarczyk, Sr., MAYOR

ATTEST:

Joyce Kent, 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

EXHIBIT A

LEGAL DESCRIPTION:

THAT PORTION OF THE TIMBER RIDGE DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 7, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 25, BLOCK 8, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 31, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE SOUTHWEST CORNER OF LOT 21, BLOCK 32, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

AND

THAT PORTION OF THE FOREST DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 8, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 25, BLOCK 9, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 32, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE SOUTHWEST CORNER OF LOT 21, BLOCK 33, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

AND

THAT PORTION OF THE PINE RIDGE DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 16, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 32, BLOCK 15, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 33, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE SOUTHWEST CORNER OF LOT 21, BLOCK 34, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

AND

THAT PORTION OF THE BRUSHWOOD DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 10, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 25, BLOCK 11, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 10, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE SOUTHWEST CORNER OF LOT 17, BLOCK 11, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

AND

THAT PORTION OF THE BRUSHWOOD DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 15, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 32, BLOCK 14, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHERLY EXTENT OF THE NORTH 25 FEET OF THE SOUTHRIDGE TRAIL RIGHT OF WAY.

AND

THAT PORTION OF THE CLEARWATER DRIVE RIGHT OF WAY, STARTING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 14, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 24, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING SOUTH TO THE SOUTHERLY EXTENT OF THE NORTH 25 FEET OF THE SOUTHRIDGE TRAIL RIGHT OF WAY.

AND

THAT PORTION OF THE SOUTHRIDGE TRAIL RIGHT OF WAY, STARTING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 30, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 31, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING EAST TO THE SOUTHEAST CORNER OF THE SOUTHERLY EXTENT OF THE NORTH 25 FEET OF THE SOUTHRIDGE TRAIL RIGHT OF WAY AND THE SOUTHEAST CORNER OF LOT 16 BLOCK 25, TIMBER RIDGE CAMPSITES MB 11, PAGE 74

AND

THAT PORTION OF THE PINE CONE TRAIL RIGHT OF WAY, STARTING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 19, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 30, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING EAST TO THE SOUTHEAST CORNER OF LOT 24, BLOCK 24, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE NORTHEAST CORNER OF LOT 1, BLOCK 25, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

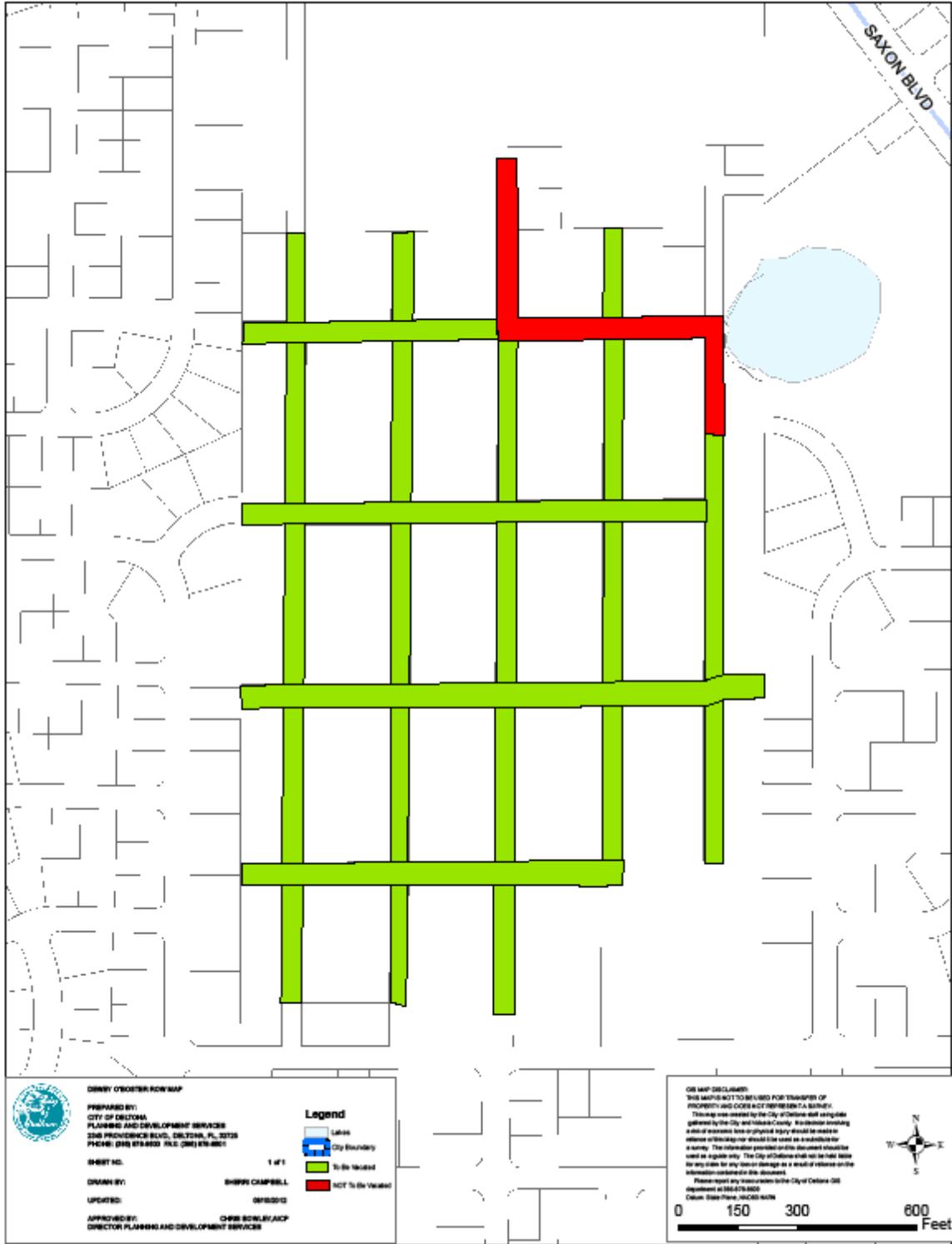
AND

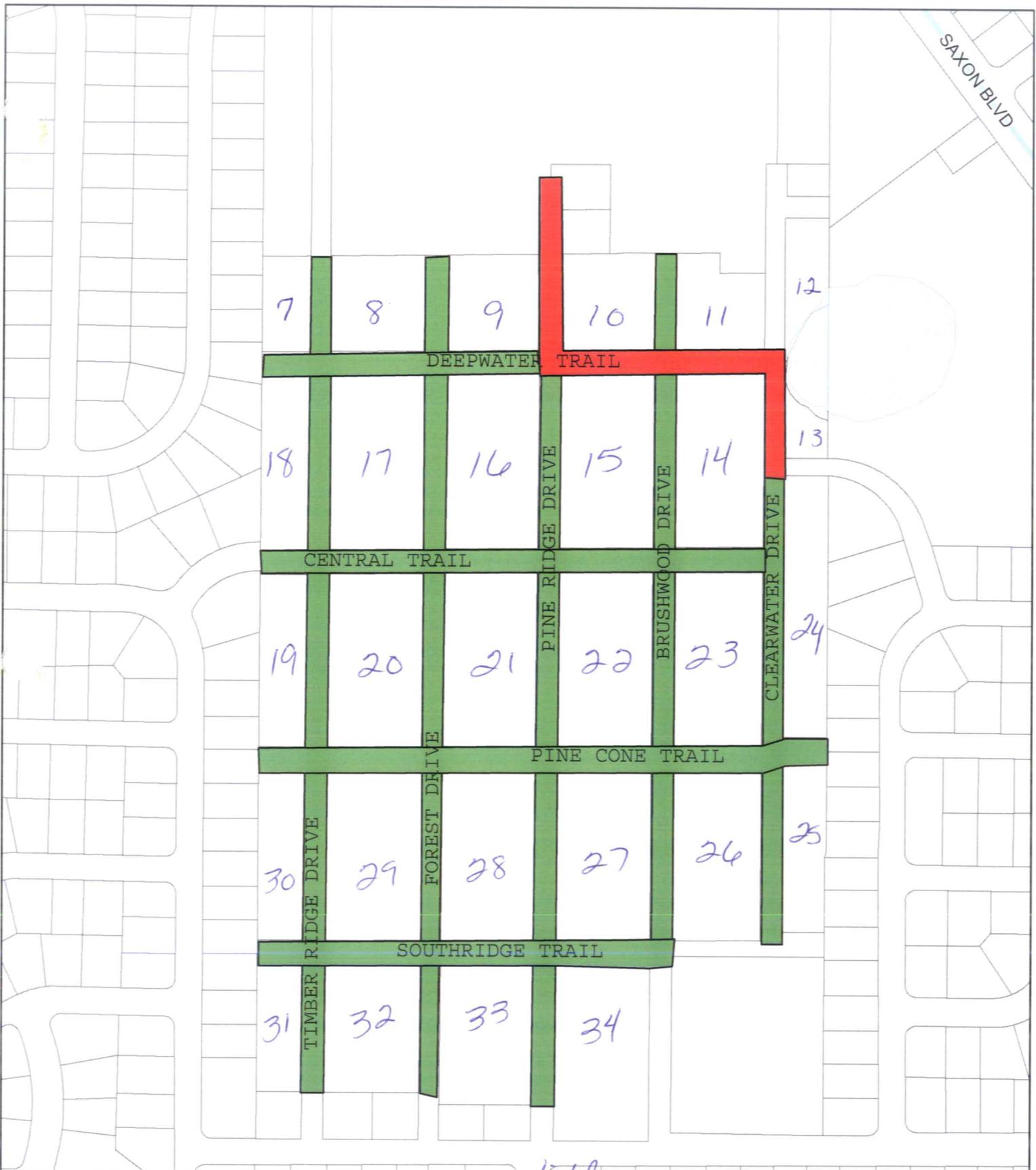
THAT PORTION OF THE CENTRAL TRAIL RIGHT OF WAY, STARTING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 18, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 19, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING EAST TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 14 TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE NORTHEAST CORNER OF LOT 1, BLOCK 23, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

AND

THAT PORTION OF THE DEEPWATER TRAIL RIGHT OF WAY, STARTING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 7, TIMBER RIDGE CAMPSITES, MB 11, PAGE 74, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 18, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, RUNNING EAST TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 9, TIMBER RIDGE CAMPSITES MB 11, PAGE 74, AND THE NORTHEAST CORNER OF LOT 1, BLOCK 16, TIMBER RIDGE CAMPSITES MB 11, PAGE 74.

EXHIBIT "B"





DEWEY O'BOSTER ROW MAP
 PREPARED BY:
 CITY OF DELTONA
 PLANNING AND DEVELOPMENT SERVICES
 2345 PROVIDENCE BLVD., DELTONA, FL, 32725
 PHONE: (386) 878-8600 FAX: (386) 878-8601

SHEET NO. 1 of 1
 DRAWN BY: SHERRI CAMPBELL
 UPDATED: 08/10/2012
 APPROVED BY: CHRIS BOWLEY, AICP
 DIRECTOR PLANNING AND DEVELOPMENT SERVICES

Legend

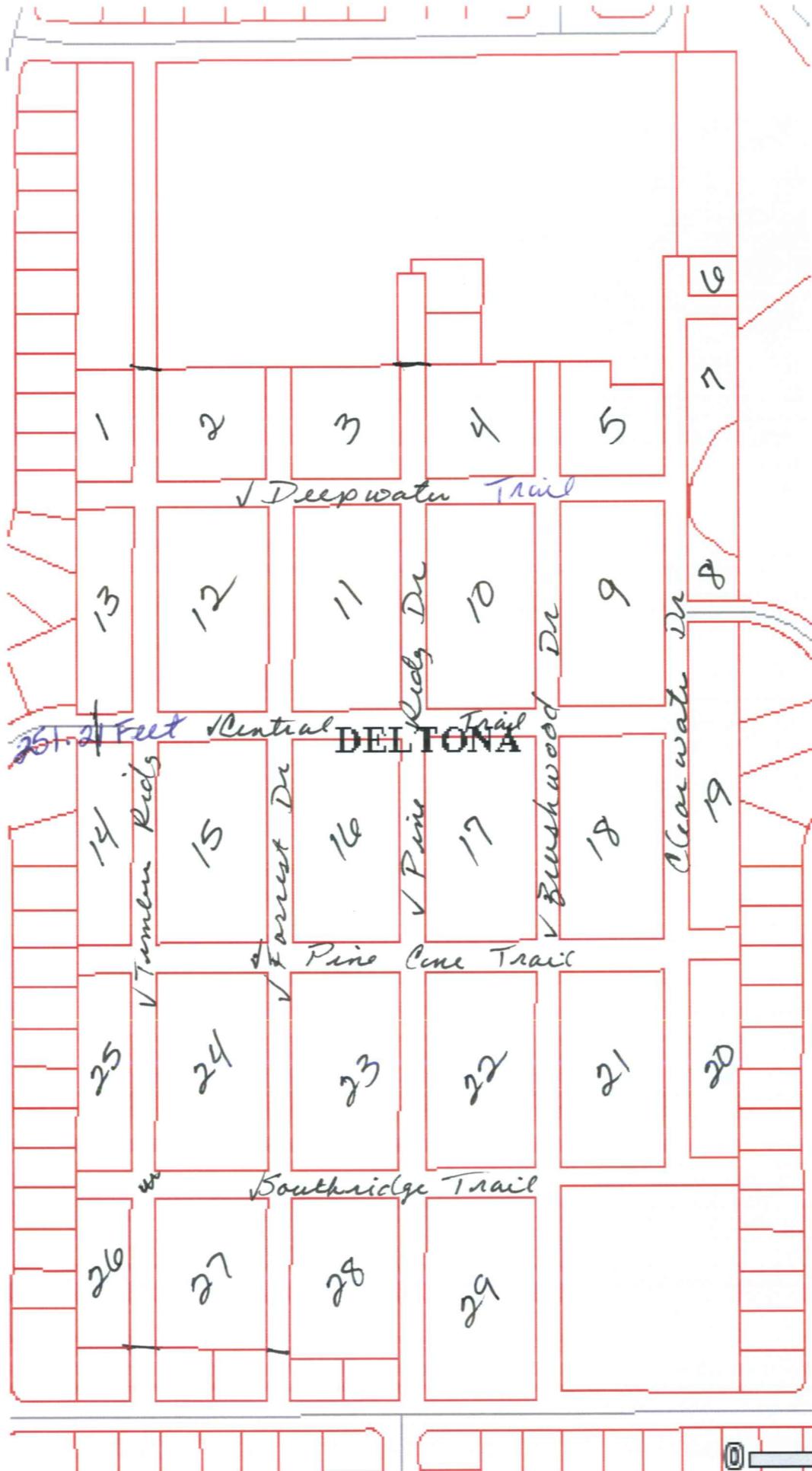
- Lakes
- City Boundary
- To Be Vacated
- NOT To Be Vacated

title search

GIS MAP DISCLAIMER:
 THIS MAP IS NOT TO BE USED FOR TRANSFER OF PROPERTY AND DOES NOT REPRESENT A SURVEY. This map was created by the City of Deltona staff using data gathered by the City and Volusia County. No decision involving a risk of economic loss or physical injury should be made in reliance of this Map nor should it be used as a substitute for a survey. The information provided on this document should be used as a guide only. The City of Deltona shall not be held liable for any claim for any loss or damage as a result of reliance on the information contained in this document.
 Please report any inaccuracies to the City of Deltona GIS department at 386-878-8609
 Datum: State Plane, NAD83 HARN









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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID	29-18-31-01-07-0080	Mill Group	016 Deltona	
Short Parcel ID	8129-01-07-0080			
Alternate Key	5172694	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	27 MAR 1990			
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>	
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	NO STREET DELTONA 32725			

LEGAL DESCRIPTION
LOTS 8 TO 16 INC BLK 7 TIMBER RIDGE CAMPSITES MB 11 PG 74 PE
R OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES									<input type="button" value="GO TO ADD'L HISTORY"/>			
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	6,300	0	0	6,300	6,300	6,300	6,300	6,300	0	0	0	0
2010	6,300	0	0	6,300	6,300	6,300	6,300	6,300	0	0	0	0

LAND DATA



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-08-0080 8129-01-08-0080	Mill Group	016 Deltona		
Alternate Key	2583193	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION	
LOTS 8 TO 25 INC BLK 8 TIMBER RIDGE CAMPSITES MB 11 PG 74 PER OR 4645 PG 3181	

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	12,600	0	12,751	25,351	25,351	25,351	25,351	25,351	0	0	0	0
2010	12,600	0	13,626	26,226	26,226	26,226	26,136	26,226	0	0	0	0

LAND DATA												

3

3



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID Short Parcel ID	29-18-31-01-09-0080 8129-01-09-0080	Mill Group	016 Deltona	
Alternate Key	5172741	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	28 MAR 1990			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	NO STREET DELTONA 32725			

LEGAL DESCRIPTION
LOTS 8 TO 25 INC BLK 9 TIMBER RIDGE CAMPSITES MB 11 PG 74 PER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500
2	3441	1186	3/1990	Warranty Deed	Multi parcel sale	No	10,000

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	12,600	0	0	12,600	12,600	12,600	12,600	12,600	0	0	0	0
2010	12,600	0	0	12,600	12,600	12,600	12,600	12,600	0	0	0	0



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID	29-18-31-01-10-0080	Mill Group	016 Deltona	
Short Parcel ID	8129-01-10-0080			
Alternate Key	5172716	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	27 MAR 1990			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	NO STREET DELTONA 32725			

LEGAL DESCRIPTION
LOTS 8 TO 25 INC BLK 10 TIMBER RIDGE CAMPSITES MB 11 PG 74 P
ER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500
2	3441	1184	2/1990	Warranty Deed	Multi parcel sale	No	39,800

HISTORY OF VALUES								<input type="button" value="GO TO ADD'L HISTORY"/>				
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	12,600	0	0	12,600	12,600	12,600	12,600	12,600	0	0	0	0
2010	12,600	0	0	12,600	12,600	12,600	12,600	12,600	0	0	0	0

6

5



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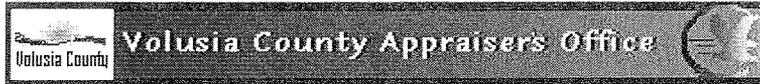
Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID Short Parcel ID	29-18-31-01-11-0100 8129-01-11-0100	Mill Group	016 Deltona	
Alternate Key	2583304	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	CLEARWATER DR DELTONA 32725			

LEGAL DESCRIPTION
LOTS 10 TO 25 INC BLK 11 TIMBER RIDGE CAMP SITE MB 11 PG 74 PER OR 2164 PGS 1582 & 1584

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4802	3284	1/2002	Order of Taking	Unqualified Sale	No	100

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0
2010	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0

LAND DATA												



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-01-0170 8129-01-01-0170	Mill Group	016 Deltona		
Alternate Key	2583061	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address					

LEGAL DESCRIPTION
LOTS 17 18 & 19 BLK 1 TIMBER RIDGE CAMPSITES PER OR 4802 PG
3284

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4802	3284	1/2002	Order of Taking	Unqualified Sale	No	100
2	2091	0642	7/1979	Warranty Deed	Qualified Sale	No	3,000

HISTORY OF VALUES								<input type="button" value="GO TO ADD'L HISTORY"/>				
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	2,100	0	0	2,100	2,100	2,100	2,100	2,100	0	0	0	0
2010	2,100	0	0	2,100	2,100	2,100	2,100	2,100	0	0	0	0



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-12-0010 8129-01-12-0010	Mill Group	016 Deltona		
Alternate Key	6972397	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	02 MAR 2009				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CLEARWATER DR DELTONA 32725				

LEGAL DESCRIPTION												
ALL BLK 12 TIMBER RIDGE CAMPSITE MB 11 PG 74 PER OR 2164 PGS												
1582 & 1584												

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
NONE							

HISTORY OF VALUES								<input type="button" value="GO TO ADD'L HISTORY"/>				
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	2,380	0	0	2,380	2,380	2,380	2,380	2,380	0	0	0	0
2010	2,380	0	0	2,380	2,380	2,380	2,380	2,380	0	0	0	0

LAND DATA												
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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-13-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-13-0010				
Alternate Key	5695140	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	03 JUN 1997				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA				

LEGAL DESCRIPTION	
BLK 13 TIMBER RIDGE CAMPSITES MB 11 PG 74 PER OR 44802 PG 32	
84	

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4802	3284	1/2002	Order of Taking	Unqualified Sale	No	100
2	4203	0891	5/1997	Personal Representative	Affiliated Parties	No	10

HISTORY OF VALUES									<input type="button" value="GO TO ADD'L HISTORY"/>			
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	1,960	0	0	1,960	1,960	1,960	1,960	1,960	0	0	0	0
2010	1,960	0	0	1,960	1,960	1,960	1,960	1,960	0	0	0	0



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-14-0010 8129-01-14-0010	Mill Group	016 Deltona		
Alternate Key	6972184	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	02 MAR 2009				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CLEARWATER DR DELTONA 32725				

LEGAL DESCRIPTION												
LOTS 1 THRU 32 BLK 14 BLK 11TIMBER RIDGE CAMPSITES MB 11 PG												
74 PER OR 44802 PG 3284												

SALES HISTORY												
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE					
NONE												

HISTORY OF VALUES											<input type="button" value="GO TO ADD'L HISTORY"/>	
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA												

10

10



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID	29-18-31-01-15-0010	Mill Group	016 Deltona	
Short Parcel ID	8129-01-15-0010			
Alternate Key	2583401	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	1200 SAXON BLVD DELTONA 32725			

LEGAL DESCRIPTION

LOTS 1 TO 32 INC BLK 15 TIMBER RIDGE CAMPSITES

PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	51,716	74,116	74,116	74,116	74,116	74,116	0	0	0	0
2010	22,400	0	54,249	76,649	76,649	76,649	69,589	76,649	0	0	0	0

LAND DATA

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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-16-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-16-0010				
Alternate Key	5172759	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	28 MAR 1990				
Owner Name	CITY OF DELTONA	GO TO ADD'L OWNERS			
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CENTRAL TR DELTONA 32725				

LEGAL DESCRIPTION
ALL BLK 16 TIMBER RIDGE CAMPSITES MB 11 PG 74 PER OR 4645
PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500
2	3441	1186	3/1990	Warranty Deed	Multi parcel sale	No	10,000

HISTORY OF VALUES										GO TO ADD'L HISTORY		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	92,417	114,817	114,817	114,817	51,110	114,817	0	0	0	0
2010	22,400	0	101,405	123,805	123,805	123,805	46,464	123,805	0	0	0	0

LAND DATA													
CODE	TYPE OF LAND USE	FRONTAGE	DEPTH	# OF UNITS	UNIT TYPE	RATE	DPH	LOC	SHP	PHY	JUST VAL		
			No										

12

17



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-17-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-17-0010				
Alternate Key	2583410	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION
LOTS 1 TO 32 INC BLK 17 TIMBER RIDGE CAMPSITES MB 11 PG 74 P
ER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES											<input type="button" value="GO TO ADD'L HISTORY"/>	
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	15,961	38,361	38,361	38,361	38,361	38,361	0	0	0	0
2010	22,400	0	18,260	40,660	40,660	40,660	40,660	40,660	0	0	0	0

LAND DATA												

13

13



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser		
Full Parcel ID	29-18-31-01-18-0010	Mill Group	016 Deltona	
Short Parcel ID	8129-01-18-0010			
Alternate Key	2583461	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	NO STREET DELTONA 32725			

LEGAL DESCRIPTION

LOTS 1 TO 16 INC BLK 18 TIMBER RIDGE CAMPSITES MB 11 PG 74 P
ER OR 4645 PG 3189

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3189	11/2000	Warranty Deed	Multi parcel sale	No	200,000
2	4547	4246	4/2000	Warranty Deed	Multi parcel sale	No	5,000
3	2993	1515	11/1986	Quit Claim Deed	Multi parcel sale	No	100

HISTORY OF VALUES

YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0
2010	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0

14

14



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser		
Full Parcel ID	29-18-31-01-19-0010	Mill Group	016 Deltona	
Short Parcel ID	8129-01-19-0010			
Alternate Key	2583517	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	CENTRAL TR DELTONA 32725			

LEGAL DESCRIPTION
LOTS 1 TO 16 INC BLK 19 TIMBER RIDGE CAMPSITES MB 11 PG 74 P
ER OR 4873 PG 1277

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4873	1277	5/2002	Warranty Deed	Government acquisition	No	1,650
2	3614	1023	2/1991	Trustee's Deed	Affiliated Parties	No	100
3	1880	1701	1/1977	Warranty Deed	Qualified Sale	No	3,000

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0
2010	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0

16

15



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser		
Full Parcel ID	29-18-31-01-20-0010	Mill Group	016 Deltona	
Short Parcel ID	8129-01-20-0010			
Alternate Key	2583550	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	CENTRAL TR DELTONA 32725			

LEGAL DESCRIPTION
 LOTS 1 TO 32 INC BLK 20 TIMBER RIDGE CAMP SITES MB 11 PG 74
 PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

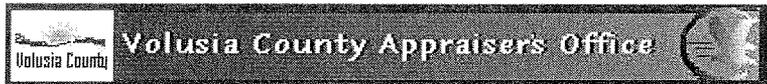
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA

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16

16



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-21-0010 8129-01-21-0010	Mill Group	016 Deltona		
Alternate Key	2583576	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CENTRAL TR DELTONA 32725				

LEGAL DESCRIPTION	
LOTS 1 TO 32 INC BLK 21 TIMBER RIDGE CAMPSITES MB 11 PG 74 PER OR 4645 PG 3189	

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3189	11/2000	Warranty Deed	Multi parcel sale	No	200,000
2	4535	2429	3/2000	Warranty Deed	Qualified Sale	No	1,200
3	3126	0103	4/1988	Tax Deed	Unqualified Sale	No	700

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>			
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL	
2011	12,600	0	0	12,600	12,600	12,600	12,600	12,600	0	0	0	0	

17

17



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-22-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-22-0010				
Alternate Key	2583614	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CENTRAL TR DELTONA 32725				

LEGAL DESCRIPTION
 LOTS 1 TO 32 INC BLK 22 TIMBER RIDGE CAMP SITES MB 11 PG 74
 PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

YEAR	LAND	BLDG (\$)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	29,298	51,698	51,698	51,698	51,698	51,698	0	0	0	0
2010	22,400	0	31,023	53,423	53,423	53,423	53,423	53,423	0	0	0	0

LAND DATA

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18

18



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-23-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-23-0010				
Alternate Key	2583681	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CENTRAL TR DELTONA 32725				

LEGAL DESCRIPTION
 LOTS 1 TO 32 INC BLK 23 TIMBER RIDGE CAMP SITES MB 11 PG 74
 PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

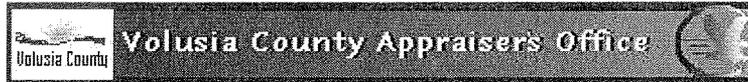
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA

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19

19



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser		
Full Parcel ID	29-18-31-01-24-0010	Mill Group	016 Deltona	
Short Parcel ID	8129-01-24-0010			
Alternate Key	2583711	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	CLEARWATER DR DELTONA 32725			

LEGAL DESCRIPTION
LOTS 1 TO 24 INC BLK 24 TIMBER RIDGE CAMP SITES MB 11 PG 74
PER OR 4307 PG 1022

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4802	3284	1/2002	Order of Taking	Unqualified Sale	No	100
2	4307	1022	1/1998	Quit Claim Deed	Affiliated Parties	No	10

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>			
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL	
2011	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0	
2010	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0	

20

20



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-25-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-25-0010				
Alternate Key	2583771	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CLEARWATER DR DELTONA 32725				

LEGAL DESCRIPTION
LOTS 1 TO 16 INC BLK 25 TIMBER RIDGE CAMP SITES MB 11 PG 74
PER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0
2010	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0

LAND DATA												

21

21



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-26-0010 8129-01-26-0010	Mill Group	016 Deltona		
Alternate Key	2583801	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	CLEARWATER DR DELTONA 32725				

LEGAL DESCRIPTION
 LOTS 1 TO 32 INC BLK 26 TIMBER RIDGE CAMP SITES MB 11 PG 74
 PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA

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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-27-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-27-0010				
Alternate Key	2583886	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION
 LOTS 1 TO 32 INC BLK 27 TIMBER RIDGE CAMP SITES MB 11 PG 74
 PER OR 4645 PG 3181

SALES HISTORY

#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

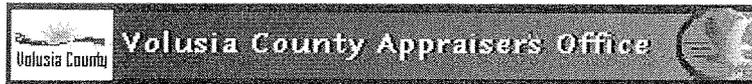
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA

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23

23



The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section within the property record card below.

Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office			
		<u>Property Record Card (PRC)</u> Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-28-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-28-0010				
Alternate Key	2583916	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>			
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION
LOTS 1TO 32 INC BLK 28 TIMBER RIDGE CAMP SITES MB 11 PG 74 P
ER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA												

24

24



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-29-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-29-0010				
Alternate Key	2583983	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION
LOTS 1 TO 32 INC BLK 29 TIMBER RIDGE CAMP SITES MB 11 PG 74
PER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA												

25

25



The Volusia County Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The values shown in the Total Values section at the end of the Property Record Card are "Working Tax Roll" values, as our valuations proceed during the year. These Working Values are subject to change until the Notice of Proposed Taxes (TRIM) are mailed in mid-August. For Official Tax Roll Values, see the History of Values section within the property record card below.

Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID	29-18-31-01-30-0010	Mill Group	016 Deltona		
Short Parcel ID	8129-01-30-0010				
Alternate Key	2584017	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION
 LOTS 1 TO 16 INC BLK 30 TIMBER RIDGE PER OR 4645 PG 3181

SALES HISTORY

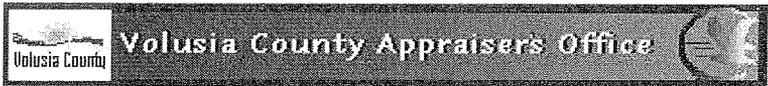
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES

YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0
2010	11,200	0	0	11,200	11,200	11,200	11,200	11,200	0	0	0	0

LAND DATA

CODE	TYPE OF LAND USE	FRONTAGE	DEPTH	# OF UNITS	UNIT TYPE	RATE	DPH	LOC	SHP	PHY	JUST VAL



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser		
Full Parcel ID Short Parcel ID	29-18-31-01-31-0010 8129-01-31-0010	Mill Group	016 Deltona	
Alternate Key	2584050	2011 Final Millage Rate	25.89230	
Parcel Status	Active Parcel	PC Code	89	
Date Created	20 DEC 1981			
Owner Name	CITY OF DELTONA	<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1				
Owner Address 2	2345 PROVIDENCE BLVD			
Owner Address 3	DELTONA FL			
Owner Zip Code	32725			
Location Address	1022 TIMBER RIDGE DR DELTONA 32725			

LEGAL DESCRIPTION
LOTS 1 TO 12 INC BLK 31 TIMBER RIDGE CAMP SITES MB 11 PG 74
PER OR 4645 PG 3181

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES									<input type="button" value="GO TO ADD'L HISTORY"/>			
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	8,400	0	0	8,400	8,400	8,400	8,400	8,400	0	0	0	0
2010	8,400	0	0	8,400	8,400	8,400	8,400	8,400	0	0	0	0

LAND DATA

27

27



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A. Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-32-0010 8129-01-32-0010	Mill Group	016 Deltona		
Alternate Key	2584068	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

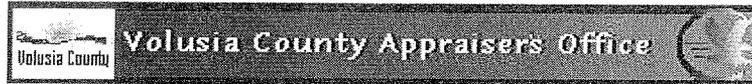
LEGAL DESCRIPTION
LOTS 1 TO 12 INC & LOTS 21 TO 0 32 INC BLK 32 TIMBER RIDGE C AMP SITES MB 11 PG 74 PER OR 4645 PG 3189

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3189	11/2000	Warranty Deed	Multi parcel sale	No	200,000
2	2177	1227	6/1980	Warranty Deed	Qualified Sale	No	1,000

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0
2010	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0

28

28



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-33-0010 8129-01-33-0010	Mill Group	016 Deltona		
Alternate Key	2584122	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION	
LOTS 1 TO 12 & LOTS 21 TO 32 INC BLK 33 TIMBER RIDGE CAMP SI TES MB 11 PG 74 PER OR 4645 PG 3181	

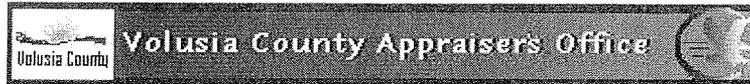
SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0
2010	16,800	0	0	16,800	16,800	16,800	16,800	16,800	0	0	0	0

LAND DATA												

29

29



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Last Updated: 06-19-2012 Today's Date: 6-20-2012		Volusia County Property Appraiser's Office Property Record Card (PRC) <u>Morgan B. Gilreath Jr., M.A., A.S.A., C.F.A.</u> Property Appraiser			
Full Parcel ID Short Parcel ID	29-18-31-01-34-0010 8129-01-34-0010	Mill Group	016 Deltona		
Alternate Key	2584131	2011 Final Millage Rate	25.89230		
Parcel Status	Active Parcel	PC Code	89		
Date Created	20 DEC 1981				
Owner Name	CITY OF DELTONA		<input type="button" value="GO TO ADD'L OWNERS"/>		
Owner Name/Address 1					
Owner Address 2	2345 PROVIDENCE BLVD				
Owner Address 3	DELTONA FL				
Owner Zip Code	32725				
Location Address	NO STREET DELTONA 32725				

LEGAL DESCRIPTION	
LOTS 1 TO 32 INC BLK 34 TIMBER RIDGE CAMPSITES MB 11 PG 74 P ER OR 4645 PG 3181	

SALES HISTORY							
#	BOOK	PAGE	DATE	INSTRUMENT	QUALIFICATION	IMPROVED?	SALE PRICE
1	4645	3181	11/2000	Warranty Deed	Multi parcel sale	No	218,500

HISTORY OF VALUES										<input type="button" value="GO TO ADD'L HISTORY"/>		
YEAR	LAND	BLDG (S)	MISC	JUST	ASD	SCH ASD	NS ASD	EXEMPT	TXBL	SCH TXBL	ADD'L EX	NS TXBL
2011	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0
2010	22,400	0	0	22,400	22,400	22,400	22,400	22,400	0	0	0	0

LAND DATA												



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 8 - B
SUBJECT: Public Hearing - Resolution No. 2012-39, Pertaining to signs or notices on homes prohibiting solicitors/peddlers.

LOCATION:	City-wide
BACKGROUND:	At the October 25, 2012 workshop the No Solicitation issue was presented to the City Commission as a proposed ordinance. At that workshop it was agreed that this issue would properly be dealt with as a Resolution.
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Enforcement Services Director, VCSO, City Manager
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - Staff recommends that the City Commission approve Resolution No. 2012-39, pertaining to signs or notices on homes prohibiting solicitors/peddlers.
POTENTIAL MOTION:	"I hereby move to approve Resolution No. 2012-39, Pertaining to signs or notices on homes prohibiting solicitors/peddlers."
AGENDA ITEM APPROVED BY:	<hr/> Becky Vose, City Attorney
ATTACHMENTS:	<ul style="list-style-type: none">• Resolution No. 2012-39

RESOLUTION NO. 2012-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, PERTAINING TO SIGNS OR NOTICES ON HOMES PROHIBITING SOLICITORS/PEDDLERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission for the City of Deltona is committed to facilitating the quiet enjoyment of the homes and other properties within the city; and

WHEREAS, the unregulated practice of soliciting/peddling can result in the opening of doors by unsuspecting occupants to persons with a criminal intent, thereby creating a significant risk to the public health, safety and welfare; and

WHEREAS, the knocking on doors and/or ringing of door bells can be utilized by burglars to determine if any occupant is present at a property for purposes of casing the property for the commission of a criminal act; and

WHEREAS, the City Commission has determined that the people of Deltona should be granted the right to post signs or notices prohibiting solicitors/peddlers, to protect themselves and their properties from crime, potential personal harm or injury, and unnecessary disturbance.

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

SECTION 1. NO SOLICITING SIGNS PERMITTED. Within the city limits of the City of Deltona, occupants of homes or other structures shall be permitted to post signs or notices no larger than one square foot at doorways, fences and/or other entranceways that state in effect No Soliciting, No Peddling, No Trespassing, or other similar language. Any such notice so exhibited shall constitute sufficient notice to any solicitor/peddler of the determination by the occupant of the residence or other building or structure, that soliciting/peddling by any person is prohibited at such location.

SECTION 2. SIGN TEMPLATE TO BE MADE AVAILABLE BY CITY.

The city shall create a sign template that can be used by individuals and/or businesses as a pattern for signs permitted under this resolution. Such sign shall state in general:

**NO SOLICITING OR
PEDDLING PERMITTED**

City of Deltona Res. #2012-39

SECTION 3. INTENT. It is the intent of this Resolution to request that signs permitted under this Resolution be respected, and that when such a sign is posted, no solicitor and/or peddler shall knock on doors, ring doorbells, or otherwise disturb the occupant of such home or other structure.

SECTION 4. CONFLICTS. All Resolutions or parts of Resolutions insofar as they are inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of any conflict.

SECTION 5. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2012.

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE KENT, 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:** 11/19/2012
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 9 - A
SUBJECT: Public Hearing - Ordinance No. 20-2012, Adding Article VII, "Mandatory Spay and Neuter", to Chapter 14, "Animals", of the City's Code of Ordinances, relating to the mandatory spaying and neutering of dogs and cats, for second and final reading.

LOCATION:

City-wide

BACKGROUND:

At the Regular City Commission Meeting on Monday, October 15, 2012 the City Commission tabled the second and final reading of Ordinance No. 15-2012 until November 19, 2012.

The mandatory spay and neuter ordinance was requested by Commissioner Herzberg to address the issue of unintended or uncontrolled breeding of dogs and cats which leads to many dogs, cats, puppies and kittens being unwanted, becoming strays, suffering starvation and death, and being impounded and euthanized at great expense to the City. The Ordinance was patterned after Volusia County's Ordinance. A copy of a portion of the minutes from September 17th's Commission meeting are attached for the Commission's information.

At the October 8th Commission workshop, the Commission discussed the proposed Ordinance and agreed to consider tabling the Ordinance at second and final reading to a time certain to allow staff and the elected officials more time to consider revisions to the Ordinance. The Ordinance was included on the October 15th Commission agenda because it had already been advertised for second and final reading, and that time was tabled to November 19th.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:	N/A
REVIEWED BY:	City Attorney
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - That the Commission table Ordinance No. 20-2012.
POTENTIAL MOTION:	"I move to table Ordinance No. 20-2012."
AGENDA ITEM APPROVED BY:	<hr style="width: 30%; margin-left: 0;"/> Becky Vose, City Attorney
ATTACHMENTS:	<ul style="list-style-type: none"> • Ordinance No. 20-2012 • Portion of September 17th RCM Minutes

ORDINANCE NO. 20 - 2012

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING ARTICLE VII, "MANDATORY SPAY AND NEUTER," TO CHAPTER 14, "ANIMALS," OF THE CODE OF ORDINANCES OF THE CITY OF DELTONA; RELATING TO THE MANDATORY SPAYING AND NEUTERING OF DOGS AND CATS, PROVIDING EXCEPTIONS, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, The City of Deltona has determined that the unintended or uncontrolled breeding of dogs and cats within the city leads to many dogs, cats, puppies, and kittens being unwanted, becoming strays, suffering privation and death, being impounded and euthanized at great expense to the community, and constituting a public nuisance and public health hazard; and

WHEREAS, The City of Deltona declares that every feasible means of reducing the number of unwanted dogs, cats, puppies, and kittens be encouraged.

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

SECTION 1. Chapter 14, "*Animals*", of the Code of Ordinances of the City of Deltona is hereby amended by creating Article VII, "Mandatory Spay and Neuter" to read as follows:

ARTICLE VII. MANDATORY SPAY AND NEUTER.

Sec. 14-275. Requirement.

No person may harbor a dog or cat six months of age or older within the City of Deltona that has not been spayed or neutered unless such person holds an unaltered animal permit for each unaltered dog or cat, unless the dog or cat is otherwise exempt under this section. The animal control officer shall be responsible for the issuance of unaltered animal permits. Such permits shall be in addition to the license required under Section 14-141 of this Code.

Sec. 14-276. Unaltered animal permit.

City of Deltona
Ordinance No. 20-2012
Page 2 of 6

An owner of an unaltered dog or cat shall qualify for an unaltered animal permit upon the payment of a \$25 permit fee only if one of the following is satisfied:

(a) *Shows and competitions.* The dog or cat is used to show, to compete or to breed, and is of a breed recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), American Dog Breeders Association (ADBA), Cat Fanciers' Association (CFA), or other bona fide registry and meets one of the following requirements:

(i) The dog or cat has competed in at least one show or sporting competition sanctioned by a bona fide national registry within the last 365 days;

(ii) The dog earned conformation, obedience, agility, carting, herding, hunting, protection, rally, sporting, working or other title from a purebred dog registry, referenced above, or other registry or dog sport association; or

(iii) The owner of the dog or cat is a member of, and the dog or cat is registered with, a bona fide purebred dog breed club or cat fancier's association, which maintains and enforces a code of ethics for dog or cat breeding that includes restrictions from breeding dogs or cats with genetic defects and life threatening health problems that commonly threaten the breed, or

(iv) The owner signs a statement under oath attesting that the dog or cat is being trained to comply with subsections (i) or (ii) above.

(b) *Medical fitness.* A veterinarian licensed in the State of Florida certifies in writing that a dog or cat is medically unfit to undergo the required spay or neuter procedure because of a medical condition, including but not limited to age, and such condition would be substantially aggravated by the procedure, or the procedure would likely result in the death of the dog or cat. The certification must state the date, if any, by which the dog or cat may be spayed or neutered. As soon as the medical condition that prevents a dog or cat from being spayed or neutered ceases to exist, it shall be the duty of the owner to have it spayed or neutered within 30 days.

(c) *Law enforcement.* The dog is currently used by a law enforcement agency for law enforcement purposes or is part of a bona fide law enforcement animal breeding program.

(d) *Service animals.* A dog or cat that is a service animal as defined in F.S. § 413.08, or is part of a bona fide service animal breeding program.

City of Deltona
Ordinance No. 20-2012
Page 3 of 6

(e) *Breeders.* The owner demonstrates to the animal control officer proof of a breeding contract for a particular dog or cat, membership in a bona fide national or state organization for the perpetuation of a given breed of dog or cat, or proof of a litter produced by breeding of the dog or cat within the last 365 days.

(f) *Hunting and herding dogs.* The dog is currently used as, or trained to be, a hunting or herding dog and the dog is registered with a bona fide national, state or local hunting or herding dog association. Alternatively, the owner of the dog signs a statement under oath attesting that the dog is used, trained, or will be trained to be a hunting or herding dog. None of the aforementioned qualifications shall be construed to authorize the breeding or harboring of dogs or cats in violation of the Zoning Code of the City of Deltona, or exempt the owner or his dog or cat from any other provision of this chapter.

Sec. 14-277. Deadline.

A dog or cat governed by this section shall be spayed or neutered by its owner or, if eligible, the owner shall obtain an unaltered animal permit within 30 days of the dog or cat becoming six months of age or, in the case of an owner who acquired a dog or cat after it becoming six months of age, 30 days after acquisition.

Sec. 14-278. Microchipping.

As a condition to obtaining an unaltered animal permit, an eligible dog or cat must be implanted with an identifying microchip and the owner must provide the microchip number to the animal control officer. This requirement shall not apply to hunting or herding dogs.

Sec. 14-279. Place of residence.

The address of the owner, (or the address of the caregiver of the dog or cat, if different from the address of the owner), shall be presumed to be the residence of the dog or cat. All changes of address must be reported to the animal control officer within 30 calendar days following such change.

Sec. 14-280. Change in ownership or residence.

A permit holder shall notify the animal control officer and the national registry applicable to the implanted microchip in writing of any change in ownership or residence of a dog or cat within 30 calendar days of the change.

Sec. 14-281. Term of permit.

An unaltered animal permit shall be valid for the life of the dog or cat.

Sec. 14-282. Revocation.

City of Deltona
Ordinance No. 20-2012
Page 4 of 6

Upon receipt of information of violation of this section, the animal control officer may issue a notice of revocation to a permit holder. The notice of revocation shall provide a summary of the information of the violation and shall be sent by certified mail, return receipt requested, by hand delivery by the sheriff, or animal control officer, or upon posting of the property at the address listed in the permit application. Any request for hearing shall be filed by the permit holder with the animal control officer within ten days after the permit holder's receipt of said notice. The permit holder shall set forth the reasons why the permit holder believes the revocation would be an error. Failure to timely request a hearing shall render the revocation final. All hearings shall be conducted by the special master within 30 days after the receipt of a request for hearing. The original of the special master's written decision shall be filed with the animal control officer, and copies shall be mailed to the permit holder.

Sec. 14-283. Penalty.

Any person who violates any provision of this section is subject to the enforcement procedures of section 14-39 and penalties prescribed in sections 14-6 and 14-64. These penalties shall not preclude the issuance of a notice of revocation to a holder of an unaltered animal permit for violations of this section.

Sec. 14-284. Exemptions.

A dog or cat that meets the following criteria shall be exempt from this section and not be required to obtain an unaltered animal permit:

(a) A dog or cat temporarily harbored within the city limits of the City of Deltona for less than thirty (30) days within any calendar year.

(b) The dog or cat is being harbored by a lawful humane society/animal shelter under the provisions of the Zoning Code of Deltona, Florida, whether public or private, whose principal purpose is securing the adoption of dogs or cats or offering sanctuary for dogs or cats and certifies in writing to the animal control officer that it does not engage in the breeding of dogs or cats, provided that the requirements of F.S. § 823.15, are satisfied.

SECTION 2. Chapter 14, “*Animals*”, of the Code of Ordinances of the City of Deltona is hereby amended by the deletion of Sec. 14-237 as follows:

~~Sec. 14-237. Redemption.~~

~~(e) Any fertile dog or cat impounded a second or successive time may be spayed or neutered by the animal services department at the vet of their choice within two weeks, in accordance with the provisions of subsection.~~

~~(1) If ownership of the dog or cat can be determined, written notification of intent~~

~~to sterilize the animal shall be given to the owner or keeper of this animal. The cost of the spay or neuter shall be charged to the owner upon redemption.~~

~~(2) Any owner of an impounded animal subject to mandatory spay/neuter may petition in writing for a hearing to be conducted by the department manager or his designee. Such petition must be made by the owner within three days of the notice of impoundment. The hearing must be held within four working days of receipt of such petition. After the hearing, the department manager or designee shall require the animal to be spayed or neutered unless the department manager or designee has determined that good cause for not requiring that the animal be spayed or neutered.~~

SECTION 3. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

SECTION 5. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on January 1, 2013.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2012.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

City of Deltona
Ordinance No. 20-2012
Page 6 of 6

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE KENT, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY

City of Deltona, Florida
 Regular City Commission Meeting
 September 17, 2012
 Page 6 of 14

\$125,521,157”.

Mayor Masiarczyk opened the public forum.

- a) Jennifer Houdeshell, 2967 Elkcam Blvd., said that she believes that the water and sewer rate increase is a part of tonight’s budget action, because as a City, they charge for services and that the utility rates are just that – a charge for services. She again asked the Commission to consider reducing rates and deleting the proposed rate.

Vice Mayor Treusch pointed out that the Commission has lowered the budget in the past five (5) years.

Motion carried with members voting as follows:

Commissioner Carmolingo	For
Commissioner Denizac	Against
Commissioner Herzberg	For
Commissioner Lowry	For
Commissioner Zischkau	Against
Vice Mayor Treusch	For
Mayor Masiarczyk	For

C. Ordinance No. 10-2012, Adding Article IX, “Soliciting/Peddling” to Chapter 22, “Businesses” of the Code of Ordinances of the City of Deltona (Requested by Commissioner Denizac).

Motion by Commissioner Denizac, seconded by Commissioner Herzberg to schedule further discussion on Ordinance No. 10-2012 at the Commission Workshop on October 25, 2012.

Motion carried with members voting as follows: Commissioner Carmolingo, For; Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.

*** D. Ordinance No. 20-2012, Adding Article VII, “Mandatory Spay and Neuter” to Chapter 14, “Animals”, of the Code of Ordinances of the City of Deltona, for first reading (Requested by Commissioner Herzberg).**

Commissioner Herzberg said that the reason for this Ordinance is so that the City can get on board with the rest of the County and other cities. She said that they should all work together to help reduce the pet population. Commissioner Herzberg said that the City does have a mandatory spay and neuter section in their current Ordinance (Section 14-237) that states that if an animal has been picked up two (2) times for running loose, then the owner must spay or neuter the animal. She said that the new Ordinance will require the animal to be spayed or neutered the first time that the animal is picked up.

Commissioner Denizac asked Ms. Herzberg if the impound cost to the County has gone down since the adoption of this Ordinance and Commissioner Herzberg said that it has gone down approximately

City of Deltona, Florida
Regular City Commission Meeting
September 17, 2012
Page 7 of 14

\$80,000 by adopting the Mandatory Spay/Neuter Ordinance and implementing the Pet Vet Cruiser.

Commissioner Denizac also asked staff how much money has been set aside for this Ordinance and Ms. Miller said that they put a line item in the budget for \$5,000.00 in order to implement a new program.

Commissioner Lowry asked the City Attorney if this Ordinance will require all residents to spay or neuter their pet with the few exceptions (breeders, show dogs) and Ms. Vose said yes, it does require all residents to spay or neuter their pet.

Mayor Masiarczyk said that on Page 1 of the Ordinance, on the second WHEREAS, he would like the language to read "The City of Deltona declares that a feasible means of reducing the number of unwanted dogs, cats, puppies, and kittens be encouraged". Mayor Masiarczyk also suggested that in Section 14-276, Page 3, Subsection "8" be added to state "Has never been cited". Mayor Masiarczyk said that this protects the non-offender and allows him/her to do with the pet whatever they want inside the home.

Vice Mayor Treusch said that he would like to have discussed this at a workshop. He said that he does believe that they need this Ordinance and that he will support it for first reading and that he will do further research before second and final reading.

Motion by Commissioner Treusch, seconded by Commissioner Herzberg to approve Ordinance No. 20-2012 at first reading and to schedule second and final reading for October 1, 2012.

Commissioner Herzberg pointed out that this Ordinance allows for exemptions and does not mean that Code Enforcement will be going door to door. She said that at this time, there is no organization that will help the City provide relief but that if they pass the Ordinance, there will be relief from various organizations.

Commissioner Zischkau said that he feels that this Ordinance is overkill and suggested that this Ordinance should address only the problem of feral cats, not dogs.

Commissioner Lowry said that he understands the cat problem but that perhaps this Ordinance is a little too aggressive.

Commissioner Denizac said that she wants to be supportive of the Ordinance but that she has had residents ask why the City is going to make them spay or neuter their pet. Commissioner Denizac said that she believes that they need to take a second look at the Ordinance.

Mayor Masiarczyk opened the public hearing.

- a) Miguel abi- Hassan, Director of the Halifax Humane Society, said that they need to define the issue, which is that there are seven (7) homeless animals born for every human being. He said that it doesn't matter who or where they come from. He said that by adopting this Ordinance, they will see a substantial drop on the number of animals that are taken to the Humane Society. He said that at this time Deltona is their biggest customer and he asked the Commission to help reduce those numbers.

City of Deltona, Florida
 Regular City Commission Meeting
 September 17, 2012
 Page 8 of 14

- b) Carl Persis, 3 Tide Water Drive, said that he is proud to say that the County adopted this same type of Ordinance and that the results have clearly shown a decrease in the number of animals that are taken to the local humane society. Mr. Persis said that once they have all the Cities on board, Volusia County will really see an impact.
- c) Pat Mihalic, 216 Yorktown Drive, said that the Redinger Clinic is a state of the art facility that is always willing to help citizens with low cost spay or neutering of their animals and that also, Concerned Citizens for Animal Welfare will also help residents that need assistance.
- d) Ron Watral, 779 E. Lehigh Drive, said that an amendment to this Ordinance should include chickens and roosters and that the savings that they realize should be diverted to creating jobs and lastly, he said that he wishes that the Commission would have spent this much time on the budget.
- e) Susan Armon, 3140 Cabot Court, asked the Commission to support the Code Enforcement officers should they decide to pass the Ordinance.
- f) Harry Wilkins, 2177 Gretna Drive, said that he supports this Ordinance and feels that it would be beneficial for the Pet Vet Cruiser to come into Deltona and offer their low cost services to the residents.

Mayor Masiarczyk closed the public hearing.

Motion to amend by Commissioner Lowry, seconded by Commissioner Denizac to approve Ordinance No. 20-2012 at first reading and to schedule second and final reading for October 1, 2012 with the additional language added to Section 14-276, Item (g) as suggested by City Attorney and recommended by Mayor Masiarczyk.

Motion to amend carried with members voting as follows:

Commissioner Carmolingo	For
Commissioner Denizac	For
Commissioner Herzberg	For
Commissioner Lowry	For
Commissioner Zischkau	Against
Vice Mayor Treusch	Against
Mayor Masiarczyk	For

Motion as amended failed with members voting as follows:

Commissioner Carmolingo	Against
Commissioner Denizac	For
Commissioner Herzberg	Against
Commissioner Lowry	For
Commissioner Zischkau	Against
Vice Mayor Treusch	Against

City of Deltona, Florida
 Regular City Commission Meeting
 September 17, 2012
 Page 9 of 14

Mayor Masiarczyk For

Motion by Commissioner Herzberg, seconded by Commissioner Carmolingo to approve Ordinance No. 20-2012 at first reading and to schedule second and final reading for October 15, 2012 (with a workshop in between).

Motion carried with members voting as follows:

Commissioner Carmolingo	For
Commissioner Denizac	For
Commissioner Herzberg	For
Commissioner Lowry	For
Commissioner Zischkau	Against
Vice Mayor Treusch	Against
Mayor Masiarczyk	For

Mayor Masiarczyk called for a recess at 8:25 p.m. and reconvened at 8:40 p.m.

E. Public Hearing – Resolution No. 2012-28, designating certain real property within the City of Deltona as an Economic Enhancement District for purposes of environmental remediation, rehabilitation and economic development of the property under Florida’s Brownfields Redevelopment Act.

Commissioner Denizac said that anything that they can do to enhance economic development is welcome and that she strongly supports this.

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

Motion by Vice Mayor Treusch, seconded by Commissioner Carmolingo to approve Resolution No. 2012-28 that establishes a +37.1 acre Brownfield Area, centered on Deltona Plaza, that meets the requirements of Chapter 376, Florida Statutes.

Commissioner Zischkau asked Ms. Vose why there is no reference to the Resolution that they passed at the Special Meeting on September 4th and Ms. Vose explained that during that meeting, there wasn’t an actual Resolution presented. She said that they were required at the first meeting to tell the people what the Resolution will say and then at the second meeting is when the vote takes place. Commissioner Zischkau asked if there is any superseding or repealing of the prior and Ms. Vose said no.

Motion carried with members voting as follows: Commissioner Carmolingo, For; Commissioner Denizac, For; Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Zischkau, For; Vice Mayor Treusch, For; and Mayor Masiarczyk, For.

9. OLD BUSINESS:

A. Settlement recommendation for Biddle vs. Deltona Litigation.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Becky Vose, City Attorney **AGENDA ITEM:** 9 - B
SUBJECT: Discussion and action to consider approval of the settlement in the Manji vs. City of Deltona law suit, fully resolving the case.

LOCATION:

N/A

BACKGROUND:

In 2004, there was a series of unusually heavy rain events that caused much flooding in the Deltona area. The owners of certain properties south of Deltona claimed that the City's drainage system caused their undeveloped land to flood. In 2006, those owners filed suit against the City of Deltona in an inverse condemnation case. Damages were claimed to be over \$1 Million. Over the years the case was handled on behalf of the City by 5 different lawyers. When the current City Attorney took over the case, she recommended making an offer of judgment of \$50,000 to either settle the entire case, or pave the way to a possible recovery from the plaintiffs of the City's Attorney fees if the City was ultimately successful at trial. The plaintiffs did not accept the offer and the case eventually went to trial. The current City Attorney represented the city in the trial, and the case was decided in favor of the City. The total attorney's fees paid by the City to the current City Attorney for representation in the case totaled approximately \$43,000. A copy of the final judgment is attached to this memo. Because of the offer of judgment, the City claimed payment of its fees from the date of the offer of judgment from the plaintiffs. After a recent mediation to determine the fees to be paid to the City to fully resolve the lawsuit, the plaintiffs offered to pay the City \$100,000, payable over a 6 month period, secured by a promissory note personally signed by the owners. The City Attorney recommends that this offer be accepted.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Manager, Deputy City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Becky Vose, City Attorney - Staff is recommending that the City Commission consider and accept the plaintiffs' offer.

**POTENTIAL
MOTION:**

"I move to approve the plaintiffs' offer to pay the City \$100,000, payable over a 6 month period, secured by a promissory note personally signed by the owners."

**AGENDA ITEM
APPROVED BY:**

Becky Vose, City Attorney

ATTACHMENTS:

- Final Judgment

IN THE CIRCUIT COURT IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NO.: 2006-10350-CIDL
DIVISION: 01

ZUHER MANJI, SHABBIR MANJI,
MUNTAZ MANJI, HALIMA JAFFER,
SHERBANU JAFFER, AND FATIMA
JESSA,

Petitioners,

vs.

CITY OF DELTONA,

Respondent.

FINAL JUDGMENT

THIS CAUSE was tried by the Court and on the evidence presented the Court finds:

1. This case arises from a flood of Petitioners' land located on Lake Doyle, near Deltona, Florida. Petitioners allege that the Respondent, the City of Deltona (the "City") negligently modified and operated a drainage system resulting in flooding of Petitioners' 70 acre parcel and that such flooding reoccurred over a period of several years. Petitioners contend that the flooding was so pervasive and widespread that it completely deprived them of any beneficial ownership of such property. Specifically, they contend that they bought the property to subdivide and sell individual lots and the flooding prevented them from accessing the property, further developing the property or selling subdivided lots.
2. The City, on the other hand, contends that the flooding resulted from unprecedented and historically high amounts of rainfall in the area and not from the modification or operation of the surrounding drainage and retention system. Moreover, the City contends that the Petitioners failed to perform any due diligence before their purchase and, if they had, they would have discovered that large portions of their lands were low and prone to flooding. Finally, while the City admits that some flooding did occur on the Petitioners' property, they contend that such flooding never amounted in scope or duration to a substantial deprivation of all beneficial use of the property and did not constitute a taking of the property.
3. Petitioners counter that such flooding was the direct result of improper storm water management by the City, not just the result of natural accumulation of historically high rainfall. Petitioners specifically contend that the actions of the City in failing to properly maintain and operate their flood drainage system,

received
6-1-10

including a weir-outfall installed on Lake Doyle to direct floodwater to the St. Johns River, caused the Petitioners' property abutting Lake Doyle to flood.

4. The parties have agreed that the trial would be limited to the issue of whether the flooding in question constituted a legal taking for which the Petitioners would be entitled to compensation. If the Court were to find such a taking, a second trial would be conducted to determine the amount of compensation due the Petitioners.
5. Petitioner, Shabbir Manji, testified that he and the other Petitioners bought this 70 acre parcel in May, 2000 with the intent of developing and subdividing it into 6 lake-front lots and then selling the lots. He visited the property a few times before the purchase and at least once in 2000 after the purchase. In 2004, a portion of the property flooded due to heavy rains. The flooding extended across the dirt access road causing the road to become impassible in certain areas. The flooding lasted until sometime in 2007, when it subsided. Mr. Manji estimated that approximately 20 acres of the parcel were dry uplands when he purchased the tract but only 9 acres remained dry during the flooding. He further testified that he did not try to sell the property during this time, feeling that he could not ethically sell the property knowing that it was subject to such flooding and that the flooding would likely reoccur. He also acknowledged that they had the property for sale only for a year or two, well before the flooding, because the Petitioners weren't sure whether they were going to sell off each lot individually or all 6 together. He summed up their marketing efforts before the flooding as "we just wanted to wait for a while and see how things developed." Although he only visited the property once after 2004, he never attempted to raise or fill the access road and never investigated other uses for the property.

Mr. Manji admitted on cross-examination that he did little due diligence before the purchase to determine the flooding history of the property or to determine whether and under what circumstances the property was subject to flooding. More importantly, he acknowledged that he was told that the flooding subsided in 2007 and to his knowledge it hasn't reoccurred.

6. Petitioners presented the testimony of Gerald Hartman, a civil engineer familiar with the storm water systems in and surrounding the subject property. Mr. Hartman was involved in the City's efforts under an Executive Order issued by the Governor to redirect excess storm water in 2002-2005 from Deltona to the St. John's River, through a system of culverts, pipes, weirs and lakes connecting the upper Lake Theresa basin with Lake Doyle and Lake Bethel, eventually making outfall in the St. Johns River. This system was constructed under a temporary permit from the St. Johns River Water Management District and operated successfully to lower the water levels in Lake Doyle and other structures. But, in late 2004 into early 2005, the St. Johns' permit ran out and the outfall weir constructed on Lake Doyle was closed by the City. Mr. Hartman confirmed that the natural result of closing the outfall weir, the only outflow of storm water to the

St. John's River, was flooding of Lake Doyle and the surrounding uplands. He further indicated that the outflow weir was intended to permanently connect the storm water drainage system with the St. John's River and the temporary permit issued by St. John's Water Management District was intended to become a permanent permit upon the City's completion of certain additional environmental mitigation conditions. When the City failed to meet the additional conditions, however, the temporary permit expired, no permanent permit was issued and the outflow weir was sealed shut and closed by the City. With no other outlet, the flood waters accumulated in and raised the levels of Lake Doyle, the lowest point of the drainage basin, flooding some portion of the Petitioners' property over a 22 month period.

7. The City presented the testimony of William Musser, a professional engineer, hydrologist and wetland scientist. He visited the property and surveyed its soils and vegetation. From that, he estimated that approximately 70% of the property is lowland and subject to periodic flooding and the balance is upland and "high and dry". He estimated that the property would support development of 3 lots and that the current access road could be used even in a 100 year flood event to provide access to those lots. Mr. Musser reviewed the soil and aerial maps to discover that the Lake Teresa Basin (chain) was connected by pipes, culverts and canals in the 1950's and 1960's, resulting in an interconnected drainage basin by 1969 terminating into Lake Doyle and by 1976 reaching into Lake Butler. Mr. Musser was also familiar with the outfall weir installed in Lake Doyle and recalled that it was originally constructed as an emergency outfall structure and had been opened and closed many times. More importantly, Mr. Musser predicted that this outfall weir could be used in the future should the need arise to release flood waters. Finally, Mr. Musser opined that the flooding of the Petitioners' property coincided with historically high rain events and related more to the natural topography of the Petitioners' land than the installation or operation of the City's storm water drainage systems or the outflow weir on Lake Doyle.
8. The issue for the Court is whether the flooding was indeed caused by the negligent design or operation of the storm water drainage system by the City and, if so, whether the resulting flooding deprived the Petitioners of all beneficial use of their property so as to constitute a legal and permanent taking of their property rights.
9. Viewing the evidence as a whole, a limited consensus on certain technical issues emerges. The evidence shows that the Petitioners' lands flooded for no more than 22 months over the preceding 7 years. Moreover, for at least 3 of those 7 years the area received record and historic levels of rain producing unprecedented and widespread flooding of the area. Importantly, the flooding coincided exactly with those periods of abnormally high rainfall. The evidence also shows that the storm water drainage system is specifically designed to channel excess runoff from the upper Teresa Lake Basin down to the lower Lake Butler basin area, including

Lake Doyle. Water predictably flows down hill. Lake Doyle, being one of the lowest points in the drainage system, will accumulate water unless an outfall is installed to direct the water to a lower area, like the St. Johns River. This was precisely what occurred for a temporary period of time during the worst of the flooding. However, due to some squabbling among the various governmental units charged with managing storm water, the outflow was eventually shut off, with predictable consequences. The water levels rose in Lake Doyle and the Petitioners property abutting Lake Doyle flooded. The Petitioners were not able to prove, however, that the drainage system caused the flooding or that the City was responsible for the design or operation of the system. The testimony of the experts and the correlation between the flooding and the abnormally high rainfall proved that the flooding of Petitioners' property was the result of natural topography combined with unprecedented rainfall events. Although the drainage system may have temporarily exacerbated the flooding problem, it was not the cause and the City was not to blame.

10. Even had the City been to blame for the flooding, however, the flooding did not constitute a taking. Although there is no absolute rule regarding the magnitude or duration of flooding necessary to constitute a taking, it appears to be generally recognized that a single flood of short duration is not sufficient to constitute a taking. Conversely, substantial periodic flooding, coupled with a likelihood of recurrence, has been held to constitute a taking. *Dudley v. Orange County*, 137 So.2d 859, 863 (Fla. 2d DCA 1962), *cert. denied*, 372 U.S. 959, 83 S.Ct. 1014, 10 L.Ed.2d 12 (1963) (“[T]he flooding must constitute an actual, permanent invasion of the land, amounting to an appropriation of, and not merely an injury to, the property”). Yet even this distinction may be easier to state than to apply. In §606[2][c], of Nichols on Eminent Domain, the author states “most formulations of the rule speak of *permanent* invasions, even though ‘predictable periodicity’ appears to be an acceptable substitute for ‘permanency’.”
11. This “flooding” rule has been applied in circumstances similar to this case in *Hansen v. City of DeLand*, 32 So.3d 654 (Fla. 5th DCA 2010). There, the Petitioners owned land adjacent to a subdivision in the City of DeLand. Three consecutive hurricanes in 2004 and record rainfall in 2005 resulted in a partial flooding of the subdivision and, to lessen the impact on homeowners in the subdivision, the City pumped the storm water into a drainage area adjacent to the Petitioners' property. The pumping exceeded the capacity of the drainage area and, as a result, the Petitioners' property flooded to a depth of 12 feet at its deepest point and remained at least partially flooded for 15 months. The Petitioners did not lose the use of their residence on the property nor the driveway providing access to the residence. They did, however, lose the use of some lands and lost numerous trees as a result of the flooding. They sued the City contending that the City's decision to pump storm water constituted an illegal taking for which they were entitled to compensation. The case proceeded to a nonjury trial resulting in a judgment in favor of the City. While the Court found that the City's

pumping caused the flooding and the flooding caused some trees to die, no compensable taking had occurred because the landowners were not denied all reasonable use of their property.

In affirming the trial court, the appellate court recognized that a government taking of private property occurs when the government directs a concentrated flow of water from one property onto another, “permanently depriving the property owner of all beneficial enjoyment of their property”. *Id.* at 655 citing *Leon County v. Smith*, 397 So.2d 362 (Fla. 1st DCA 1981). Moreover, the property owner has the burden of establishing by competent evidence that the government’s actions constitute a substantial interference with the property owner’s private property rights for more than a momentary period, and such interference will be continuous or is reasonably expected to be continuous, resulting in a “*substantial deprivation of the beneficial use of the property*”. *Id.* at 655. That is, the property owner must show that the property was subjected to substantial, periodic flooding caused by the defendant and that such flooding denied the property owner “*any reasonable use of its property*”. *Id.* at 656. The flooding must be permanent and widespread amounting to an appropriation of the land, not merely an injury to it. *South Florida Water Management District v. Basore of Florida, Inc.*, 723 So.2d 287 (Fla. 4th DCA 1998). Moreover, in flooding cases the landowner must show a complete deprivation of any and all beneficial use of their property. *Diamond K Corp. v. Leon County*, 677 So.2d 90 (Fla. 1st DCA 1996) (no compensable taking of property occurred where county’s activities increased flow of storm water into creek that traversed plaintiff’s property and flooded plaintiff’s property but the flooding did not permanently deprive plaintiff of all beneficial use of their property).

12. Here, the Petitioners failed to prove that the flooding of Lake Doyle during periods of high rainfall and the corresponding flooding of their property abutting the lake resulted from the City’s negligent or improper operation of the drainage system or structures. But even had the Petitioners proven such negligence, they failed to prove that the City deprived the Petitioners of *ALL* beneficial use of their property. To the contrary, Petitioners’ intended use of the property was for resale and development. The evidence establishes that those development plans were not being pursued and the property was not listed for sale immediately before or at the time of the flooding. More importantly, the Petitioners offered no evidence to establish that they could not proceed with their plans to develop and sell the property. Nor have such activities resumed now that the flooding subsided and hasn’t reoccurred. While the flooding may have had some temporary and adverse effect on Petitioners’ access to the property and may have required some reconfiguration of their development, it cannot be said that the Petitioners were deprived of all beneficial use of their property, even on a temporary basis.

Based on the above findings;

IT IS ADJUDGED that:

1. The Petitioners shall take nothing from this action and the Respondent, City of Deltona, shall go hence without day.
2. This Court reserves jurisdiction to tax costs, award fees, and enter any other orders necessary to amend or enforce this judgment.

DONE AND ORDERED in Chambers in Deland, Volusia County, Florida, this ___ day of May, 2012.

TERENCE R. PERKINS
CIRCUIT JUDGE

MAY 31 2012

TERENCE R. PERKINS AND DATED
CIRCUIT JUDGE

Conformed copies to:

J. Christy Wilson, Esquire
437 N. Magnolia Avenue
Orlando, FL 32801

Gretchen R.H. Vose, Esquire
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 10 - A
SUBJECT: Consideration of appointment of one (1) member to the William S. Harvey Deltona Scholarship Selection Advisory Board (Commissioner Herzberg's appointment).

LOCATION:

N/A

BACKGROUND:

Ms. Dawn Drysdale (appointed by Commissioner Herzberg) of the William S. Harvey Deltona Scholarship Selection Advisory Board has resigned from the Board effective October 10, 2012, however, she has since reconsidered and would like to be re-appointed to the Board.

The City has run press releases, and posted the opening on the City's WebPage and bulletin boards. To date, the City has received applications from the following interested individuals: Lori S. Burbank, Dawn Drysdale, Ruth Garcia, Kay L. Gardner, Kenneth R. Grant, Donna L. Hodges and Robert H. Robinson.

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

Joyce Kent, City Clerk - The Commission confirm Commissioner Herzberg's appointment to the William S. Harvey Deltona Scholarship Selection Advisory Board.

POTENTIAL MOTION:

"I move to confirm the appointment of the following individual: _____ to the William S. Harvey Deltona

Scholarship Selection Advisory Board for a term to expire on May 31, 2013."

**AGENDA ITEM
APPROVED BY:**

Faith G. Miller, City Manager

ATTACHMENTS:

- Member Listing
- Application - Lori Burbank
- Dawn_Drysdale
- Application - Ruth Garcia
- Kay.Gardner
- Application - Kenneth Grant
- Application - Donna Hodges
- Eric_Robinson

City of Deltona, Florida
WILLIAM S. HARVEY DELTONA
SCHOLARSHIP ADVISORY BOARD

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Expiration</u>
Christopher Alcantara 574 Giralda Avenue Deltona, FL 32738 (347)515-0427 Email: <u>calcanta@stetson.edu</u>	Mayor Masiarczyk	05-07-12 (Re-appt) 08-15-11 11-02-10	05-31-13
Dawn Drysdale 2010 Little Farms Court Deltona, FL 32738 (386) 532-3962 (H) (386) 748-2582 (C) Email: <u>booga1121@yahoo.com</u>	Commissioner Herzberg (District 3)	05-07-12 (Re-appt) 08-15-11 02-04-08	05-31-13
Ronald Watral 779 East Lehigh Drive Deltona, FL 32738 (386) 574-8814 (H) Email: <u>ronwatral@aol.com</u>	Commissioner Zischkau (District 2)	06-04-12	05-31-13
Karen Chenoweth 1580 Pendleton St. Deltona, FL 32725 (386) 837-2757 (H) (386) 734-7190 (W) Email: <u>Kmc712mc@gmail.com</u>	Vice Mayor Treusch (District 4)	05-07-12 (Re-appt) 08-15-11	05-31-13
Walter Dawson 1698 Sterling Silver Blvd. Deltona, FL 32725 (386) 532-3688 H Email: <u>ddzncle505@aol.com</u>	Commissioner Denizac (District 1)	05-07-12 (Re-appt) 09-06-11	05-31-13
Gretel McNaney 876 Adler Drive Deltona, FL 32738 (386) 216-1609 (H) (407) 345-2000 (W) Email: <u>gretelsue@gmail.com</u>	Commissioner Carmolingo (District 6)	05-21-12 09-06-11	05-31-13

City of Deltona, Florida
WILLIAM S. HARVEY DELTONA
SCHOLARSHIP ADVISORY BOARD

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Expiration</u>
Vernon Moore 3021 Cloverdale St. Deltona, FL 32738 (386) 795-2343 (H) (386) 789-4515 (W) Email: vernonsmoore@gmail.com	Commissioner Lowry (District 5)	05-07-12 (Re-appt) 09-06-11	05-31-13

Staff Liaison:

Rebecca Wilk
 HR Representative
 2345 Providence Blvd.
 Deltona, FL 32725
 Phone: (386) 878-8754
 Fax: (386) 878-8501
 Email: rwilk@deltonafl.gov

Request From: Lori S. Burbank
 Email: loriburbank@gmail.com
 Source IP: 97.100.185.193

Applied 5/1/12

Address: 2073 Brewster Drive
 City: Deltona
 State: FL
 Zip: 32738
 Phone: 386-789-3054
 Alt Phone: 386-473-2117
 Fax:
 Organization: Webster University

Checkbox Choices

William S. Harvey Scholarship Selection 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)
 Webster University
 2180 W State Road 434 • Suite 5100 • Longwood, Florida 32779

Please summarize your work experience.
 17 years with Webster U., beginning as administrative assistant and am now Assistant Regional Director and Operations Director

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.
 17 years with Webster U., beginning as administrative assistant and am now Assistant Regional Director and Operations Director. Also work as adjunct professor, teaching Labor Relations, Management and Human Resource Management
 BA in Management
 MS in Human Resources Management

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I have the skills to measure student performance and I want to become more involved in City operations in a volunteer capacity.

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.

Mayor John Masiarczyk (I imagine you know where to find him)

Dr. Tom Janke, Regional Director, Webster University

2180 W State Road 434 • Suite 5100 • Longwood, Florida 32779 (407-869-8111 ext.133

Dr. Kate Wiles, Regional Academic Director, Webster University

2180 W State Road 434 • Suite 5100 • Longwood, Florida 32779(407) 869-8111 ext.125

Additional Information or Comments

West Volusia Resident for over 30 years, on and off.

20 Year veteran of the U.S. Navy

I declare the foregoing facts to be true, correct, and complete.

I agree

Drysedale, Dawn

Faith Miller

From: Board/Committee Application [forms@deltonafl.gov]
Sent: Thursday, January 10, 2008 12:30 PM
To: Faith Miller
Subject: Board/Committee Application

Board Committee Application

Name of Board or Committee: Scholarship Selection

Personal Information

Name: Dawn Drysdale
Address: 2010 Little Farms Ct
City: Deltona
State: FL
Zip: 32738-2924
Number of Yrs. residence: 3
District: 1
Phone: 386-532-3962
Registered Voter: Yes
Employer: Deland High School
Number of Yrs. Worked there: 2
Address: 800 Hill Ave Deland Florida
Phone: 386-822-6909 ext 23306
Position: 9th Grade English Teacher

Summarize your work experience

In my professional career I have been not only been a teacher but also have been employed in corporate America with both a home builder and in the retail industry. Currently at Deland High I teach the lower level and ESE students.

Education

School	Years	Degree
UMASS	1988-1992	BA in English/ Sec Ed
Mass Bay Com. College	1999	

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.

Since moving to Florida I have not been involved with many organizations, although I am a Deltona Lakes PTA member. In Massachusetts I was a Brownie Troop Leader and Mentor to inner city elementary and middle school students.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

The committees I have served on have been school based to increase achievement and diversity in the school campus settings.

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 believe having a background in education would be beneficial because I understand how important education is not only to those who achieve the straight A's but also to those with the B or high C grades who contribute as much if not more than their fellow students.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

College was an extremely important time for me. High school had been difficult and I had been led to believe I was not 'scholarship material' and would not be able to afford college. I received a state scholarship which allowed me to attend UMASS and that was one of the most important experiences of my life. College should be accessible for everyone.

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.

Colleen Maricle, Deland High School, 386-822-6909 ext 23306
Beth Smith, Deland High School, 386-822-6909 ext 23306
Wendy Pummer, 1670 Montecito Ave Deltona Fl, 386-789-3355

Additional Information or Comments

Garcia, Ruth

Angela Meyer

From: Traci Houchin
Sent: Tuesday, May 08, 2012 12:16 PM
To: Angela Meyer
Subject: FW: Citizen Board/Committee Application
Attachments: Attach0.html

Please place this in your folder of applicants.

Thanks, Traci

From: Ruth Garcia [<mailto:rg43@cfl.rr.com>]
Sent: Monday, May 07, 2012 2:58 PM
To: Traci Houchin
Subject: Citizen Board/Committee Application

Request From: Ruth Garcia
 Email: rg43@cfl.rr.com
 Source IP: 97.104.182.80

Address: 870 S. Hancock Dr.
 City: Deltona
 State: Florida
 Zip: 32725
 Phone: 386-574-8691
 Alt Phone: 386-848-3138
 Fax:
 Organization: Retired

Checkbox Choices
 William S. Harvey Scholarship Selection Committee ,

Number of Years as a Deltona Resident
 25+ 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)
 Retired from School Bd. on Junew/2010

Please summarize your work experience.

Have worked with the Volusia School Board for 18 years. Started as a bus driver and finish as Administrator secretary, also Coordinator of ESOL program.

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.

1968-1975 with the Antipoverty program funded by the Federal Government in New York City.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I enjoy working with the public and helping others in need.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

Intrested in being part of the Board Committee of scholarship because i believe on the opportunities that many students need in education.

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

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.

Commisioner Z. Denizac

Mr. C. Pender asst. Principal University High School. 386-775-5274

Pastor J.Morin - Volusia International Fellowship Baptist Church. 386-804-8325

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Angela Meyer

Gardner, Kay L.

From: Joyce Kent
Subject: RE: Citizen Board/Committee Application

From: Kay L. Gardner [mailto:kaylynn@bellsouth.net]
Sent: Monday, October 01, 2012 5:08 PM
To: Joyce Kent
Subject: Citizen Board/Committee Application

Request From: Kay L. Gardner
 Email: kaylynn@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 ,

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

Grant, Kenneth R.

Angela Meyer

From: Traci Houchin
Sent: Friday, May 11, 2012 3:06 PM
To: Angela Meyer
Subject: FW: Citizen Board/Committee Application
Attachments: Attach0.html

For the book....

From: Kenneth R. Grant [<mailto:revkevfl@bellsouth.net>]
Sent: Friday, May 11, 2012 11:40 AM
To: Traci Houchin
Subject: Citizen Board/Committee Application

Request From: Kenneth R. Grant
 Email: revkevfl@bellsouth.net
 Source IP: 99.40.166.62

Address: 1131 Melagano St.
 City: Deltona
 State: FL
 Zip: 32725
 Phone: 386-860-1284
 Alt Phone: 386-801-8631
 Fax:
 Organization:

Checkbox Choices

William S. Harvey Scholarship Selection Committee ,

Number of Years as a Deltona Resident
 11 - 15 Years

What Commission district do you reside in?
 District 4

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Retired

Please summarize your work experience.
 Taught elementary and middle school for 36 years.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.
 Member, COP, Volusia So. Sheriff's Office, base supervisor.

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.
 Church Boards, Private School Boards, College Graduate Student Advisory Board

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.
 I have been involved in education both as a teacher and as a board member. I have a Master's degree in Curriculum and Instruction.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.
 I feel that my broad experience with education at all levels from kindergarten through graduate school would allow me to make the decisions required.

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.
 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.
 Anita Whitney, 1063 W.Seagate Dr., Deltona, FL 32725, 386-532-8656
 John O'Brien, 1582 Ortega Ave., Deltona, FL 32738, 386-479-5187
 Lola Schneider, 1150 Melagano St., Deltona FL 32725, 386-574-8667

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.
 I agree

City of Deltona
Citizen Board/Committee Application

City Clerk's Office Use:

App'd. to: _____

Date: _____

Other Boards of Interest/Date Contacted:

_____Name of Board/Committee: Any**1. Personal Information:**Name: Donna Lynn HodgesAddress: 3400 Lodge CourtCity: Deltona 386-789-0019 (home) Zip: 32738 # Years: 28 District: 5Telephone #: (386) 479-6308 (cell.) Are you a registered voter? Yes No E-mail Address: donna-hdgs@yahoo.comEmployer: Bright House Network # years: 6Address: TG LEE Blvd. Deland FloridaTelephone#: (386) 775-7300 Position: CCP IISummarize your work experience: Taking all kinds of calls dealing with all things for BrightHouse including billing, service, etc.**2. Education:**

School	Years	Degree
Forney High School	4	diploma
Daytona State College	1 sem	certificate computer applications
NCTE certifications for BrightHouse through Florida Technical College / various online tests.	2	certificates

3. 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.

I am a member of Pine Ridge Fellowship & we do community outreach, and most recently have adopted the First United Methodist Church on Normandy and will be doing even more community outreach programs

- b. Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

No, but I am a senior representative for BrightHouse and am a (go to person) for my coworkers with less experience needing help with various situations & applications

- c. Have you ever held public office? If so, give the details, including the offices involved, whether elected or appointed, and the length of service. No, I would like to begin serving in public office in some sort of capacity.

4. 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. I have lived in Deltona for 28 years
in the same house & have traveled extensively around the
area & know it very well & have a great knowledge of local needs
- b. Explain why you want to serve on this Board/Committee, and include any particular potential contribution your selection would bring.
Having lived here for 28 years, I feel I have a superb
knowledge of the growth of Deltona, and would bring
a wealth of insight into the needs of the community

5. 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.
NO
- 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

6. 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.

- Laurie Daniels - 407-314-0128 Kathie Senft - 386-457-8707
- Gloria Baker - 386-748-6007 Don Allen - 407-712-4199
- Cindy Cooley - 407-417-4129 Tina Ryan - 386-215-6958

7. Additional information or comments:

Pastor Ben Stillwell - 321-385-7735
~~407-712-4199~~ Colleen Allen - 321-331-6188
I would appreciate the opportunity to serve my community
in a way that would be beneficial for generations to come, and
I would like to be a part of Deltona's history in making it a better
place than it already is.

I DECLARE THE FOREGOING FACTS TO BE TRUE, CORRECT AND COMPLETE.

Donna M. Hodges
Signature

07-10-12
Date

Return completed application to:

City of Deltona ♦ City Clerk's Office ♦ 2345 Providence Blvd. ♦ Deltona, FL 32725

** 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 at a later date 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) 561-2100 and request your application be pulled for consideration.

Robinson, Eric H.

Angela Meyer

From: Traci Houchin
Sent: Wednesday, October 10, 2012 11:58 AM
To: Angela Meyer
Cc: Joyce Kent
Subject: FW: Citizen Board/Committee Application
Attachments: Attach0.html

From: Eric H. Robinson [mailto:robinson402081@bellsouth.net]
Sent: Wednesday, October 10, 2012 11:21 AM
To: Traci Houchin
Subject: Citizen Board/Committee Application

Request From: Eric H. Robinson
 Email: robinson402081@bellsouth.net
 Source IP: 99.61.14.80

Address: P.O. Box 5489
 City: Deltona
 State: Florida
 Zip: 32728
 Phone: (407) 322-7510
 Alt Phone: (407) 493-8816
 Fax:
 Organization: City Resident

Checkbox Choices
William S. Harvey Scholarship Selection Committee,

Number of Years as a Deltona Resident
 16 - 20 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

Please summarize your work experience.

Police Officer for 27 years with the East Orange New Jersey Police Department.

Teacher and Program Director at Daytona State College for 10 years.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

37 year member of the Prince Hall Masonic Lodge and affiliates.

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.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I have a master's degree earned at William Paterson University, Wayne, N.J.; I am also a certified teacher for grades K-12 in both Florida and New Jersey.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I am civic minded.

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

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.

1. Daytona State College, 1200 International Speedway, Daytona, Fl--(386) 506-300.

2. Mary Rodgers: (386) 789-8030.

3. Gary Hass: (407) 328-9415.

Additional Information or Comments

I am available at anytime.

I declare the foregoing facts to be true, correct, and complete.

I agree

SYNOPSIS of RESUME of
ERIC H. ROBINSON

ADDRESS: P.O. 5489
DELTONA, FL 32728-5489
PHONE: (407) 322-7510

JOB OBJECTIVE

Having culminated a successful 27 year career
In law enforcement, my objectives are now to consult and
Teach Criminal Justice. I have no restrictions on the probability
of travel or relocation.

EMPLOYMENT

- 9/95 Daytona State College 1200 W. International Speedway Blvd.
9/06 Daytona Beach, Fl 32114
Four Year College
Certified Adjunct Instructor
- 8/94 Southern Scholarship Foundation, 322 Stadium Dr., Tallahassee, Fl
8/95 323304-3450
Non-profit Scholarship Foundation
Student Counselor
- 9/66 East Orange Police Department, 15 S. Munn Ave., East Orange, N.J.
9/93 07018
Law Enforcement
Detective Lieutenant—Detective Bureau Commander
- 10/74 East Orange School District, 715 Park Ave., East Orange, N.J. 07017
9/92 Public Education
Certified School Teacher

EDUCATION

- 9/74 William Paterson University of New Jersey, Wayne, N.J. 07470
8/76 Degree: M.A.; Major: Urban Education and Community Affairs
Class Standing: 3.38
- 10/90 Saint Peter's College of Jersey City, Jersey City, N.J. 07306
6/91 Credits: fifteen graduate credits in public education
Class Standing: 4.0
- 9/72 William Paterson University of New Jersey, Wayne, N.J. 07470
5/74 Degree: Major: Public Safety
Class Standing: 3.35



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/19/2012
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 10 - B
SUBJECT: Consideration of one (1) alternate Commission representative to the Volusia Transportation Planning Organization (TPO).

LOCATION:

N/A

BACKGROUND:

The Volusia TPO is an independent organization responsible for the planning and programming of all Federal and State transportation funds for all of Volusia County and the Cities of Flagler Beach and Beverly Beach in Flagler County. This organization is the primary forum within which member local governments and citizens voice concerns, identify priorities, and plan for transportation improvements for all modes of transportation – roadway, public transportation, and bicycle and pedestrian facilities.

The Volusia TPO Board membership consists of elected officials representing all of the local governments, including municipal and county entities. As outlined in Florida Statutes, the Volusia TPO Board is comprised of 19 voting members who review local, regional, and statewide transportation issues and work cooperatively to determine appropriate policy to address transportation needs. In addition, there are five non-voting members on the Volusia TPO Board who are appointed primarily to provide information and recommendations to the Volusia TPO Board.

The Volusia TPO Board meets on the fourth Tuesday of every month and all meetings are properly noticed and open to the public. Board meetings are held at the Volusia TPO office, 2570 W. International Speedway Blvd., Suite 100, Daytona Beach, Florida and begin promptly at 8:00 AM.

In the event that Mayor Masiarczyk is unable to attend a TPO meeting, it would be beneficial for the Commission to appoint an alternate representative which is currently filled by former Commissioner Carmolingo.

**ORIGINATING
DEPARTMENT:**

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk's Office

**STAFF
RECOMMENDATION
PRESENTED BY:**

City Clerk Joyce Kent - That the Commission confirm the appointment of one (1) alternate Commission representative to the Volusia Transportation Planning Organization.

**POTENTIAL
MOTION:**

"I move to confirm the appointment of _____ as the alternate Commission representative to the Volusia Transportation Planning Organization."

**AGENDA ITEM
APPROVED BY:**

Faith G. Miller, City Manager